

INTERLOCAL AGREEMENT
Between the City of Austin and Austin Community College

This Agreement is made between the City of Austin (“City”) and Austin Community College (“ACC”) pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act.

1. Services: ACC agrees to provide the City with services necessary to conduct the governmental function of educating small business owners on basic accounting concepts and the use of Quickbooks® accounting software. The services are described in and shall be provided as set forth in Exhibit A, Scope of Work, attached hereto and made a part of this Agreement.

2. Representatives:

The City’s Contract Manager and representative in all matters relating to this Agreement will be:

Blake Smith
Financial Consultant
EGRSO Small Business Development Program
P.O. Box 1088, Austin, TX 78767
(512) 974-7618
blake.smith@ci.austin.tx.us

ACC’s representative in all matters relating to this Agreement will be:

Brian Bilich
Customized Training Account Executive
Highland Business Center
5930 Middle Fiskville Rd.
Austin, Texas 78752
(512) 223-7733
bbilich@austincc.edu

3. Compensation: As consideration for the performance by ACC of its obligations under this Agreement, the City will pay ACC an annual amount not to exceed thirty thousand three-hundred-fifty dollars (\$30,350). ACC agrees that in no event shall any provision of this Agreement be interpreted to obligate City beyond the funds approved by its City Council for this Agreement. Payment for the performance of this governmental function or service must be paid from current revenues available to the City.

4. Invoices: ACC must provide an invoice that is dated, uniquely numbered, contains a brief description of the item(s) being billed, and contains the correct remittance address in order to receive payment. Invoices shall be mailed to:

City of Austin
ATTN: Blake Smith, EGRSO-SBDP
P.O. Box 1088
Austin, Texas 78767

5. Payment: All payments shall be made from current revenues legally available to City. ACC will be paid for services delivered on a cost per unit of service delivered basis, as outlined in Attachment A, Scope of Work. All proper invoices received by the Contract Manager will be paid within thirty (30) days of receipt of the invoice. The Contract Manager may withhold or set off the entire payment or part of any payment otherwise due to ACC to such extent as may be necessary on account of:

5.1 Failure of ACC to submit proper invoices with all required attachments and supporting documentation; or

5.2 Failure of ACC to provide services as described in this Agreement, or to comply with any provision of this Agreement.

6. Term: This Agreement shall be in effect from the date signed by the last party to sign, through September 30, 2009. The City has the option of extending the Agreement for two additional one (1) year periods. This Agreement is contingent on the availability of funding. Either party may terminate this Agreement if the other party fails to comply with a term of the Agreement. The terminating party shall notify the other party of the decision to terminate this Agreement at least thirty (30) calendar days before the effective date of termination. The party in default may avoid termination by correcting the default to the satisfaction of the other party prior to the effective date of termination stated in the notice.

7. Insurance: ACC is self-insured.

8. Ownership and Use of Deliverables: All materials, reports, or other deliverables developed under this Agreement will be the property of the City.

9. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with regard to the subject matter of this Agreement. This Agreement may not be modified except as agreed by the parties in writing, nor may this Agreement be assigned.

10. Notices: Notice under this Agreement shall be in writing and may be delivered by hand or by certified mail, return receipt requested. Notice by hand-delivery is deemed effective immediately; by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box. Notice to a party shall be addressed as follows:

City:

Blake Smith
Financial Consultant
EGRSO Small Business Development Program
P.O. Box 1088
Austin, Texas 78767

ACC:

Brian Bilich
Customized Training Account Executive
Highland Business Center
5930 Middle Fiskville Rd.
Austin, TX 78752

12. Venue: The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and that venue is proper and lies exclusively in Travis County, Texas.

13. Liability: City shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of ACC or its employees, agents or students in relation to this Agreement. ACC shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees or agents in relation to this Agreement. The City and ACC acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, students or agents, in the performance of services and activities under this Agreement.

14. No Third Party Beneficiaries: This Agreement is not intended to create and does not create any rights in or benefits to any third party.

15. No Joint Enterprise: The relationship of City and ACC under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither party shall have the authority to

make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party or which shall hold itself out to be binding on the other party. The parties expressly agree that each party is an independent contractor, and that each party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

This Agreement is executed by:

Austin Community College

City of Austin

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A

Scope of Work Quickbooks® and Basic Accounting Training Sessions

Background

Quickbooks® accounting software is widely used by small business owners as a bookkeeping and financial management tool. However, the small business owner must first understand accounting and bookkeeping concepts in order to effectively utilize the software.

This Agreement will contribute to the growth and survival of small businesses by providing classroom training to small business owners on basic accounting concepts, and classroom training and individual coaching on using Quickbooks® accounting software.

Implementation

1. ACC will provide up to one hundred (100) one-hour individual coaching sessions on the Quickbooks® software application to assist clients with specific needs.
 - a. Clients will be required to take a class in order to receive an individual coaching session.
 - b. The coaching sessions will be delivered at SBDP's PC Lab at One Texas Center, 505 Barton Springs Road, Austin, Texas.
 - c. ACC will work with SBDP to develop the schedule and sign-up procedures for the coaching sessions.
2. ACC will prepare and provide up to fifteen (15) sessions of classroom instruction annually on basic accounting concepts, and on Quickbooks® small business accounting software.
 - a. ACC will provide the following number of sessions:

• Small Business Accounting Basics	4 sessions
• Introduction to Quickbooks®	4 sessions
• Intermediate Quickbooks®	4 sessions
• Advanced Quickbooks®	2 sessions
• Industry-specific Quickbooks®	1 session
 - b. SBDP and ACC will determine the topic of the industry-specific Quickbooks®.
 - c. The target attendance will be ten (10) students per class who are small business owners, employees of small businesses, or individuals interested in starting a small business.
 - d. SBDP reserves the right to cancel any class that does not have at least five (5) students registered within three (3) business days of the class date.
 - e. The classes shall be held at SBDP's PC Lab at One Texas Center, 505 Barton Springs Road, Austin, Texas.
 - f. ACC will work with SBDP to develop the class schedule.
 - g. SBDP will be responsible for marketing the classes.

3. ACC will allow participants to obtain credit for Continuing Education Units for attending individual classes. ACC will collect the required information from students, create and maintain the appropriate records, and **provide** the certificates to students after they successfully complete the class.
4. ACC will have the following administrative responsibilities for the classes:
 - a. ACC will coordinate the instructor and customer scheduling for coaching sessions.
 - b. ACC will coordinate the instructor scheduling for classes.
 - c. The instructor will collect the class sign-in sheet and completed class evaluation forms from students, and deliver them to the City's designated representative at the end of each class.
 - d. ACC will provide classroom materials (textbooks/workbooks).

5. ACC will be paid for services rendered according to the following schedule:

a. All Quickbooks [®] classes	\$1,450 per class	11 classes	\$15,950
b. Small Business Accounting Basics	\$1,450 per class	4 classes	\$ 5,800
c. One-hour individual coaching sessions	\$86 per hour	100 hours	<u>\$ 8,600</u>
ANNUAL TOTAL			<u>\$30,350</u>