

**INTERLOCAL COOPERATION CONTRACTS
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN FOR
CONSOLIDATED JURY MANAGEMENT**

This Interlocal Cooperation Agreement is made by the following parties:

Travis County, a political subdivision of the State of Texas ("County") and

City of Austin, a home rule city, a municipal corporation, and political subdivision of the State of Texas ("City").

RECITALS

County maintains and operates a municipal court.

County and City desire to consolidate jury management.

County and City want to minimize duplicative efforts where possible.

Both County and City want to enter into an Interlocal Cooperation Contract pursuant to Texas Government Code Ch. 791.

AGREEMENT

NOW THEREFORE, in consideration of the above premises, County and City mutually agree to the following terms and conditions:

1.0 Definitions.

In this Agreement,

1.01 "City Council" means City Council of the City of Austin.

1.02 "Commissioners Court" means Travis County Commissioners' Court.

2.0 Term.

2.01 Initial Term. This Agreement shall be for a term of eighteen (18) months, commencing on January 1, 2024 and ending on June 30, 2026.

2.02 Renewal Term. This Agreement shall automatically renew on June 30, 2026, for a term of one year, and shall automatically renew for terms of one year thereafter, unless sooner terminated in compliance with this agreement.

3.0 County Responsibilities. County will:

3.01 Perform all functions necessary to summon and empanel jurors for Municipal Court and will provide jury panels, including completed juror questionnaires, for Municipal Court in accordance with its trial schedule.

3.02 Prepare juror payment checks for jurors serving in Municipal Court in amounts directed by Municipal Court.

3.03 Maintain jury service history for all jurors serving in Municipal Court.

3.04 Provide information to individuals who have questions about their jury duty and about jury service in general.

3.05 Provide Municipal Court with a schedule of jury empaneling dates on an annual basis.

3.06 Provide an invoice to Municipal Court, on a monthly basis, to reimburse Travis County for (1) juror payments made to jurors assigned to Municipal Court; and (2) the cost of services described above. The cost of services per empaneling date is calculated on Attachment A. For the renewal term, the District Clerk and the Municipal Clerk will meet before each renewal term to agree upon a new Attachment A, provided, however, that (1) the total Jury Costs will not increase more than 5% per year; and (2) the pro-rata cost sharing calculation will be based on the percentage of jurors sent to Municipal Courts multiplied by the total Jury Costs as agreed in Attachment A.

4.0 City Responsibilities. City will:

4.01 Provide the support necessary for the empaneling sessions.

4.02 Pay County within thirty (30) days of invoice for the cost of Empaneling Services described in Section 3.06.

4.03 Provide Travis County with a schedule of standard jury trial dates for Municipal Court and request any special jury panels by the Friday before the empaneling date immediately preceding the special jury trial.

4.04 Provide Travis County with the information necessary/needed to prepare juror payment checks for Municipal Court jurors.

4.05 Reimburse Travis County monthly, as invoiced, for juror payments made within thirty (30) days of receipt of a correct invoice.

5.0 Compliance with Law.

5.01 City and County shall comply with all laws, rules and regulations applicable to performance of this Agreement.

6.0 Amendments.

6.01 Formal Process. Any changes to the provisions of this Agreement or any attachments to it shall be made in writing and signed by both parties. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the Commissioners' Court. It is acknowledged by County that no officer, agency, employee or representative of City has any authority to change the provisions of this Agreement or any attachments to it, unless expressly granted that authority by the City Council.

6.02 City Request. City shall submit all request for changes to this Agreement or any attachment to Velva Price (or her successor in office), the Travis County District Clerk who shall present City's requests to the Commissioners' Court for consideration.

6.03 County Request. County shall submit all requests for changes to this Agreement or any attachment to it to Mary Jane Grubb (or her successor in office), Clerk of the Municipal Court who shall present County's requests to City Council for consideration.

7.0 Non-Waiver and Reservation of Remedies.

7.01 Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be construed as a modification of this Agreement or as 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.

7.02 Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any 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, this law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

8.0 Termination.

8.01 Either party may terminate this Agreement any time and for any reason by giving the other party written notice of its decision to terminate at least forty-five (45) days prior to the effective date of termination.

9.0 Law and Venue.

9.01 This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

10.0 Independent Entity and Acknowledgement of Responsibilities

10.01 Independent Entity. The parties expressly acknowledge and agree 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 shall 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 shall be considered an employee, agent, or representative of the City or gain any rights against the City pursuant to the City's personnel policies.

10.02 Responsibilities. City shall not be 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. County shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees in relation to this Agreement.

11.0 Immunity or Defense.

11.01 It is expressly understood and agreed that, in the execution of this Agreement, neither the City nor the County waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions.

12.0 Notices.

12.01 Method of Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in 12.02 or 12.03 for the party to whom the notice is given, or on the third 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 specified in 12.02 or 12.03.

12.02 Address of County. The address of County for all purposes under this **contract** shall be:

Honorable Andy Brown (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Honorable Velva Price (or her successor in office)
Travis County District Clerk
P.O. Box 679003

Austin, Texas 78767
Attention: File No. 121.36, Interlocal Cooperation Contract
regarding Consolidated Jury Management

12.03 Address of City. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

T.C. Broadnax (or his successor in office)
City Manager
P.O. Box 1088
Austin, Texas 78767

With copies to (registered or certified mail is not required):

Deborah Thomas (or her successor in office)
City Attorney
P.O. Box 1088
Austin, Texas 78767-8828

12.04 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 12.01.

13.0 Entire Agreement.

13.01 Agreement All Inclusive. 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 have been reduced to writing and are contained in this Agreement.

14.0 Severability.

14.01 If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and shall remain valid and binding.

15.0 Assignability.

15.01 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by City and County that no officer, agency, employee or representative of City or County has any authority to grant such assignment unless expressly granted that authority by the City Council and Commissioners Court, respectively.

16.0 Interpretational Guidelines.

16.01 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 form the computation.

16.02 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

16.03 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.

17.0 Legal Authority.

17.01 City Signors. The person or persons signing this Agreement on behalf of City, or representing themselves as signing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to sign this Agreement on behalf of City and to bind City validly and legally to all terms, performances, and provisions in this Agreement.

17.02 County Signors. The person or persons signing this Agreement on behalf of the County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

18.0 Effective Date. This Agreement is effective on _____, as stated in Section 2.0, when executed by both parties.

EXECUTED in duplicate originals this the ____ day of _____, 2024.

CITY OF AUSTIN

By: _____
T.C. Broadnax
City Manager

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXECUTED in duplicate originals this the _____ day of
_____, 2024.

TRAVIS COUNTY

By: _____
Travis County Judge
Travis County, Texas

ATTACHMENT A

See attached document