

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

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Cooperation Agreement ("Agreement") 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: The University of Texas at Austin ("UT Austin") an institution of higher education and agency of the State of Texas

Office of the 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

The Performing Party: City of Austin, by and through its Police Department ("APD"), 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 Police Department, who are the public safety authority on campus, and other law enforcement agencies.

III. Fees Payable to Performing Party.

Assignment	Rate	Assignment	Rate
Police Sergeant/Hr	\$85.00	Vehicle Rental/Hr	\$10.00
Police Corporal/Detective/Hr	\$73.00	Personal Watercraft Rental/Hr	\$10.00
Police Officer/Hr	\$63.00	Watercraft Rental/Hr	\$20.00
Police Cadet/Hr	\$31.00	Mounted Rental/Hr	\$20.00
Dispatcher/Hr	\$34.00	Admin Fee Per Event/Fixed	\$45.00

- There is a two (2) hour minimum charge for each Austin Police Officer assigned to all events.
- A Supervisor is required when three (3) or more APD Officers are assigned to work the same event. Exception: The Chief may authorize up to five (5) officers for lane closures without using a supervisor.
- For larger events; a supervisor is required for every 10 Officers hired (e.g., 20 Officers = 2 Supervisors; 30 Officers = 3 Supervisors). Supervisors may not supervise more than 10 officers.
- 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.

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

V. Payment of Services.

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

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

VI. Warranties.

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

Performing Party warrants that (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 Agreement; and (3) the representative signing this Agreement on its behalf is authorized by its governing body to sign this Agreement.

VII. Term of the Contract.

This Agreement is effective as of September 1, 2015 ("Effective Date") and shall terminate on August 31, 2016.

VIII. No Assignment.

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

IX. Waiver of Immunity

It is expressly understood and agreed that under this Agreement 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.

X. 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 Agreement, the other party may terminate this Agreement 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 (30) day period.

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

Performing Party
City of Austin

By: _____
Rey Arellano
Assistant City Manager

Date: _____

Receiving Party
The University of Texas at Austin

By: _____
Linda Shaunessy
Business Contracts Administrator

Date: _____