

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

THE STATE OF TEXAS  
COUNTY OF TRAVIS

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

**I. Contracting Parties:**

The Receiving Party: City of Austin a local government of the State of Texas  
  
Austin Police Department, Training Academy, Continuing Education  
Unit, P.O. Box 689001, Austin, TX 78768-9001

The Performing Party: The University of Texas at Austin ("UT") an institution of higher  
education and agency of the State of Texas.  
  
PRC Commons Center  
10100 Burnet Road, Building 137 R7900  
Austin, TX 78758

**II. Statement of Services to be Performed**

The city of Austin Police Department will enter into this Inter-local Agreement with UT in order to acquire access to conference services and facilities. The UT Commons Center will provide conference rooms, audio-visual equipment rentals, and catering services for various events and classes planned throughout the year.

**III. Basis for Calculating Reimbursable Costs**

Attachment A to this agreement provides an estimate for the costs associated with the events and classes noted in Section II. This amount is subject to change, based upon the current fee schedule of the UT Commons Center and the event requirements.

**IV. Contract Amount**

The total amount of this Contract shall not exceed **\$240, 000.00** (two hundred forty thousand dollars), including fees and expenses.

**V. Payment of Services**

Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

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

Invoice shall be sent to: City of Austin Police Department  
Financial Management  
P.O. Box 1629  
Austin, Texas 78767-1629

## **VI. Certifications**

The signer of this contract possesses the right, power, legal capacity and full legal authority to execute this contract on behalf of the contracting party and to bind the contracting party to the terms and conditions set forth herein. Furthermore, the signer of this contract certifies that the contracting party is authorized to perform/receive the services required by this Agreement, that the contracting party has received all necessary approvals to execute and deliver this contract, and those services further a governmental function of the City of Austin.

## **VII. Term of the Agreement**

- A. The contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or her designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

## **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 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 thirty-day period.

## **IX. No Assignment.**

A party to this Contract shall not assign or transfer its interests under the Contract.

## **X. Notices.**

All notices hereunder shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to UT: Molly Anderson  
Assistant Director  
Commons Learning Center  
The University of Texas at Austin  
10100 Burnet Road, Building 137, Mail code R7900  
Austin, TX 78758

If to COA: Austin Police Department  
Continuing Education Unit  
P.O. Box 689001  
Austin, TX 78768-9001

**XI. 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.

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

**Receiving Party  
City of Austin**

**Performing Party  
The University of Texas at Austin**

By: \_\_\_\_\_

By: \_\_\_\_\_

Marc A. Ott  
City Manager

Debra Y. Stevens  
Business Contracts  
Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Attachment A

Room Name	Capacity by seating arrangement					Cost Change Scheduled	Cost by customer affiliation					
	Class	Square	U-formation	Conference	Group		PRC		UT Campus		Non-UT	
							Full	Half	Full	Half	Full	Half
<a href="#">Commons Atrium</a>	N/A	0	0	300	300		0	0	95	60	160	125
<a href="#">Patio</a>	N/A	0	0	0	52		0	0	0	0	0	0
	330	N/A	0	0	0		0	0	365	305	700	500
<a href="#">1.122</a>	148	N/A	0	0	0		0	0	240	200	500	350
<a href="#">1.106</a>	16	12	12	12	12		0	0	110	85	160	125
<a href="#">1.108</a>	72	00	00	32	60		875	875	875	875	1050	1050
<a href="#">1.112G</a>	24	22	18	16	24		0	0	120	100	200	140
<a href="#">1.130</a>	40	32	26	32	36		0	0	190	150	325	250
<a href="#">1.138</a>	56	36	30	30	48		0	0	245	170	350	285
<a href="#">1.140</a>	40	32	26	32	36		0	0	190	150	325	250
<a href="#">1.162</a>	28	20	20	20	24		0	0	130	105	210	150
<a href="#">1.164</a>	20	16	20	16	16		0	0	115	75	160	125
<a href="#">1.210</a>	N/A	0	0	0	48		75	75	75	75	105	105
<a href="#">WPR 1.110</a>	36	30	26	30	30		170	120	170	120	285	210
<a href="#">WPR Auditorium</a>	170	N/A	0	0	0		285	200	285	200	560	390
<a href="#">WPR East Atrium</a>	N/A	0	0	0	120		95	60	95	60	160	125
<a href="#">WPR West Atrium</a>	N/A	0	0	0	170		95	60	95	60	160	125
<a href="#">WPR 3.1004</a>	50	36	28	36	36		240	170	240	170	350	285