

INTERLOCAL COOPERATION ACT AGREEMENT

Between The

CITY OF AUSTIN AND THE UNIVERSITY OF TEXAS AT AUSTIN

RECITALS

This agreement (Agreement) is an interlocal agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party represents and warrants that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. Each Party represents and warrants that the compensation to be paid to the performing Party contemplated in this Agreement is in amounts that fairly compensate the performing Party for the services or functions described in this Agreement, and is made from current revenues available to the paying Party. In carrying out the duties in this Agreement, the City of Austin may designate an entity, such as the Austin Sports Commission, to perform certain duties as specified by the City.

Recognizing the importance of working cooperatively to attract national sporting events to the Austin area, City of Austin (City) and University of Texas at Austin (UT) (Party or Parties) agree to enter into this Agreement as follows:

1. Purpose of this Agreement

This Agreement regarding the use of Sporting Event Trust Funds (Agreement) is solely to establish the parties' rights and responsibilities with respect to the application to the Texas Comptroller of Public Accounts (Comptroller) for creation of a Sporting Event Trust Fund (SETF), and payments to and from that account for qualifying events that UT may be able to bring to Austin. The SETF is a program established pursuant to Section 5C, Article 5190.14 of Vernon's Texas Civil Statutes. As prescribed in Section 5C (b) of the Act, if UT brings a qualifying event to Austin, and the Comptroller approves, the City will contribute tax revenues otherwise payable to the City for the period of time set out in Section 5C (b) of the Act. This time period satisfies the sufficient period required to trigger full state funding under the terms of the Act.

This Agreement does not constitute City approval for any permits or licenses that may be needed by UT or any event that it brings to Austin. UT is solely responsible for obtaining any needed permits, licenses, insurance, and bonding for any qualifying national event that UT brings to Austin.

This Agreement does not require UT to bring any qualifying events to Austin.

2. Term

The initial term of this Agreement is from the last date of final signature to _____, 2010. Following this initial term, the Agreement shall automatically renew each _____ 1st (Renewal Date) for a total of five additional annual terms.

This Agreement may be terminated by either Party by giving thirty (30) days written notice to the other Party in the month preceding an upcoming Renewal Date, or by following the termination procedures set out in Section 4 below.

It is the intent and understanding of the Parties that the obligations of each Party under this Agreement are effective only if each Party has fully appropriated funds for performing its obligations for the Party's current fiscal year. If a Party does not appropriate sufficient funds for it to perform its obligations under this Agreement, this Agreement shall be void and the Party that did not appropriate funds shall promptly give notice to the other Party of the non-appropriation.

3. General Obligations of Each Party

1. UT shall take appropriate steps to compete and to bring qualifying national sporting events to Austin.
2. UT will notify City, and any entity the City may designate to coordinate these SETF applications, if it has successfully competed and brought an event to Austin that would qualify for the SETF.
3. City will submit an application to the Comptroller requesting that the Comptroller establish a SETF for the event.
4. If the Comptroller establishes the SETF, City will remit its payment to the SETF as required by the Comptroller.
5. UT and City will submit invoices, receipts, and other documents as specified by the Comptroller, to an entity the City designates, currently this entity is the Austin Sports Commission, to obtain reimbursement of eligible expenses from the SETF.
6. UT and City will coordinate and inform the Comptroller of the Payee(s) for the reimbursement.

4. Termination

Termination with Cause

In the event of default by a Party, the other Party shall have the right to terminate the Agreement for cause, by written notice sent certified mail to the Party in default. Unless the Party giving notice specifies a different time in the notice, the Agreement is terminated thirty (30) calendar days after the notice date. During this time period, the Party alleged to be in default may cure the default or provide evidence sufficient to prove to the other Party's reasonable satisfaction that the default does not exist or will be cured

in a time satisfactory to the Party alleging the default. In addition to any other remedy available under law or in equity, the Party not in default shall be entitled to recover all actual damages and direct costs incurred as a result of the other Party's default, reasonable court costs, and prejudgment and post-judgment interest at the maximum lawful rate to the extent authorized by law. Each Party's rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Termination for Convenience

Either Party may terminate this Agreement for convenience at any time with thirty (30) calendar days' written notice to the other Party. The Party receiving notice shall immediately stop performance of services (unless the Notice directs otherwise) and deliver all documents accumulated in performing this Agreement (whether finished or in process) to the other Party within ten (10) business days, or as otherwise stated in the Notice. Any transaction that is in process would be completed.

5. Notices

When this Agreement requires the Parties to provide notice to each other, the notice shall be in writing. Notices must be addressed, hand-delivered, faxed, or emailed only to the person designated for receipt of notice. A mailed notice shall be considered delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested, postage prepaid. Hand-delivered notices are considered delivered only when the addressee receives those notices. Notices delivered by fax or e-mail are considered delivered three (3) business days after transmittal or when received by the addressee whichever is earlier. The Parties may make routine communications by first class mail, email, fax, or other commercially accepted means. Notices and routine communications to the City and UT shall be addressed as follows:

UNIVERSITY OF TEXAS AT AUSTIN

C. Douglas Messer and
Lynn E. Wheeler
Intercollegiate Athletics
Post Office Box 7399
Austin, Texas 78713-7399

Phone: (512) 471-1338 and (512) 471-8941
Facsimile: (512) 471-2378
E-mail: doug.messer@athletics.utexas.edu
lynn.wheeler@athletics.utexas.edu

With copies to Patricia C. Ohlendorf and
Debra Y. Stevens

CITY OF AUSTIN

Rudy Garza, Assistant City Manager
City of Austin
P.O. Box 1088
Austin, Texas 78767-1088
Tel: 512 974-7789
Fax: 512 974-2833
rudgy.garza@ci.austin.tx.us

Mark Tester, Director of the Austin Convention Center Department
500 East Cesar Chavez
Austin, Texas 78701
Tel: 404 4040
Fax: 404-4416
Email: mark.testter@ci.austin.tx.us

And
Matthew Payne, Executive Director(or successor),
Austin Sports Commission
301 Congress Avenue, Suite 200
Austin, Texas 78701
Phone: (512) 583-7257
Facsimile: (512) 583-7357
E-mail: mpayne@austintexas.org

Either Party may designate an alternative addressee or address by sending written notice to the other Party.

6. Miscellaneous

Complete Agreement This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

Amendment in Writing This Agreement may be modified or amended only in writing duly executed by each Party.

Repeal or modification of the Act Should the Act be repealed or modified in such a manner that an event no longer qualifies under the provisions of the Act at current

funding levels, this Agreement shall become voidable by either Party on thirty (30) days written notice.

Jurisdiction and Venue The parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be in Austin, Travis County, Texas.

Severability If a court of competent jurisdiction determines any term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.

AGREED AND APPROVED:

UNIVERSITY OF TEXAS AT AUSTIN

By: _____
Debra Y. Stevens

Date: _____

CITY OF AUSTIN

By: _____
Rudy Garza, Assistant City Manager

Date: _____