

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

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 Austin a local government of the State of Texas

Austin Police Department, Training Academy, Continuing Education
Unit Lieutenant, P.O. Box 689001, Austin, TX 78768-9001

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, Kimberly Carella, Manager –
Corporate and Government Learning Solutions, P.O. Box 7518,
Austin, TX 78713-7518

II. Statement of Services to be Performed

1. General Services in Support of Classroom Training:

The Performing Party will provide instructors, course customization, course material and training facility.

2. Specific Services:

1. The Performing Party will conduct two (2) full-day workshops (per year), which will start at 8:30 a.m. and stop at 4:30 p.m. each day, and will have approximately twenty-four (24) participants per workshop.
2. The 2011-2012 schedule is listed below, and the remaining dates are to be determined by both parties.

Business Writing

January 24, 2012

3. Certificates of Continuing Education Units (CEUs) will be awarded for this training. 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.
4. Certificates are available upon request only. The Receiving Party must notify the Performing Party to make arrangements.

III. Basis for Calculating Reimbursable Costs

Full-day workshop @ \$3,600.00 per day x 1 workshop day = \$ 3,600.00

TOTAL AMOUNT DUE PER SCHEDULED WORKSHOP \$ 3,600.00

IV. Contract Amount

The total amount of this Contract shall not exceed **\$36,500.00** (thirty-six thousand, five hundred dollars), including fees and expenses.

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 appropriated and available to Receiving Party.

Invoice shall be sent to: City of Austin Police Department
Financial Management
P.O. Box 1629
Austin, Texas 78767-1629

VI. Certifications

The signer of this contract possesses the right, power, legal capacity and full legal authority to execute this contract on behalf of the contracting party and to bind the contracting party to the terms and conditions set forth herein. Furthermore, the signer of this contract certifies that the contracting party is authorized to perform/receive the services required by this Agreement, that the contracting party has received all necessary approvals to execute and deliver this contract, and that such services further a governmental function of the City of Austin.

VI. Term of the Agreement

This Contract is effective on the date the Contract is signed by the last of the parties ("Effective Date"). This Contract shall terminate on August 31, 2014. The Performing Party will have the option to renew this Agreement for two (2) additional one (1) year terms.

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 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-day period.

VIII. No Assignment.

A party to this Contract shall not assign or transfer its interests under the Contract.

IX. Notices.

All notices hereunder shall be deemed given when either delivered in person or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to UT: Kimberly Carella, Manager
University of Texas at Austin Professional Development Center
P.O. Box 7518
Austin, Texas 78713-7518

If to COA: Austin Police Department
Training Academy, Continuing Education Unit Lieutenant
P.O. Box 689001
Austin, Texas 78768-9001

X. Waiver of Immunity

It is expressly understood and agreed that under this contract neither contracting party waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

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

Receiving Party
City of Austin

Performing Party
The University of Texas at Austin

By: _____
Marc A. Ott
City Manager

By: _____
Debra Y. Stevens
Business Contracts Administrator

Date: _____

Date: _____