

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, TEX. GOVT. CODE ANN. § 791.001, et. seq.

I. Contracting Parties

The Receiving Party: *City of Austin* a local government of the State of Texas
Communication and Technology Management, Brenda Barnard, Manager, Project Management Office, 625 W. 10th St., Ste. 900, Austin, TX 78701

The Performing Party: The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.
Professional Development Center, Kimberley Carella, Account Management and Development, The University of Texas at Austin, P.O. Box 7518, Austin, TX 78713

II. Statement of Services to be Performed

The University of Texas at Austin Professional Development Center will provide the City of Austin with onsite training for business analysis and project management. The five-day, 32.5 hour onsite Business Analysis certification program is endorsed by the International Institute of Business Analysis and offers continuing education units through the Project Management Institute. This training includes instructor led training and instructor travel, course materials for each participant, a CD of the training materials, visual aids, end-of-course certifications for up to twenty five (25) participants. Upon completion of this course, participants will be eligible for additional certification through the International Institute of Business Analysis.

III. Basis for Calculating Reimbursable Costs

The interlocal funding for this Contract is the amount of \$37,500 for a 12-month term during the 2007-2008 fiscal year, with a 12 month extension option amount of \$37,500 for the Performing Agency to conduct a second class in the 2008-2009 fiscal year based on Receiving Agency's available funding.

IV. Contract Amount

In consideration for the services to be performed, the Receiving Agency's total payment to Performing Agency is an amount not to exceed \$37,500 for a 12-month term, with one 12-month extension option not to exceed \$37,500, for a total Contract amount not to exceed \$75,000, including all fees and expenses.

V. Payment of Services

Provided the Performing Agency has rendered services as described in this Contract and transmitted an invoice to the Receiving Agency, the Receiving Agency shall pay for services received within thirty (30) days of receipt of the invoice 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 the Performing Agency.

Payments for service performed shall be billed after services are provided. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

VI. Term of the Contract

This Contract is effective on the date the Contract is signed by the last of the parties ("Effective Date"). The term of this Contract is a 12-month period from the Effective Date. The term ends on 8/24, 2009. The Contract may be extended for one 12-month period if the Receiving Agency exercises this extension option by providing written notice to the Performing Agency prior to the expiration of the initial Contract term.

VII. 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 thirty (30) days' advance written notice of termination to the party in default 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 (30) day period.

VIII. No Assignment. A party to this Contract shall not assign or transfer its interests under the Contract.

IX. Certifications

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of Receiving Agency. Payment for the services performed by the Performing Agency will be made from current revenues appropriated and available to the Receiving Agency.

Receiving Agency
The City of Austin

By: Byron E Johnson, E.P.M.

Name: Byron E Johnson, E.P.M.

Title: Purchasing Officer

Date: 08/25/08

Performing Agency
The University of Texas at Austin

By: Debra Y. Stevens

Name: Debra Y. Stevens

Title: Business Contracts Administrator

Date: 8-21-08