

STATE OF TEXAS
INTERAGENCY CONTRACT

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interagency 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 *Interagency Cooperation Act, Chapter 771, Texas Government Code*.

I. Contracting Parties

The Receiving Agency: Texas Facilities Commission

The Performing Agency: The University of Texas at Austin, on behalf of Parking and Transportation

II. Statement of Services to be Performed

The Performing Agency will provide 125 parking spaces at the Intramural Fields for use by the Receiving Agency. The parking spaces will be provided from June 1, 2018 until August 31, 2020. The Performing Agency will provide the Receiving Agency with parking permits to display in the vehicles parked in the spaces. The spaces would be available for use Monday through Friday from 7:00 a.m. to 6:00 p.m. central time.

III. Basis for Calculating Reimbursable Costs per Tournament

Performing Agency will charge Receiving Agency \$70 per parking space per month. The total cost for 125 spaces per month would be \$8750 or \$105,000 per year.

IV. Contract Amount

The total amount of this Contract shall not exceed \$105,000 (One Hundred Five Thousand Dollars) per year.

V. Contract Amount

The total amount of this contract shall not exceed \$245,000 (Two Hundred Forty-Five Thousand Dollars).

VI. Payment of Services

Performing Agency will invoice Receiving Agency for services on a monthly basis. Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code*.

Payments made under this Contract (1) are based on cost recovery (2) will fairly compensate Performing Party for the services performed under this Contract, and (3) will be made from current revenues available to Receiving Party.

VII. Warranties

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 2165 and Chapter 771, *Texas Government Code Annotated*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VIII. Term of the Contract

This Agreement is effective as of the later of June 1, 2018 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2020.

IX. Termination

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon 120 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 agency. The termination will not be effective if the material failure is fully cured prior to the end of the termination period.

Performing Agency may terminate this Contract without cause upon 120 days' advance written notice of termination to the Receiving Agency.

X. Severance

Should any one or more provisions of this Contract be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Contract and shall not affect the validity of all other provisions of this Contract, which shall remain of full force and effect.

XI. Dispute Resolution

The parties agree to use good-faith efforts to decide all questions, difficulties, or disputes of any nature that may arise under or by this Contract; provided however, nothing in this paragraph shall preclude either party from pursuing any remedies as may be available under Texas law.

XII. Certifications

The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the proposed arrangements serve the interest of efficient and

economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

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

Receiving Agency

Performing Agency

Texas Facilities Commission

The University of Texas at Austin

By: JSR

By: _____

John S. Raff

Linda Shaunessy

Interim Executive Director

Business Contract Administrator

Date: 3-26-18

Date: _____

G.C. NRG

Dir. MH

D.E.D. de