

INTERAGENCY COOPERATION CONTRACT

This Interagency Cooperation Contract (“Contract”) is entered into effective **September 1st, 2025** (“Effective Date”), by and between the State agencies shown below as Contracting Agencies, pursuant to authority granted in and in compliance with the *Interagency Cooperation Act*, Chapter 771, *Texas Government Code*.

I. CONTRACTING AGENCIES:

Receiving Agency: Texas Juvenile Justice Department, an agency of the State of Texas

Performing Agency: University of Texas at Austin, Parking and Transportation Services Agency 721, an agency of the State of Texas

II. PURPOSE:

The purpose of this Contract is for Receiving Agency to obtain the services of Performing Agency for vehicular maintenance, fueling and washing.

III. STATEMENT OF SERVICES TO BE PERFORMED:

Performing Agency will perform the following services (“services”):

1. Automotive and mechanical repairs;
2. Preventative maintenance services;
3. State Inspection Services;
4. Self-serve fuel – Unleaded gasoline, low sulfur diesel, E85, and propane;
5. Roadside and/or towing assistance in the Austin area;
6. Self-service car wash; and
7. Self-service automotive vacuums.

IV. WARRANTIES:

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 403, *Texas Government 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.

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Government 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.

V. BASIS FOR CALCULATING REIMBURSABLE COSTS:

1. Vehicle maintenance and repairs shall cost ONE-HUNDRED-FORTY and NO/100 dollars per hour (\$140.00/hr.) for labor performed, plus the costs incurred by Performing Agency in providing parts and the retail cost of parts;
1. Use of Self-Service Car Wash shall cost SEVEN DOLLARS AND NO/100 (\$7.00) per ten (10) minutes used (as determined by a timer provided by Performing Agency);
2. Use of Automotive vacuums shall cost THREE DOLLARS AND NO/100 (\$3.00) per ten (10) minutes used (as determined by a timer provided by Performing Agency);
3. State Inspection Services shall be provided at the then-current rates mandated by the State of Texas; and
4. Automotive Fuels shall be provided for the actual cost per gallon incurred by Performing Agency in acquiring the Automotive Fuel, plus twelve cents per gallon (\$.12/gallon). The Performing Agency is currently acquiring Automotive Fuels using a City of Austin Fuel Contract but reserves the right to switch to other State approved contracts without notice to Receiving Agency).

VI. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: **\$30,000.00.**

VII. PAYMENT FOR SERVICES:

Performing Agency will invoice Receiving Agency for services monthly. Invoices are generated the first week of the month for all services rendered in the preceding month.

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

VIII. TERM OF CONTRACT:

This Contract will begin on the Effective Date and will expire on **August 31st, 2026.**

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 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 agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

X. NOTICES:

All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Receiving Agency: Jodie Whittington Fleet manager,
Texas Juvenile Justice Department

1801 N Congress Ave Suite 13.1400
Austin, Texas 78701
Jodie.whittington@tjjd.texas.gov
940-736-6925

If to Performing Agency: Mark Kaligian Fleet Manager,
Parking and Transportation Services University
Fleet Operations, Agency # 721

P.O. Box 7546
Austin, Texas 78713
(512) 475-6522

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

XI. OTHER PROVISIONS, IF ANY:

Certification. 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.

Duly authorized representatives of the Contracting Agencies have executed and delivered this Contract to be effective as of the Effective Date.

RECEIVING AGENCY

PERFORMING AGENCY

Texas Juvenile Justice Department

The University of Texas at Austin

By:  _____

DocuSigned by:

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Shandra Carter, Executive Director

Linda Shaunessy
Business Contracts Administrator

Date: 07/23/2025

Date: 2025-07-14 | 14:41:13 PDT