

INTERLOCAL COOPERATION CONTRACT

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: Texas Facilities Commission Agency Number 303, a local government of the State of Texas

Charlvin B. Doty
Program Manager/Assets, Warehouse & Fleet
Texas Facilities Commission
1706 San Jacinto Blvd.
Austin, Texas 78701
Phone: (512)463-4920

The Performing Party: The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.

University of Texas Parking and Transportation Services,
Mark Kaligian
P.O Box 7546
Austin, Texas
Phone: (512) 475-6522
Fax: (512) 471-3629

II. Statement of Services to be Performed

This Contract is issued to memorialize an agreement for Vehicle Maintenance, use of a vehicle wash and fueling facilities provided by the Parking and Transportation Services of The University of Texas for or the Texas Facilities Commission Fleet Maintenance Program.

Responsibilities of the University Of Texas (UT) Parking and Transportation Services
In accordance with Government Code, Chapter 771, Sec. 771.004(b), this written agreement for materials and services specifies: (1) the kind and amount of services or resources to be provided; (2) the basis for computing reimbursable costs; and (3) the maximum cost during the period of the agreement or contract.

The materials and services provided by the Performing Agency will include the following:

1. Automotive parts & fluids as needed for the safe operation of each vehicle
2. Preventative Maintenance services
3. Repair services
4. State Inspection services
5. Fuel – Unleaded gasoline, diesel, biodiesel, E85, and propane
6. Car wash services
7. Vehicle vacuum services
8. Other automotive related services as requested (such as towing, etc.)

III. Basis for Calculating Reimbursable Costs

Section 771.007 of the Act limits payment to reimbursement of actual costs. Actual costs for each APP and RFP class are as follows:

- Vehicle maintenance and repair: = \$55 per hour plus parts

 - Use of vehicle wash facility = \$5.00 per 10 minutes

 - Vacuums = \$2.00 per 10 minutes

 - State inspections = At State mandated rates

 - Fuel = City of Austin Bulk Fuel contract plus \$.08 per gal
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IV. Contract Amount

The total amount of this Contract shall not exceed Two-Hundred-fifty-thousand dollars (\$250,000).

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 available to Receiving Party.

VI. Warranties

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *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 Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

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 _____, *Texas _____ Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

VII. Term of the Agreement

This Agreement is effective as of the later of September 1, 2016 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2017

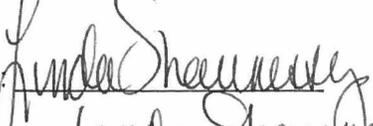
Receiving Party

Texas Facilities Commission

By: 
Name: KAY McDANIEL
Title: GENERAL COUNSEL
Date: 9/14/16

Performing Party

The University of Texas at Austin

By: 
Name: Linda Shauver
Title: Bns Contracts
Date: 7/19/2016