

**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.

The University of Texas at Austin
Office of the Senior Vice President and Chief Financial Officer
Business Contracts Office
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 Fire Department ("AFD" or Performing Party"), (a local government) of the State of Texas.

Austin Fire Department
P.O. Box 689001
Austin, TX 78768-9001
Phone: 512-974-5032
Email: AFDSpecialEvents@austintexas.gov.

II. STATEMENT OF SERVICES TO BE PERFORMED:

AFD Special Events Unit will provide to UT Austin on an as needed basis and as requested, assistance in the planning and execution of UT Austin events. The AFD special events team will closely monitor events with other ACE (Austin Center for Events) members. With applicable input from other ACE members, the AFD may alter original plans to address public safety concerns, as needed. Under this Contract services provided by AFD to UT Austin, may include those services offered by AFD under the categories of license/use permits, training/ education registrations, inspection services, site/plan reviews, special events, onsite stand-by inspectors, and stand-by fire apparatus, as well as providing for support specialists. Services provided by AFD at an event are governed by AFD department policy to ensure that a professional service is delivered within the site plan and fire prevention model.

Performing Party represents and warrants that all services provided shall be performed in a competent, professional and satisfactory manner.

III. FEES PAYABLE TO PERFORMING PARTY:

Performing Party's Fees for services will be in accordance with the AFD Fee Schedule, attached hereto as Exhibit A for reference. Fee Amounts 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. AFD agrees to notify UT Austin thirty (30) days prior to an effective fee increase.

IV. REQUEST FOR SERVICES:

To request services under this Contract: UT Austin will submit to AFD 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

V. CONTRACT AMOUNT:

The total amount of this Contract will not exceed one hundred fifty thousand dollars and zero cents (\$150,000).

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.

[SIGNATURE PAGE FOLLOWS]

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, FOR
INTERCOLLEGIATE ATHLETICS**

By: _____

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: _____

Category	Status	FY 20 Fee Amount	FY21 Fee Amount	Note	Change
Cancellation Fees					
Cancellation Fee		\$150.00	\$150.00		\$0.00
License/Use Permits					
Explosives/Blasting Agents Permit Fees					
<i>Operational permit required to use explosives or blasting agents at a named location for a specified period; reflected below.</i>					
Blaster License annual renewal		\$206.00	\$226.00		\$20.00
Class A		\$1,100.00	\$1,100.00		\$0.00
Class B		\$2,500.00	\$2,500.00		\$0.00
Class C		\$5,500.00	\$5,500.00	minimum	\$0.00
Class D		\$335.00	\$335.00		\$0.00
Nes License		\$270.00	\$270.00		\$0.00
Fire Protection System Permit		\$30.00	\$30.00	per system	\$0.00
<i>Annual permit to ensure that all fixed fire protection systems have been inspected by a third party.</i>					
Hazardous Materials Permit Fee		\$90.00	\$90.00		\$0.00
<i>Fees paid once every 3 years. Note: Range based on number of gallons of liquid, pounds of solid, and cubic feet of gas.</i>					
High Pile Review		\$206.00	\$226.00		\$20.00
High Pile Review with Hazmat		\$309.00	\$339.00		\$30.00
High Pile Storage Permit					
0-15,000 sq ft		\$102.00	\$129.00		\$27.00
15,001-50,000 sq ft		\$204.00	\$257.00		\$53.00
> 50,000 sq ft		\$306.00	\$386.00		\$80.00
Mobile Incinerator					
Annual permit renewal		\$130.00	\$129.00		(\$1.00)
Each site inspection/annual re-inspection		\$40.00	\$129.00	per site	\$89.00
Initial application and incinerator inspection		\$130.00	\$242.00		\$112.00
Professional Services/Analysis					
After Hours Fee		\$139.00	\$193.00	per hour, 2 hour minimum	\$54.00
Annual State Short-Term Occupancy Inspections					
<i>Includes Daycare, Foster Care, Adoption, Halfway Houses, Group Care, MHMR, Adult Daycare, or other short term</i>					
1-30 Occupants		\$102.00	\$129.00		\$27.00
> 30 Occupants		\$204.00	\$257.00		\$53.00
Clean Agent Extinguishing System Inspection					
1-50 heads		\$204.00	\$257.00		\$53.00

