Identification No. 4088
Date Prepared: April 6, 2009

INTERLOCAL COOPERATION CONTRACT
BETWEEN THE UNIVERSITY OF TEXAS AT AUSTIN AND
THE CITY OF AUSTIN

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* for the public purpose of Performing Party providing Receiving Party with training services related to the Receiving Party's Small Business Development Program, as described in the terms, rights, and duties outlined below.

Section I. CONTRACTING PARTIES

The Receiving Party: City of Austin, Economic Growth and Redevelopment Services Office
a local government of the State of Texas
Small Business Development Program ("SBDP")
505 Barton Springs Road, Austin, TX 78704

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 ("PDC")
P.O. Box 7518, Austin, TX 78713

Section II. STATEMENT OF SERVICES TO BE PERFORMED

A. General Services in Support of Classroom Training:

1. The Performing Party will provide curriculum development, instructor and course material, visual aids, LCD Projector, and framed "Small Business Success Program" certificates if applicable.

2. The Receiving Party will provide the training facility, projection screen, and meals for students, necessary supporting staff, and instructors.

3. The Performing Party (PDC) will propose new classes for development to Receiving Party as participant needs become apparent from class evaluations.

B. Specific Services:

1. The Performing Party will conduct sixty (60) 3 hour to 6 hour classes, as described in **Exhibit A**, on dates and times to be determined and mutually agreed upon by both Performing Party and Receiving Party, between the dates of June 1, 2009 and May 31,

2010. The maximum attendance will be twenty-five (25) participants per class. The Receiving Party reserves the right to reschedule or cancel, at its discretion, any class that does not have at least ten (10) participants registered by ten (10) calendar days prior to date of performance, with payment if any as outlined in Section VII (E) and (F). Quickbooks classes will be held at the SBDP's PC Lab located at One Texas Center, 505 Barton Springs Road; all other classes will be conducted at the International Center of Austin, 201 E. 2nd Street, Austin, TX 78701.

2. The parties designate the following persons for receipt of notice at the addresses in Section I: for Receiving Party, City of Austin, Rosalinda Jalifi, (512) 974-7739; for Performing Party PDC, Bob Lewis (512) 232-2231 or (512) 471-4633.

   Any notices to be given under this Contract shall be considered delivered upon personal service upon the person designated in this Contract for such notice; within three (3) days of deposit if mailed by first-class United States mail, postage prepaid, registered or certified, and addressed to the person designated for receipt of notice; or one business day after being sent for overnight delivery by a reputable commercial courier having the ability to track shipping and delivery of the notices. In cases where there is an emergency or other need for immediate notice to be given, written notice may be faxed or emailed to the person designated for service, provided a written copy of such notice is also delivered promptly to such designated person by one of the three means identified above. The parties may change the person designated for receipt of notice from time to time by giving notice in writing to the other party, identifying the new person designated for receipt of service and identifying his/her name, title, address for notice and phone number.

3. Performing Party will post classes on Cvent, the SBDP's subscription online registration service, and assist clients with registration as needed. Performing Party will also post classes on SBDP's Calendar of Events. SBDP will provide training on the use of Cvent and on use of their calendar.

4. Performing Party will complete the following tasks on the day before the class:
   a. E-mail parking coupons to registered participants.
   b. Order food for the classes from local food vendors (food will be billed directly to SBDP).

5. Performing Party will complete the following tasks on the day of the class:
   a. Providing and setting up any equipment needed to deliver the classes.
   b. Provide staff support for classes using the PDC's established procedures.
   c. Production and distribution of training materials, sign-in sheet, and student evaluations.
   d. Assembly and distribution of SBDP information packet folders. SBDP will supply a stock of folders and materials, which can be replenished periodically as needed.
   e. Cleaning up the classroom after the class by straightening furniture and disposing of food.

6. Performing Party must complete the following tasks prior to submitting the pay request on the 5th working day of the month:

a. Enter each class and its participants into the City's web-based Service Provider Activity Reporting Database ("SPARD"). SBDP will provide training on using SPARD and the City's expectations for data entry.

b. Prepare a pay request packet that includes:

(1) An invoice.

(2) The sign-in sheet for each class. The sign-in sheet includes the instructor's name, class date, class name, class duration, and the students' names, business names, addresses, telephone numbers, email addresses, and initials of each student attending.

(3) A Course Evaluation Summary form for each class.

(4) The individual Student Course Evaluation forms for the class.

7. Receiving Party (SBDP) will provide the Course Evaluation Summary and Student Course Evaluation forms, along with instructions on how they should be completed.

8. Continuing Education Units ("CEU"s) will be awarded for this training by the Performing Party (PDC) only upon participant request. To be eligible for CEU credit, participants must attend a minimum of 90% of the scheduled training. Also, they must demonstrate understanding of the intended learning outcomes. The trainer of record has sole authority for authorizing the award of CEUs.

