

INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (Contract) is entered into effective **September 1, 2016 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: The University of Texas at Austin ("UT AUSTIN") an institution of higher education and agency of the State of Texas

Office of the Senior Vice President and Chief Financial Officer
P.O. Box 8179
Austin, TX 78713-8179
Attn: Linda Shaunessy, Business Contracts Administrator
Business Contracts Administrator
Phone: (512) 471-8200
Email: Shaunessy@austin.utexas.edu

Performing Party: City of Austin, by and through its Police Department ("APD"), (a local government) of the State of Texas

Austin Police Department, Special Events
P.O. Box 689001
Austin, TX 78768-9001
Phone: 512-974-5032
Email: apd.specialevents@austintexas.gov

I. PURPOSE AND STATEMENT OF SERVICES TO BE PERFORMED:

The purpose of this Contract is to obtain the services of Performing Party to provide UT Austin, on an as needed basis, assistance in the planning and execution of street closures, parades, political protests and VIP escorts. APD will establish crowd control measures at events and maintains law and order. The APD special events team will closely monitor events with other ACE (Austin Center for Events) members. With applicable input from other ACE members, the APD may alter or original plans to address public safety concerns, as needed. APD will also provide specialty services, such K9, explosive, and air support specialists, as needed. All APD police officers working at an event are governed by APD department policy to ensure that a professional service is delivered within the tourism policing model. The Austin Police Department special events team works in partnership with the Texas Department of Public Safety , who are the public safety authority within the Capitol Complex, University of Texas Police Department,, who are the public safety authority on campus , and other law enforcement agencies (**Project**). This Contract will increase the efficiency and effectiveness of Contracting Parties.

II. REQUEST FOR SERVICES:

UT Austin will submit to APD separate requests for Special Event Unit services, as needed, for various sporting and special events.

Requests for services will specify:

- Date of Event;
- Start Time and End Time;
- Services needed (consistent with above Section III);
- Name, phone number and email address of each parties' contacts; and
- Estimated total cost

III. PAYMENT:

Receiving Party will remit payments to Performing Party for services satisfactorily performed in accordance with [Chapter 2251, Government Code](#) (Texas Prompt Payment Act).

Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate Performing Party for the services performed, and (3) will be made from current revenues available to Receiving Party.

[Section 51.012, Education Code](#), authorizes Receiving Party to make payments through electronic funds transfer methods. Performing Party agrees to accept payments from Receiving Party through those methods, including the automated clearing house system (ACH). Performing Party agrees to provide its banking information to Receiving Party in writing on Performing Party letterhead signed by an authorized representative of Performing Party. Prior to the first payment, Receiving Party will confirm Performing Party's banking information. Changes to Performing Party's bank information must be communicated to Receiving Party in writing at least thirty (30) days before the effective date of the change and must include an IRS Form W-9 signed by an authorized representative of Performing Party.

IV. FEES PAYABLE TO PERFORMING PARTY

| Assignment | Rate |
|------------------------------|---------|
| Police Sergeant/Hr | \$85.00 |
| Police Corporal/Detective/Hr | \$73.00 |
| Police Officer/Hr | \$63.00 |
| Police Cadet/Hr | \$31.00 |
| Dispatcher/Hr | \$34.00 |

| Assignment | Rate |
|-------------------------------|---------|
| Vehicle Rental/Hr | \$10.00 |
| Personal Watercraft Rental/Hr | \$10.00 |
| Watercraft Rental/Hr | \$20.00 |
| Mounted Rental/Hr | \$20.00 |
| Admin Fee Per Event/Fixed | \$45.00 |

- There is a two (2) hour minimum charge for each Austin Police Officer assigned to all events.
- A Supervisor is required when three (3) or more APD Officers are assigned to work the same event. Exception: The Chief may authorize up to five (5) officers for lane closures without using a supervisor.

- For larger events; a supervisor is required for every 10 Officers hired (e.g., 20 Officers = 2 Supervisors; 30 Officers = 3 Supervisors). Supervisors may not supervise more than 10 officers.
- One (1) police dispatcher will be required for events staffing 25 or more officers at any one time.
- Road closures and police escorts require a vehicle operating its emergency lights.
- With approval from an APD Special Events Unit supervisor, event producers may engage off-duty officers in secondary employment contract at rates that may vary from those stated above only for events that do not impact or take place in any streets or environments that require traffic control.

V. CONTRACT AMOUNT:

University will be responsible for all costs incurred pursuant to Section III.A., and APD will be responsible for all cost incurred pursuant to Section III.B.

VI. WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

Performing Party warrants that (1) it has authority to perform the services under authority granted by the Texas Constitution as a Home-Rule Municipality and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (3) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

VII. TERM:

This Agreement is effective as of September 1, 2016 ("Effective Date") and shall terminate on August 31, 2017.

VIII. TERMINATION:

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

IX. VENUE; GOVERNING LAW:

Travis County, Texas, will be the proper place of venue for suit on or in respect of this Contract. This Contract, all of its terms and conditions, and all of the rights and obligations of its parties, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

X. ENTIRE AGREEMENT; MODIFICATIONS:

This Contract supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Contract and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

XI. LOSS OF FUNDING:

Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

XII. STATE AUDITOR'S OFFICE:

Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\)](#) and [74.008\(c\), Education Code](#)). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

XIII. ASSIGNMENT:

This Contract is not transferable or assignable except upon written approval by Contracting Parties.

XIV. SEVERABILITY:

If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

XV. PUBLIC RECORDS:

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (**Public Information Act**), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or

UTAUS Agreement No. _____

take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

Executed effective on the Effective Date by the following duly authorized representatives of Contracting Parties:

Performing Party

City of Austin

By: _____

Name: _____

Title: _____

Date: _____

Receiving Party

The University of Texas at Austin

By: _____

Name: _____

Title: _____

Date: _____