

INTERLOCAL COOPERATION ACT AGREEMENT
Between The
CITY OF AUSTIN AND THE UNIVERSITY OF TEXAS

I. 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 made to the performing party contemplated in this Agreement are in amounts that fairly compensate the performing party for the services or functions described herein, and are made from current revenues available to the paying party.

Recognizing 1) the importance of the City of Austin's ("City") and the University of Texas' ("UT") (collectively the "Parties") participation in the Greater Austin-Travis County Regional Radio System ("GATRRS") which provides radio communications for public safety agencies in the Austin-Travis County region, 2) the City's role as GATRRS Program Manager, and 3) the public purpose of promoting and ensuring public safety through consistent maintenance and repair of GATRRS member video/audio systems, the Parties hereby agree to enter into this video/audio system maintenance agreement ("Agreement") as follows:

II. Term

The initial term of this Agreement is from the latest date of final execution of the Agreement to September 30, 2011. Following this initial term, the Agreement shall automatically renew each October 1st (the "Renewal Date") unless terminated pursuant to the terms of this Agreement. It is the intent and understanding of the Parties that the obligations of each party under this Agreement shall remain effective only so long as and provided that each party has fully appropriated funds for performing such obligations for the party's current fiscal year. If for any fiscal year of any party funds are not appropriated for such party's performance of its obligations under this Agreement, this Agreement shall become void and such party shall promptly give notice to the other parties of the nonappropriation of funds.

III. Services

- A. City shall install and maintain the following equipment: mobile, portable, and fixed two-way radios and any ancillary equipment, sirens, light bars, in-car video systems, mobile data computers, pagers, and any other similar or related equipment.
- B. City shall provide primary maintenance services for the equipment at the City Wireless Communication Services Division radio repair facility (or facilities).

The service shall include the regular inspection of the equipment and any maintenance or repair necessary to maintain it in good working order. Upon request, the City shall also install and remove equipment from vehicles.

- C. UT agrees that the equipment described herein is for UT's sole use.

IV. Rates, Billing, & Payments

- A. The rates for service are as follows. The City may increase these rates. City shall provide sixty (60) days written notice to UT should rates increase.
1. Hourly labor at \$68.20 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday.
 2. Hourly labor at \$102.30 per hour for work performed "outside normal business times," which are from 5:00 p.m. until 7:30 a.m. on Monday through Friday, from 5:00 p.m. on Friday through 7:30 a.m. on Monday (includes both 24-hour weekend days), and all work performed on City holidays.
 3. Parts and supplies used in the performance of maintenance and repair activity at the City of Austin's documented cost plus 25%.
 4. Service call vehicle trip charge of \$34.10 per trip.
- B. Estimated total billing is \$10,000 per year for the first three years. Billing will be from the 21st of the month through the 20th of the following month. The first billing will be adjusted.
- C. City shall be reimbursed for any direct cost of City labor and parts in performing on-going maintenance service to equipment described herein.
- D. UT will pay City on a timely basis for monthly billing on Radio Communication Maintenance Services.

V. Termination

Either Party may terminate this Agreement in whole or in part if the other Party fails to comply with any term or condition of the Agreement, including the inability of City to conform to changes required by federal, state, or local laws or regulations. The terminating Party shall notify the other Party of the decision to terminate this Agreement at least sixty (60) days before the effective date of termination, and in the case of a partial termination, the portion of the Agreement to be terminated. The other Party may avoid termination by correcting the reasons for termination prior to the effective date of termination stated in the notice to the satisfaction of the terminating Party. In the event that City notifies UT of a change in rates that is not acceptable to UT, UT shall notify City and provide at least sixty (60) days notice of the effective date of termination. If either Party terminates this Agreement, City has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination. Without waiving any legal rights, the parties agree to voluntary mediation of any disputes.

VI. Notices

Any notices to be given under this Agreement shall be considered delivered (i) upon personal service upon the person designated in this Agreement for such notice; (ii) within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or (iii) one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The Parties designate the following persons for receipt of notice:

If to UT:

Name: Terry McMahan

Title: Assistant Chief, University of Texas Police Department

Address: The University of Texas at Austin

University Police

PO Box 7787

Austin, TX 78713

Phone: (512) 232-9699

Email: Terry.McMahan@austin.utexas.edu

If to City of Austin:

Name: Chuck Brotherton

Title: Wireless Communication Services Manager, City of Austin

Address: City of Austin Wireless Communication Services Division

1006 Smith Road

Austin, TX 78721

Phone: (512) 927-3209

Email: Charles.Brotherton@ci.austin.tx.us

The Parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other parties, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

VII. Miscellaneous

- A. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supercedes 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.
- B. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this

Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.

AGREED AND APPROVED:

UNIVERSITY OF TEXAS

By: _____

Date: _____

CITY OF AUSTIN

By: _____

Date: _____

**Marc A. Ott
City Manager**