

INTERLOCAL COOPERATION CONTRACT

This **Interlocal Cooperation Contract (Contract)** is entered into effective **July 20, 2021 (Effective Date)**, by and between Contracting Parties pursuant to authority granted in and in compliance with [Chapter 791, Government Code](#).

CONTRACTING PARTIES:

Receiving Party: City of Round Rock, a Texas home-rule municipality (a local government) of the State of Texas.

Performing Party: The University of Texas at Austin ("UT Austin" or "Performing Party"), an institution of higher education and agency, of the State of Texas on behalf of its Department of Intercollegiate Athletics.

PURPOSE:

Receiving Party shall host the Big 12 Conference, Inc., ("Conference") Big XII Soccer Championships, at the Round Rock Multipurpose Complex in the 2021, 2022, 2023 seasons.

The purpose of this Contract is to obtain the services of Performing Party to perform and provide certain services in support of Receiving Party hosting duties for the Big XII Soccer Championships for the 2021, 2022 and 2023 seasons (Project). This Contract will increase the efficiency and effectiveness of Contracting Parties.

STATEMENT OF SERVICES TO BE PERFORMED:

1. **SERVICES.** Performing Party will perform the following services (**services**):

A. TICKET OPERATIONS.

- i. Collaborate on ticket allocations and pricing for participating institutions.
- ii. Fulfill ticket requests including ticket printing costs for phone and Internet orders. Additionally, market the remaining tickets. The sale, security, assignment and distribution of tickets will be handled per Conference guidelines.
- iii. Agrees that no commercial identification will appear on Event tickets without the approval of the Conference.

B. MEDICAL, SECURITY (NON – POLICE), GAME OPERATIONS (TEAM FOCUSED), STAFF SOCCER POSITIONS, VOLUNTEERS.

- i. Agrees that it will arrange and be responsible for the provision of the staff necessary to operate the Events, including the staff necessary to serve as ushers, emergency medical technicians, security guards and supervisors (including overnight security), parking staff, score board operators, ticket takers, and box office operators for the days and evenings during which the Events are held provided, however, that the costs associated with such staff will be charged to the Conference.

C. MERCHANDISE.

- i. Help sell merchandise as outlined below. Gross sales of all merchandise will not run through the Performing Party. Further, Performing Party will not be responsible for collecting and remitting sales tax to proper locations.
- ii. If requested to do so in writing, is responsible for the following:
 - o Take inventory of the merchandise: Upon its arrival prior to the Event; and within two hours of completion of the Event.
 - o Provide notification within 24 hours of receipt of merchandise in the event of any inventory-count discrepancies;
 - o Predetermine the number of fully stocked selling locations throughout the Round Rock Multipurpose Complex and the number of sellers for each, as reasonably specified by the Conference Concessionaire, which will consider the physical layout of the Venue and projected sales in making its determination.
 - o Such selling locations must be fully stocked and adequately staffed prior to the public's access to them;
 - o Prearrange professional displays of merchandise;

