

MEMORANDUM

DATE: January 21, 2022
TO: Mayor Lankford and City Council
FROM: Mercy Rushing, City Manager
SUBJECT: Wood County Airport Agreement to Establish an Airport Assistant Manager between County, Quitman and Mineola.

Background information:

This is an Interlocal agreement to be made and entered between City of Quitman, City of Mineola and Wood TX., to establish an Airport Assistant Manager to work with the Wood County Airport Board.

Main information as follows:

- City of Quitman will directly manage the individual hired and will adhere to the City of Quitman Personnel Policy
- City of Quitman will not terminate the employment of any Airport Asst. Manager without notifying the Wood County Airport Board (also known as WCAB) in advance.
- Duties of WCAB is outlined within the contract agreement.
- WCAB will annually allocate an amount of the airport budget granted by City of Quitman which is 14%, the **City of Mineola is 28%** and Wood County will allocate 58% for the WCAB in order to fund the salary and associated fringe benefits as required by federal and state laws for the Airport Asst. Manager.
- On or before May 1st of each during the term of this agreement, WCAB will notify the City of Quitman, Mineola and Wood County regarding any estimated modifications to the salary for the upcoming contract year for the two cities and county's budgeting purposes.
- Agreements will be renewable annually in October for one-year terms unless terminated by either party upon a thirty (30) days advance written notice to the other parties involved.
- **City of Mineola 28% share of the budget for FY 2022 already budget from MEDC is \$26,300.00.**

Recommendation:

It is my recommendation that City Council consider approving Interlocal agreement proposed by the Wood County Airport Board between, City of Quitman, Mineola and Wood County. The Wood County Airport is a big part of our City's and Community's Economic Development resource for future growth.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF QUITMAN, THE CITY OF MINEOLA, AND THE COUNTY OF WOOD TO ESTABLISH AN AIRPORT ASSISTANT MANAGER FOR THE WOOD COUNTY AIRPORT.

This Agreement is made and entered into this _____ day of _____, 2021, by and between the City of Quitman, the City of Mineola, and Wood County, Texas, (County) with the agreement, consent, and participation of the respective City Councils and the Commissioner's Court of Wood County, TX, in accordance with the Interlocal Cooperation Act, as set out in Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

WHEREAS, the City of Quitman and the City of Mineola are a local government as defined in Texas Government Code, Section 791.003(4), has the authority to enter into this agreement and has entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County of Wood is also a local government as defined in Texas Government Code, Section 791.003(4), has the authority to enter into this agreement and has entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the County, the City of Mineola, and the City of Quitman specify that each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

NOW THEREFORE, in consideration of the terms and conditions herein which fairly compensate the performing party, it is mutually agreed as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which the parties will cooperate to establish the position of Airport Assistant Manager for the Wood County Airport.

2. DESIGNATION OF ADMINISTRATIVE AGENCY

The parties hereby designate the City of Quitman as the administrative agency of this agreement, as authorized by Section 791.013 of the Interlocal Cooperation Act, to supervise the performance of this Agreement. As such, the Wood County Airport Board (WCAB) shall cooperate with the City of Quitman in the exercise of their authority by the powers and authorities permitted to the WCAB by the Interlocal Cooperation Act and any other applicable law.

3. DUTIES OF THE CITY OF QUITMAN.

The City of Quitman shall perform the following services:

- 3.1. The City of Quitman will supervise the performance of the Agreement.
- 3.2. The City of Quitman will hire and employ an Airport Assistant Manager under the guidance of the WCAB and according to an employment contract presented to the City of Quitman by the WCAB.
- 3.3. The City of Quitman will provide copies of the employment contract for the Airport Assistant Manager to the Commissioner's Court of Wood County, Texas upon execution of this Interlocal Agreement and within 30 days of any amendment to the employment contract.
- 3.4. The City of Quitman will directly manage the individual hired to perform the duties of Airport Assistant Manager to the adherence of the City of Quitman Personnel Policy.
- 3.5. The City of Quitman will not terminate the employment of any Airport Assistant Administrator without notifying the WCAB in advance.
- 3.6. The City of Quitman will issue a copy of its personnel policies and procedures to the WCAB for use in overseeing and supervising the Airport Assistant Manager in their duties at the Wood County Airport. A copy of these policies shall be provided to Wood County upon execution of this agreement.

4. DUTIES OF THE WCAB.

- 4.1 The WCAB will develop and provide the City of Quitman and the individual hired to perform the duties of Airport Assistant Manager a scope of work including adherence expectations.
- 4.2 The WCAB and/or designated representative will supervise the day-to-day performance of the individual hired to perform the duties of Airport Assistant Manager according to the scope of work.
- 4.3 The WCAB will notify the City of Quitman if corrective action is required to meet the expectations according to the scope of work. The WCAB will manage the corrective action process as it relates to job performance.
- 4.4 If at anytime the WCAB determines that the performance of the individual responsible for the duties of the Airport Assistant Manager is below the agreed to expectations, the individual will be removed from the position by the City of Quitman.

