

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: City of San Marcos, a local government of the State of Texas

Contact Person: Collette Jamison, Assistant City Manager
City Manager's Office | City of San Marcos
630 E Hopkins | San Marcos, TX 78666
(512) 393-8104 W | CJamison@sanmarcostx.gov

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

Contact Person: Joyce Sparks, Director
Governor's Center, LBJ School
3001 Lake Austin Blvd., Suite 3.306
Austin, Texas 78703
(512) 475-8100

II. Statement of Services to be Performed

Performing Party will perform the following service(s):

The facilitator from the LBJ School of Public Affairs (Barry Bales) will design and deliver a one-day facilitation/training work session for the San Marcos Mayor, City Council and City Manager. In advance of the session on January 18, 2018, the facilitator will meet in San Marcos one-on-one with each Council member, the Mayor, and the City Manager to gather input to aid in the design of the work session.

In addition to the above, the Governor's Center will:

1. Obtain the City Manager's advanced approval on the content/agenda for the work session.
2. Provide all participant materials.

Services provided by the City of San Marcos:

1. Assistance in setting meetings for the facilitator with each of the Council Members and Mayor in advance of the work session.
2. Advanced approval of the content/agenda for the work session on January 18, 2017.
3. Provide the training facility, audio-visual equipment and any refreshments/meals it deems appropriate.

III. Basis for Calculating Reimbursable Costs

| | |
|--|-------------------|
| Services of Personnel (<i>salaries, wages, fringe benefits, travel & consultant fees</i>): | \$13,000 |
| Services of Supplies & Material (<i>supplies, materials, telephone and duplication</i>): | <u>0</u> |
| Services of equipment (<i>computer services, equipment usage</i>): | <u>0</u> |
| TOTAL DIRECT COSTS: | <u> </u> |
| Indirect costs (%) | <u>0</u> |
| TOTAL AMOUNT DUE | \$13,000 |

IV. Contract Amount

The total amount of this Contract shall not exceed \$13,000 (thirteen thousand dollars). This is the maximum amount collectable under the Contract as written.

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 252, *Texas Local Government 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 December 20, 2017 or date fully executed by both parties ("Effective Date") and shall terminate on January 30, 2018.

VIII. 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 Contract, the other party may terminate this Contract upon 10 (ten) days' advance written notice of termination setting forth the nature of the material failure; provided

UT AUS CN: 41663

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 ten-day period.

Performing Party may terminate this Contract without cause upon 10 (ten) days' advance written notice of termination to the Receiving Party.

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

Receiving Party
City of San Marcos, Texas

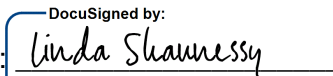
By: _____

Name: _____

Title: _____

Date: _____

Performing Party
The University of Texas at Austin

By:  _____

Name: Linda Shaunessy

Title: Business Contracts Administrator

Date: 2017-12-21 | 10:34:20 PST

Certificate Of Completion

Envelope Id: 2F35970E28A84765AA96BC3883E137DB

Status: Completed

Subject: Please DocuSign this document: Cn-41663.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ebony Robles

AutoNav: Enabled

1 University Station

Envelopeld Stamping: Enabled

Austin, TX 78712

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

egr275@eid.utexas.edu

IP Address: 146.6.114.76

Record Tracking

Status: Original

Holder: Ebony Robles

Location: DocuSign

12/21/2017 10:28:06 AM

egr275@eid.utexas.edu

Signer Events

Linda Shaunessy

Shaunessy@austin.utexas.edu

Business Contracts Administrator

The University of Texas at Austin

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

Linda Shaunessy

388DA191FCF5436...

Using IP Address: 24.55.47.101

Timestamp

Sent: 12/21/2017 10:29:07 AM

Viewed: 12/21/2017 10:34:08 AM

Signed: 12/21/2017 10:34:20 AM

Electronic Record and Signature Disclosure:

Accepted: 12/21/2017 10:34:08 AM

ID: 07fcdac6-52a5-445f-91df-d831f525f4ca

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

12/21/2017 10:29:07 AM

Certified Delivered

Security Checked

12/21/2017 10:34:08 AM

Signing Complete

Security Checked

12/21/2017 10:34:20 AM

Completed

Security Checked

12/21/2017 10:34:20 AM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, University of Texas at Austin (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

NOTE EXCEPTION TO ABOVE: University Of Texas at Austin Transcripts delivered through the DocuSign system may not be printed or downloaded. Information regarding University of Texas at Austin Transcripts including instructions for requesting printed transcripts can be found at <http://registrar.utexas.edu/students/transcripts>.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to receive required notices and

disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign “Withdraw Consent” form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact University of Texas at Austin:

You may contact us at rms@austin.utexas.edu to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically.

To advise University of Texas at Austin of your new e-mail address

Active University of Texas at Austin Staff and Faculty receive DocuSign envelopes and notifications at the address associated with their official UT EID. All updates to faculty and staff email addresses must be made using the official EID self-help website:

https://idmanager.its.utexas.edu/eid_self_help/ or contacting the UT Service Desk at 512-475-9400.

If you do not have active UT Staff or Faculty status you must send an email message to us at rms@austin.utexas.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, if you are not UT active faculty and staff you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from University of Texas at Austin

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to rms@austin.utexas.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with University of Texas at Austin

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to rms@austin.utexas.edu and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

| | |
|----------------------------|--|
| Operating Systems: | Windows2000 or WindowsXP |
| Browsers (for SENDERS): | Internet Explorer 6.0 or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify University of Texas at Austin as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by University of Texas at Austin during the course of my relationship with you.