> 50 heads	\$204.00	\$257.00	plus \$0.50 per head over 50, \$2,000 maximum	\$53.00
Environmental Assessments	\$50.00	\$57.00		\$7.00
Fire Alarm System Inspection				
1-10 devices	\$102.00	\$129.00		\$27.00
101-200 devices	\$255.00	\$321.00		\$66.00
11-25 devices	\$153.00	\$193.00		\$40.00
26-100 devices	\$204.00	\$257.00		\$53.00
> 200 devices	\$255.00	\$321.00	plus \$0.50 per device over 200, \$2,000 maximum	\$66.00
Fire Final (Certificate of Occupancy) Inspection				
0-10,000 sq ft	\$102.00	\$129.00		\$27.00
> 10,000 sq ft	\$102.00	\$129.00	plus \$1.00 per additional 1,000 sq ft, \$500 maximum	\$27.00
Fire Pump Test	\$615.00	\$725.00		\$110.00
Fire Sprinkler System Inspection				
1-10 devices	\$102.00	\$129.00		\$27.00
101-200 devices	\$255.00	\$321.00		\$66.00
11-25 devices	\$153.00	\$193.00		\$40.00
26-100 devices	\$204.00	\$257.00		\$53.00
> 200 devices	\$255.00	\$321.00	plus \$0.50 per device over 200, \$2,000 maximum	\$66.00
Generator Testing				
< 660 gallons of fuel	\$102.00	\$129.00		\$27.00
> 660 gallons of fuel	\$206.00	\$226.00		\$20.00
Hospitals or Other Similar Occupancy Inspections	\$200.00 - \$1,500.00	\$257.00 - \$1,500.00	\$3 per bed, 2 hour minimum	\$57.00 - \$0.00
Hydrant Flow Testing Reports				
Actual flow test performed	\$306.00	\$386.00		\$80.00
Pulled from files	\$51.00	\$64.00		\$13.00
Hydrostatic Test - Underground Main	\$204.00	\$257.00		\$53.00
Kitchen Extinguishing Hood System Test	\$204.00	\$257.00		\$53.00
Miscellaneous Inspections	\$204.00	\$257.00		\$53.00
Mobile Food Vendor Inspection (Liquefied Petroleum Gas)	\$204.00	\$257.00		\$53.00
<i>Inspection of use, storage, handling and transportation</i>				
Nursing Home or Other Similar Occupancy Inspections	\$200.00 - \$1,500.00	\$257.00 - \$1,500.00	\$3 per bed, 2 hour minimum	\$57.00 - \$0.00

Paint Booth Extinguishing System		\$102.00	\$129.00		\$27.00
Reinspection Fee		\$204.00	\$257.00	an hourly fee of \$129 will be assessed per hour beyond 2 hours	\$53.00
Sequence Testing					
Commercial High Rise		\$1,112.00	\$1,028.00		(\$84.00)
Residential High Rise		\$510.00	\$643.00		\$133.00
Standpipe Flow Test					
1st building		\$1,556.00	\$1,340.00		(\$216.00)
Additional building		\$300.00	\$504.00	per building	\$204.00
State Licensed Occupancy Inspections		\$204.00	\$257.00		\$53.00
<i>Includes Labs, Clinics, Massage Therapy, Rehabilitation, Bonded Warehouses, Physical Therapy, or other similar</i>					
WUI Site Plan Inspection	New		\$257.00		
Site/Plan Reviews					
Access Control and Egress Impact Systems Review		\$206.00	\$226.00		\$20.00
Charge for drawings not drawn to a scale of 1/8"=1'		\$25.00	\$28.00	per sheet	\$3.00
Development Assistance Center (DAC) Review	New		\$34.00		
Dry Chemical Systems, Wet Chemical Systems, and Clean Agent Systems Review		\$206.00	\$226.00		\$20.00
Fire Alarm System Plan Review					
<i>(there is no additional charge for identical buildings on the same project that are not and do not need to be separately drawn)</i>					
<i>"Alarm devices" include individual pieces of equipment such as initiating devices, signaling devices, fire alarm panels, and power extenders.</i>					
1-10 devices		\$52.00	\$57.00		\$5.00
101-200 devices		\$206.00	\$226.00		\$20.00
11-25 devices		\$103.00	\$113.00		\$10.00
26-100 devices		\$155.00	\$170.00		\$15.00
> 200 devices		\$206.00	\$226.00	Plus \$57 for each 50 devices (or fraction of 50) above 200	\$20.00
Fire Building Permit Review	New		\$113.00		
Fire Residential Review	New		\$57.00		
Fire Site Plan Review	New		\$102.00		
Fire Sprinkler System Plan Review					
<i>(there is no additional charge for identical buildings on the same project that are not and do not need to be separately drawn)</i>					
1-10 devices		\$52.00	\$57.00		\$5.00
101-200 devices		\$206.00	\$226.00		\$20.00
11-25 devices		\$103.00	\$113.00		\$10.00