9. Certificates will not be offered except in the case of the "Small Business Success Certificate Program."

10. "Small Business Success Certificate Program": Participants who complete six (6) of the classes marked with an asterisk (*) in **Exhibit A** will receive a framed gold seal Small Business Success certificate from The University of Texas at Austin Professional Development Center and Small Business Development Program, signed by both SBDP and PDC Directors, displaying both the SBDP and PDC logos.

11. Co-branding: Training materials will display the SBDP and The University of Texas at Austin logos. PDC catalogs and/or flyers may be inserted in the back pocket of SBDP folders along with the class handouts for class participants.

12. Instructor Evaluation: The Performing Party (PDC) enlists the expertise of instructors whose subject matter qualifications are verifiable by education, professional certification(s), and/or references. In addition, each instructor is evaluated by the participants in each class they teach. SBDP's target evaluation score is an aggregate 90% approval rating for all classes delivered. Instructors scoring less than 75% approval on the evaluation summary will no longer be engaged by the Professional Development Center.

13. Intellectual Property: The Small Business Development Program and University of Texas at Austin logos shall only be used as expressly stated in this section. Neither the Receiving nor the Performing Party may modify, alter, or change the words, symbols, graphics, design, or content of the logo for any reason; or copy, reprint, or otherwise use the logo in advertising or promotion in connection with the distribution and promotion of any other

event, program, production, or film. Neither party grants or transfers any trademark or other intellectual property rights in the logo to the other party. Both parties acknowledge the other party's ownership of their logo and agree to do nothing inconsistent with such ownership, and that nothing in this Contract shall give either party any right, title, or interest in the logo. Both parties agree not to use the logos in connection with any matter that is or contains any content, data, work, or materials that is inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of either party.

Section III. BASIS FOR CALCULATING COSTS

Sixty (60) classes @ $2,750/class		
includes instruction, course materials, and certificates*	=	$165,000.00
TOTAL AMOUNT DUE	**=**	**$165,000.00**

* Framed certificates will be provided for students who complete the requirements for the "Small Business Success Certificate Program" as outlined in Section II and **Exhibit A**.

Section IV. MAXIMUM AMOUNT OF THIS AGREEMENT:

The total amount of this Agreement shall not exceed **$165,000.00** (one hundred sixty-five thousand dollars), with payment from current revenues available to the paying party.

Section V. PAYMENT OF SERVICES

A. Receiving Party will remit payments to Performing Party for services satisfactorily performed under this Contract in accordance with *Chapter 2251, Texas Government Code*.

B. 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, subject to City Council approval. Performing Party agrees that in no event shall any provision of this Agreement be interpreted to obligate Receiving Party beyond the funds approved by its City Council for this Agreement.

C. Pay requests for services delivered shall be due by close of business on the 5th working day of the month following the month of service delivery.

D. All class and student information must be entered by the deadline on SBDP's web-based reporting system, Service Provider Activity Reporting Database (SPARD).

E. The pay request packet should include:
1. An invoice
2. Sign-in sheet for each class itemized in the invoice
3. Evaluation summary for each class itemized in the invoice

4. Student evaluations for each class itemized in the invoice
5. SPARD data entry must be complete, but it is not necessary to include a printout

F. The City requires invoices to contain the following information:
1. Invoice date
2. Unique invoice number
3. Correct remittance address
4. A brief description of what is being billed (for classes, the class date and title)
5. The amount billed

Section 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 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.

Section VII. TERMS OF AGREEMENT

A. This document shall be considered as a proposal for services until signed. If not signed by the Receiving Party by the first day services are to be provided, this proposal shall not be binding on either party. This Contract is the complete agreement and may only be amended in writing.

B. Services provided for by this Agreement will begin on June 1, 2009 and will end on May 31, 2010. This contract may be renewed for two (2) one year periods by written agreement of both parties. At the time the agreement is renewed, changes/substitutions to the training curriculum described in Attachment A may be made administratively by the agreement of both parties. These changes may not cause the maximum amount of this agreement to exceed $165,000 a year.

C. Payment for services performed shall be billed according to the schedule for billing and payment specified in Section V. The Receiving Party agrees to pay for services received upon receipt of a proper invoice or voucher and the other reporting requirements in Section V. Payment shall be due within thirty (30) calendar days from receipt of such invoice or voucher.

D. The Receiving Party agrees to notify the Performing Party in writing if any special arrangements are required under the Americans with Disabilities Act (“ADA”). The Receiving Party will provide this notice far enough in advance of the training to allow the required arrangements to be made, and the Receiving Party will be responsible for any expenses required to comply with ADA.

