

INTERLOCAL AGREEMENT

This **Interlocal Agreement (Agreement)** is entered into effective **July 1, 2022 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: The City of Austin, a Texas home-rule city located in Travis, Williamson, and Hays counties, on behalf of its emergency medical services provider, Austin-Travis County Emergency Medical Services ("EMS").

Performing Party: The University of Texas at Austin "UT", Department of Intercollegiate Athletics, an agency of the State of Texas.

PURPOSE:

The purpose of this Agreement is for UT to provide an area for EMS to dock inflatable rescue boats at The University of Texas Rowing Center on Lady Bird Lake, on an as needed basis. (**Project**).

STATEMENT OF SERVICES TO BE PERFORMED:

Performing Party will perform the following services (**Services**):

1. Allow EMS to dock their inflatable rescue boats on an as needed basis at the UT Rowing Center, provided however EMS's use of the dock shall be limited to those certain locations, designated by Performing Party to otherwise not impede any practice, training, competition, or facility operations.

Receiving Party will:

1. Maintain and keep its inflatable rescue boats, slip covers, and dock area location (including walk way) clean, clear, and in good appearance.
2. Properly dock, secure, and moor its boats to prevent damage to it or to other boats or persons.
3. Park outside of the UT Rowing Center gates to not block any team/staff vehicles, if access its inflatable rescue boats is needed during a time vehicles are in the parking lot.

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 773 and other chapters of the *Texas Health and Safety Code*, and [Chapter 791 of the 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 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 in Section 67, *Texas Education Code* 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 Performing Party's behalf is authorized by its governing body to do so.

TERM:

The term of this Agreement begins on the Effective Date and expires on **June 30, 2024**, unless earlier terminated by written agreement of both Parties. The Parties will have two one-year options to renew this Agreement by mutual written agreement signed by authorized signers of both Parties.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier,

facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

If to Receiving Party: Austin-Travis County Emergency Medical Services
P.O. Box 1088
Austin, Texas 78767-1088
Email: Robert.Luckritz@austintexas.gov
Attention: Robert Luckritz, Chief EMS

with copy to: City of Austin
Financial Services Department – Real Estate
P.O. Box 1088
Austin, Texas 78767-1088
Email: Leasing@austintexas.gov
Attention: Property Management

If to Performing Party: The University of Texas at Austin
Department of Intercollegiate Athletics
P.O. Box 7399
Austin, Texas 78713
Email: _____
Attention: Chief Financial Officer Rob Novak

or other person or address as may be given in writing by either party to the other in accordance with this Section.

TERMINATION:

In the event of material failure by a Contracting Party to perform its duties and obligations in accordance this Agreement, the other party may terminate this Agreement upon sixty (60) 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.

Either Party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other Party.

Venue; Governing Law. Travis County Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all of its terms and conditions, all rights and obligations of the parties, and all claims arising out of or relating to this Agreement, 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 Agreement 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 Agreement 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.

[Signature Page Follows]

Executed by the following duly authorized representatives of Contracting Parties:

City of Austin

By: _____

Name: Ed Van EeNoo

Title: Chief Financial Officer

Date: _____

The University of Texas at Austin

By: _____

Name: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

Name: _____

Assistant City Attorney