26-100 devices	\$155.00	\$170.00		\$15.00
> 200 devices	\$206.00	\$226.00	Plus \$57 for each 50 devices (or fraction of 50) above 200	\$20.00
High Rise Smoke Management Systems Review	\$206.00	\$226.00		\$20.00
<i>When Detailed Drawings and Calculations are not Included in the Building Permit Submittals</i>				
Miscellaneous Plan Review	\$206.00	\$226.00		\$20.00
Preliminary Review Fee	\$103.00	\$113.00	per hour, 1-hour minimum	\$10.00
<i>Fee charged to the customer for staff time needed to provide code consultations, code interpretations, and preliminary design input for new architectural and engineering designs.</i>				
Resubmittal Fee				
1st resubmittal	\$110.00	\$113.00		\$3.00
2nd and subsequent resubmittals	\$220.00	\$226.00	per submittal	\$6.00
Standpipe Systems Review	\$206.00	\$226.00		\$20.00
WUI Site Plan Review	New	\$226.00		
Special Events				
Burn Permit (Special Event)	\$153.00	\$153.00		\$0.00
<i>For non-performance burns</i>				
Carnival/Circus Operational Permit	\$408.00	\$408.00		\$0.00
Fire Watch (Stand By for Special Events)	\$278.00	\$278.00	2 hour minimum, \$139 for each additional hour	\$0.00
Fireworks/Pyrotechnics	\$306.00	\$306.00		\$0.00
Outdoor Event Permit				
1000+ Expected Attendees	\$408.00	\$408.00		\$0.00
49-999 Expected Attendees	\$204.00	\$204.00		\$0.00
Tent Permit with Outdoor Event	\$51.00	\$51.00		\$0.00
<i>Per tent, when submitted as part of an Outdoor Event Permit</i>				
Public Assembly Permit	\$255.00	\$255.00		\$0.00
<i>Annual permit requirement for buildings with an occupant load >49 & alcohol sales >51%</i>				
Reinspection Fee for Special Events	\$204.00	\$204.00		\$0.00
<i>Fee for inspector to revisit a special event site due to safety findings in original visit</i>				
Special Effects	\$204.00	\$204.00		\$0.00
Special Event Permit Revision Fee	\$102.00	\$102.00		\$0.00
<i>Fee to review changes to an existing Special Event application</i>				
Stand By Type VII Fire Apparatus	\$384.00	\$384.00	2 hour minimum, \$192 per additional hour	\$0.00
<i>Fee for a six wheeler ATV with LT and Spec</i>				
Standby Fire Apparatus	\$780.00	\$780.00	2 hour minimum, \$390 per additional hour	\$0.00
<i>Fee for a Fire Engine with four crew : LT, Spec, and two FF</i>				

Temporary Change of Use Permit	\$306.00	\$306.00		\$0.00
<i>Permit issued for hosting public events of >49 people in a non public assembly structure</i>				
Temporary Helistop Permit	\$204.00	\$204.00		\$0.00
<i>Permit required to ensure temporary helistop is in compliance with City of Austin adopted International fire code and NFPA 25 Standpipe System Flow and Hydrostatic Test.</i>				
Temporary Occupancy Load Adjustment	\$204.00	\$204.00		\$0.00
Temporary Use Permit	\$102.00	\$102.00		\$0.00
Tents/Temporary Membrane Structure Permit				
<i>Permit required for tents within 20 ft. of a building OR walled on any side in excess of 400 sq ft or any tent which exceeds 700 sq ft in area. Permit also required for temporary membrane structures.</i>				
1st Tent	\$204.00	\$204.00		\$0.00
Each additional tent	\$51.00	\$51.00		\$0.00
Theatrical Performance with Open Flame	\$204.00	\$204.00		\$0.00
<i>Performances with open flames</i>				
Trade Show/Exhibit Permit	\$204.00	\$204.00		\$0.00
<i>Permit required for all events classified as trade shows, exhibits, or garden shows</i>				
Trade Show/Exhibit Additional Floor Plan Review	\$51.00	\$51.00		\$0.00
Training/Education Registrations				
Hazardous Materials Training Class (Private Sector Participants)	\$2.50	\$2.50	per hour	\$0.00
Regional Training Fees				
<i>Tiered training including self-paced and self-directed training in prescribed increments conducted at an AFD facility for regional fire service providers. These fee types of training are arranged by Tiers 1 through 7 and fees would be assessed depending on the tier type chosen by the class coordinator for the training to be conducted.</i>				
Tier I	\$80.00	\$80.00	per 4 hours	\$0.00
Tier II	\$350.00	\$350.00	per 4 hours	\$0.00
Tier III	\$525.00	\$525.00	per 4 hours	\$0.00
Tier IV	\$745.00	\$745.00	per 4 hours	\$0.00
Tier V	\$1,625.00	\$1,625.00	per 4 hours	\$0.00
Tier VI	\$28.00	\$28.00	per year	\$0.00
Tier VII	\$3.00	\$3.00	per year	\$0.00
State Inspector Course Fees	\$500.00	\$500.00	six-week class	\$0.00