E. Postponing Classes: The parties agrees to reschedule dates for services in the event either party experiences emergencies such as acts of God, strikes, critical workloads, or any problem which results in the non-availability of personnel. When notification of such rescheduling is received by the Performing Party ten (10) calendar days or less prior to the scheduled performance date, Performing Party may charge Receiving Party the necessary and reasonable expenses incurred for the rescheduled class. Notification eleven (11) or more calendar days prior to the scheduled performance date will incur no fees or charges for the portions postponed. Note: "Expenses incurred" may include a charge of $25 per hour for the instructor's class development time and $125 per hour for the instructor's training time.

F. Cancelling Classes: The Receiving Party may for any reason delete or cancel any portion of the training or services specified herein by notifying the Performing Party in writing. When notification of such deletion or cancellation is received by the Performing Party ten (10) calendar days or less prior to the scheduled performance date, Performing Party may charge Receiving Party the necessary and reasonable expenses incurred for the cancelled class. Notification eleven (11) or more calendar days prior to the scheduled performance date will incur no penalties for the portions cancelled. Note: "Expenses incurred" may include a charge of $25 per hour for the instructor's class development time and $125 per hour for the instructor's training time.

G. Either party has the right to cancel services or training specified by this Agreement for failure of the other party to perform in accordance with the terms outlined herein or in attachments or changes hereto.

H. To the extent permitted by the Constitution and laws of the State of Texas, the Performing Party agrees to treat all information provided to the Performing Party as confidential information and will use that information solely in support of executing this agreement.

I. The University of Texas at Austin is an equal opportunity institution which actively practices and promotes the philosophy of equal opportunity in all of its services and activities.

J. Performing Party agrees that the representatives of the Receiving Party's Office of the City Auditor, or other authorized representatives of the Receiving Party, shall have access to, and the right to audit, examine, or reproduce, any and all records of Performing Party related to the performance under this Contract. Performing Party shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the Receiving Party has brought to the attention of Performing Party are resolved, whichever is longer. Performing Party agrees to refund to Receiving Party any overpayments disclosed by any such audit. Performing Party shall include this section in all subcontractor agreements entered into in connection with this Contract.

Section 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 sixty (60) 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 sixty -day period.

A Contracting Party may terminate this Contract without cause upon sixty (60) days' advance written notice of termination to the Receiving Party.

The effective date of this contract is reflected below by the latest dated signature of duly authorized representatives of the Contracting Parties.

Receiving Party City of Austin Economic Growth and Redevelopment Services	Performing Party The University of Texas at Austin Professional Development Center
By: _____	By: _____
Name: _____	Name: Debra Y. Stevens
Title: _____	Title: Business Contracts Administrator
Date: _____	Date: _____

EXHIBIT A

Proposed Classes

Getting Up and Running	**Class Frequency**	**Class Length**
Roadmap to Success: How to Write a Business Plan*	8/year	6 hours
Financing Options for Your Business*	2/year	3 hours
Understanding the Business Loan Process	2/year	3 hours
How to Get Investors for Your Business	1/year	2 hours
Managing Money	**Class Frequency**	**Class Length**
Keep Your Eye on the Ball: Make Your Cash Flow Work for You	2/year	3 hours
Show Me the Money! Create and Understand Financial Statements	2/year	3 hours
Debt Management: A Building Block of Your Business	2/year	2 hours
Credit Management: Strategies for Business Success	2/year	3 hours
Small Business Accounting	4/year	6 hours
QuickBooks – Introduction*	8/year	6 hours
QuickBooks – Intermediate*	2/year	6 hours
QuickBooks – Advanced	1/year	6 hours
Managing People	**Class Frequency**	**Class Length**
Hire the Right Person the First Time*	2/year	3 hours
HR Basics for Small Businesses*	2/year	3 hours
Supervisory Excellence: Be the Boss You Always Wanted*	2/year	3 hours
Spread Too Thin? How to Manage Your Time Effectively	1/year	3 hours
Marketing	**Class Frequency**	**Class Length**
What is a Marketing Plan and Why Your Business Needs One*	4/year	3 hours
Exceptional Customer Service: Keep Your Best Customers	1/year	3 hours
Selling to Uncle Sam: Your Need-to-Know*	3/year	3 hours
TPASS (Texas Procurement and Support Services): Selling to the State of Texas	2/year	3 hours
Google: Make Sure Your Customers Can Find You!	2/year	3 hours
Small Business Tax	**Class Frequency**	**Class Length**
The Tax Man Cometh: Business Tax Obligations*	2/year	3 hours
Recordkeeping: the Foundation for Managing Your Taxes	2/year	6 hours
Class Development	**Class Frequency**	**Class Length**
New class – to be determined	1/year	3 hours

*Small Business Success Certificate Program class