

**INTERLOCAL COOPERATION CONTRACT BETWEEN THE CITY OF AUSTIN
AND THE UNIVERSITY OF TEXAS AT AUSTIN**

This **Interlocal Cooperation Contract (Contract)** is entered into by and between Contracting Parties pursuant to authority granted in and in compliance with Chapter 791, Government Code.

I. CONTRACTING PARTIES:

Receiving Party: The University of Texas at Austin ("UT Austin" or "Receiving Party"), an institution of higher education and agency, of the State of Texas on behalf of its Department of Intercollegiate Athletics.

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

Performing Party: City of Austin, by and through its Police Department ("APD" or Performing Party"), (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

II. STATEMENT OF SERVICES TO BE PERFORMED:

APD Special Events Unit will provide to 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 maintain 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 original plans to address public safety concerns, as needed. APD also will 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.

Performing Party represents and warrants that all services provided shall be performed in a competent, professional and satisfactory manner in accordance with the standards of a law enforcement officer in the employing Law Enforcement Agency.

III. FEES PAYABLE TO PERFORMING PARTY:

| ASSIGNMENT: | Hourly Rate: | ASSIGNMENT: | Hourly Rate: |
|---------------------------|--------------|-----------------------------|--------------|
| Police Sergeant | \$88.00* | Vehicle Rental | \$12.00* |
| Police Corporal/Detective | \$75.00* | Personnel Watercraft Rental | \$10.00* |
| Police Officer | \$75.00* | Watercraft Rental | \$20.00* |
| Lieutenant | \$94.00* | Mounted Rental | \$20.00* |
| Dispatcher | \$38.00* | Admin Fee Event/Fixed | \$57.00* |

* Performing Party's Fees may be adjusted, pursuant to applicable changes in the Performing Party's rates, as determined by the City of Austin, City Council and memorialized in the City of Austin fee schedule. APD agrees to notify UT Austin thirty (30) days prior to an effective fee increase. APD agrees to provide UT Austin a single point of contact for reaching out to APD finance, to respond to UT Austin inquiries concerning requested fee increases in budget planning period.

- There is a two (2) hour minimum charge for each Austin Police Officer assigned to all events.
- ***Span of Control***
When four (4) or more APD officers are simultaneously engaged in LERE at the same location, a supervisor, sergeant or above, must be present.
 - (a) No supervisor will supervise more than ten (10) officers.
 - (b) Supervisors must be present at the job site at all times.
 - (c) When multiple supervisors are required, one will be specifically designated as the supervisor-in-charge and be responsible for the actions of all officers working at that time. Designation of the supervisor in charge can be as assigned by the person scheduling the event or by agreement among those supervisors involved.
 - (d) When four (4) or more supervisors, are needed simultaneously at the same location for a LERE assignment, a lieutenant or above is required to be present at the job site at all times.
- 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.

IV. REQUEST FOR SERVICES:

To request services under this Agreement: 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

APD and UT Austin agree that the number of officers and needs varies from request to request, depending on the event. APD shall review each request and determine if APD can meet the needs of UT Austin for each individual request. For each request, APD shall notify the UT Austin liaison if APD can or cannot meet the needs of the individual request.

V. CONTRACT AMOUNT:

The total amount of this Contract will not exceed nine hundred thousand dollars (\$900,000).

VI. 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) will fairly compensate Performing Party for the services performed, and (2) 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.

VII. WARRANTIES:

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

Performing Party warrants (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 Contract, and (3) the representative signing this Contract on Performing Party's behalf is authorized by its governing body to do so.

VIII. TERM:

This Contract is effective on September 1, 2022 ("Effective Date") shall terminate on August 31, 2025.

IX. TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Contract, the other party may terminate this Contract 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 30-day period.

X. NO WAIVER OF IMMUNITY:

It is expressly understood and agreed that under this Contract neither contracting party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

XI. INDEPENDENT CONTRACTOR:

Nothing contained herein shall be deemed or construed by the Contracting Parties, nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties. Receiving Party assumes no liability for any Performing Party or Performing Party's Police actions and performance, and nothing herein contained shall be construed as limiting in any way the extent to which the Performing Party or the Performing Party's Police(s) may be held Damages to persons or property resulting from the Receiving Party's Officer(s) performance of the work covered under this Contract.

XII. ADDITIONAL TERMS AND CONDITIONS:

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, all rights and obligations of the parties, and all claims arising out of or relating to this Contract, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

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.

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.

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

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.

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 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: Rey Arellano

Title: Assistant City Manager

Date: _____

RECEIVING PARTY:

**THE UNIVERSITY OF TEXAS AT AUSTIN, FOR
INTERCOLLEGIATE ATHLETICS**

By: _____

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: _____