- Administer a coordinated distribution system to all sales locations;
 - Submit completed merchandising reports within 24 hours after the Event; Total gross sales revenue and an accompanying sales report must be returned within 15 business days after the Event. The remaining inventory (unsold merchandise) must be returned within two business days after the Event.
- iii. Adhere to the following miscellaneous standards:
- Performing Party may not sell or allow the sale of any merchandise, including publications that would infringe upon the exclusive rights of the official Conference concessionaire;
 - Merchandise must be made available for sale at all times until such merchandise has been sold out;
 - Displays will use one of the following:
 - Covered and/or skirted tables with display boards or grids;
 - Free standing merchandise vending cart;
 - Built-in merchandise or concession booth;
 - Merchandise must be appropriately displayed at all times with the correct price information;
 - Selling areas must be kept neat and free of debris at all times;
 - Selling areas must be staffed by personnel dressed as designated by the official concessionaire who are available to answer questions about the merchandise;
 - The official concessionaire will require the vendor to provide credit card service as a means of payment for merchandise.
 - Provide an audited box office statement detailing the number of tickets sold upon completion of each Event.
2. **SCHEDULE**. Performing Party shall provide services for the Big XII Soccer Championships in 2021, 2022, and 2023. The event(s) dates and schedule are proposed as follows:
- A. 2021 SCHEDULE.
- Friday, October 29 – Set-up
 Saturday, October 30 – Practices
 Sunday, October 31 – Quarterfinals
 (Monday, November 1 – No activity)
 (Tuesday, November 2 – No activity other than set-up needs)
 Wednesday, November 3 – Practices
 Thursday, November 4 – Semifinals
 Friday, November 5 - Practices
 Saturday, November 6 – Practices
 Sunday, November 7 – Championship
- B. 2022 SCHEDULE
- Friday, October 28 – Set-up
 Saturday, October 29 – Practices
 Sunday, October 30 – Quarterfinals
 (Monday, October 31 – No activity)
 (Tuesday, November 1 – No activity other than set-up needs)
 Wednesday, November 2 – Practices
 Thursday, November 3 – Semifinals
 Friday, November 4 – Practices
 Saturday, November 5 – Practices
 Sunday, November 6 – Championship
- C. 2023 SCHEDULE
- Friday, October 27 – Set-up
 Saturday, October 28 – Practices
 Sunday, October 29 – Quarterfinals
 (Monday, October 30 – No activity)
 (Tuesday, October 31 – No activity other than set-up needs)
 Wednesday, November 1 – Practices
 Thursday, November 2 – Semifinals
 Friday, November 3 – Practices

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 Section _____, *Texas Government Code*, and [Chapter 791, 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 Receiving Party's behalf is authorized by its governing body to do so.

Performing 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 Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

CONTRACT AMOUNT:

The total contract amount is a zero-dollars.

TERM:

The term of this Contract begins on the Effective Date and expires on **December 31, 2023**.

NOTICES:

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Contract, 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: The City of Round Rock
 221 East Main Street
 Round Rock, Texas 78664
 Telephone: (512) 218-7097
 Attention: Laurie Hadley, City Manager

If to Performing Party: The University of Texas at Austin
 Office of the Senior Vice President and Chief Financial Officer
 110 Innercampus Dr. Suite 102
 Austin, Texas 78712
 Attention: Darrell Bazzell, Senior Vice President and Chief Financial Officer

with copy to: The University of Texas at Austin
 Intercollegiate Athletics
 403 Deloss Dodds Way
 Austin, Texas 78712
 Attention: Christopher Del Conte, Vice President and Athletics Director

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 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.

Either Party may terminate this Contract without cause upon ninety (90) days' advance written notice of termination to the other Party.

OTHER PROVISIONS:

Payment of Debt or Delinquency to the State. Pursuant to Sections [2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Contract may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

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 Contract 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 Contract 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.

Loss of Funding. Performance by a Contracting Party of its duties and obligations under this Contract may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (**Legislature**) and/or allocation of funds by that Contracting Party's governing board. If Legislature fails to appropriate or allot necessary funds, or a Contracting Party's governing board fails to allocate necessary funds, then Contracting Party that loses funding may terminate this Contract without further duty or obligation. Contracting Parties agree acknowledge that appropriation, allotment, and allocation of funds are beyond the Contracting Parties' control.

State Auditor's Office. Contracting Parties understand acceptance of funds under this Contract constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

Assignment. This Contract is not transferable or assignable except upon written approval by Contracting Parties.

Severability. If any one or more of the provisions of this Contract will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

Public Records. It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code \(Public Information Act\)](#), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

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

RECEIVING PARTY:

City of Round Rock

By: _____
Name: _____
Title: _____

Date: _____

PERFORMING PARTY:

The University of Texas at Austin

By: _____
Name: _____
Title: _____

Date: _____