- 4.5 The WCAB will annually allocate an amount of the airport budget granted to the WCAB by the City of Quitman (14%), the City of Mineola (28%), and Wood County (58%) for the WCAB, through the City of Quitman, in order to fund the salary and associated fringe benefits as required by federal and state law for the Airport Assistant Manager.
- 4.6 The WCAB will annually review the salary provided to the Airport Assistant Manager and may provide for salary increases comparable to those provided to similar positions in competitive industries so long as any changes in salary fall within the budget granted to the WCAB by the City of Quitman, the City of Mineola, and Wood County.
- 4.7 The WCAB shall on a monthly basis, reimburse the City of Quitman for all expenses incurred for the salary and associated fringe benefits for the Airport Assistant Manager out of the budget granted to the WCAB by the City of Quitman, the City of Mineola, and Wood County.

5. CONSIDERATION AND PAYMENT.

- 5.1 The WCAB shall reimburse the City of Quitman in full for the total cost of the Airport Assistant Manager's salary and benefits (and as it may be modified each fiscal year by salary increases and cost of living increases within the discretion of the City of Quitman), on a monthly basis during the term of this Agreement from the WCAB annual budget as granted to it by the City of Quitman, the City of Mineola, and Wood County. The WCAB shall remit each monthly payment by the 15th day of each month of the year.
- 5.2 Services provided for less than a full month shall be pro-rated and only reimbursed for the amount of services rendered.
- 5.3 On or before May 1st of each year during the term of this Agreement, the WCAB shall notify the City of Quitman, City of Mineola, and Wood County, regarding any estimated modifications to the salary of the Airport Assistant Manager for the upcoming contract year for the two cities' and county's budgeting purposes. Upon adoption of the County's budget for the fiscal year, the WCAB shall notify the City of Quitman of the approved budgets totals and the exact amount to be paid for the position. In the event the City of Quitman does not agree to the new contract amount, it shall within 30 days provide written notice to Wood County of its intent to terminate the Agreement as specified below.

6. TERM AND TERMINATION.

- 6.1 This Interlocal Agreement shall be effective on _____, 20__ and shall terminate on _____, 20__. The Agreement shall be renewable annually

in October for successive one-year terms unless terminated by either party upon thirty (30) days advance written notice to the other parties.

- 6.2 The City of Quitman may terminate the Agreement and cease provision of services if the WCAB should fail to make payment in full of the monthly installments due to the City of Quitman on the dates specified herein.
- 6.3 Upon termination of the Agreement for any reason, the City of Quitman shall return all executed copies of this Agreement, any employment contracts for the Airport Assistant Manager, and all obligations to provide services shall cease, and any amounts to be paid thereunder shall cease.

7. NOTICE.

Official notice shall be by written notice and delivery to all of the parties to this Agreement. Delivery shall be by deposit in the United States Postal Service, first class, return receipt requested or by hand delivery to:

TO THE COUNTY: The County of Wood
C/O Office of the County Judge
P.O. Box 938
Quitman, Texas 75883

TO THE COUNTY AUDITOR: Wood County Auditor
P.O. Box 389
Quitman, Texas 75883

TO THE COUNTY CRIMINAL DISTRICT ATTORNEY: Wood County Criminal District Attorney
P.O. Box 689
Quitman, Texas 75883

TO THE CHAIR OF THE WCAB: WCAB Chair
C/O Wood County Airport
311 CR 2355
Mineola, TX 75773

TO THE CITY OF QUITMAN: The City of Quitman
C/O Office of the Mayor
P.O. Box 1855
Quitman, Texas 75783

TO THE CITY OF MINEOLA:

The City of Mineola
C/O Office of the Mayor
P.O. Box 179
Mineola, X 75773

8. MISCELLANEOUS.

- 8.1 All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.
- 8.2 This writing constitutes and expresses the entire agreement between the parties and shall not be amended or modified except by written instrument signed by both/all parties. The parties agree that no representations or warranties shall be binding upon the parties unless all parties expressly consent in writing in this agreement.
- 8.3 This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. Venue for any cause of action shall be in a court of competent jurisdiction in Wood County, Texas.
- 8.4 If any portion of this agreement is invalid or unenforceable, this Agreement shall be considered severable as such provision, and the remainder of this agreement shall remain valid and binding as though such invalid or unenforceable provision was not included.
- 8.5 This agreement may be executed by multiple counterparts, each of which constitutes an original.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Wood, the City of Quitman, and the City of Mineola in the manner provided by law.

ATTEST:

THE COUNTY OF WOOD

Wood County Clerk

By _____
Wood County Judge
Date: _____

APPROVED AS TO FORM:

Name: _____
Wood County Criminal District Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATTEST:

THE CITY OF QUITMAN

City Secretary

By _____
Mayor
Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

THE CITY OF MINEOLA

City Secretary

By _____
Mayor
Date: _____

APPROVED AS TO FORM:

City Attorney