



39045

Amendment No. 3
to
Contract No. NI130000002
for
Conference Services and Facilities
between
University of Texas at Austin
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be October 15, 2017 through October 14, 2018. No options will remain.
- 2.0 The total contract amount is increased by \$40,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/15/2012 – 10/14/2015	\$120,000.00	\$120,000.00
Amendment No. 1: Option 1 – Extension 10/15/2015 – 10/14/2016	\$40,000.00	\$160,000.00
Amendment No. 2: Option 2 – Extension 10/15/2016 – 10/14/2017	\$40,000.00	\$200,000.00
Amendment No. 3: Option 3 – Extension 10/15/2017 – 10/14/2018	\$40,000.00	\$240,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date:

Printed Name: _____
Authorized Representative

University of Texas at Austin
Commons Learning Center
10100 Burnet Road, Building 137
Austin, Texas 78758
molly.anderson@austin.utexas.edu
(512) 471-4090

Sign/Date:

Mike Zambrano, Jr.
Contract Management Specialist III
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 2
to
Contract No. NI130000002
for
Conference Services and Facilities
between
University of Texas at Austin
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 15, 2016 through October 14, 2017. One option will remain.
- 2.0 The total contract amount is increased by \$40,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/15/2012 – 10/14/2015	\$120,000.00	\$120,000.00
Amendment No. 1: Option 1 – Extension 10/15/2015 – 10/14/2016	\$40,000.00	\$160,000.00
Amendment No. 2: Option 2 – Extension 10/15/2016 – 10/14/2017	\$40,000.00	\$200,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: *Molly Anderson* 12/14/2017
 Printed Name: Molly Anderson
 Or other Authorized Representative
 University of Texas at Austin
 Commons Learning Center
 10100 Burnet Road, Building 137
 Austin, Texas 78758
Molly.anderson@austin.utexas.edu
 512-471-4090

Sign/Date: *Linell Goodin-Brown*
 Linell Goodin-Brown
 Contract Compliance Supervisor
 City of Austin
 Purchasing Office
 124 W. 8th Street, Ste. 310
 Austin, Texas 78701

UT AUS CN: 24296

Amendment No. 1
to
Contract No. NI130000002
for
Conference Services and Facilities
between
University of Texas at Austin
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 15, 2015 through October 14, 2016. Two options will remain.
- 2.0 The total contract amount is increased by \$40,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/15/2012 – 10/14/2015	\$120,000.00	\$120,000.00
Amendment No. 1: Option 1 – Extension 10/15/2015 – 10/14/2016	\$40,000.00	\$160,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____

Printed Name: Molly Anderson
Or other Authorized Representative
University of Texas at Austin
Commons Learning Center
10100 Burnet Road, Building 137
Austin, Texas 78758
Molly.anderson@austin.utexas.edu
512-471-4090

Sign/Date: _____

11/6/15

Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

October 15, 2012

University of Texas at Austin
Commons Learning Center
Molly Anderson
10100 Burnet Road, Building 137
Austin, TX 78758

Dear Ms. Anderson:

The City of Austin has approved the award and execution of a contract for Conference Services and Facilities.

Responsible Department:	Austin Police Department
Department Contact Person:	Albert Banda
Department Contact Email:	alberto.banda@ci.austin.tx.us
Department Contact Telephone:	(512) 974-5273
Project Name:	Conference Services and Facilities
Contractor Name:	University of Texas at Austin
Contract Number:	NI130000002
Contract Period:	10/15/12 – 10/14/15
Contract Period Amount	\$120,000.00
Extension Options:	3
Requisition Number:	8700 12101100024
Agenda Item Number:	16
Council Approval Date:	06/07/12

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Colleen Athey,
Purchasing Office

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

**PURCHASING
RECEIVED**

OCT 05 2012

THE STATE OF TEXAS
COUNTY OF TRAVIS

Initial _____

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 ("City")
Austin Police Department, Training Academy, Continuing Education
Unit, 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.

PRC Commons Center
10100 Burnet Road, Building 137 R7900
Austin, TX 78758

II. Statement of Services to be Performed

The City of Austin Police Department will enter into this Inter-local Agreement with UT in order to acquire access to conference services and facilities. The UT Commons Center will provide conference rooms, audio-visual equipment rentals, and catering services for various events and classes planned throughout the year.

III. Basis for Calculating Reimbursable Costs

Attachment A to this agreement provides an estimate for the costs associated with the events and classes noted in Section II. This amount is subject to change, based upon the current fee schedule of the UT Commons Center and the event requirements.

IV. Contra Amount

The total amount of this Contract shall not exceed \$240,000.00 (two hundred forty thousand 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 those services further a governmental function of the City of Austin.

VII. Term of the Agreement

- A. The contract shall be in effect for an initial term of 36 months and may be extended thereafter for up to three (3) additional 12 month periods, subject to the approval of the ~~Contractor~~ and the City Purchasing Officer or her designee.
- B. Upon expiration of the initial term or period of extension, the ~~Contractor~~ agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

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 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.

IX. No Assignment.

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

X. 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: Molly Anderson
Assistant Director
Commons Learning Center
The University of Texas at Austin
10100 Burnet Road, Building 137, Mail code R7900
Austin, TX 78758

If to COA: Austin Police Department
Continuing Education Unit
P.O. Box 689001
Austin, TX 78768-9001

XI. 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**

By: 

Marc A. Ott

City Manager

Date: 6/2/12

**Performing Party
The University of Texas at Austin**

By:  

Linda Shaunessy
Business Contracts Administrator

Date: August 21, 2012

Attachment A

Room Name	Capacity by seating arrangement					Cost Change Scheduled	Cost by customer affiliation					
	Class	Square	U-formation	Conference	Group		PRC		UT Campus		Non-UT	
							Full	Half	Full	Half	Full	Half
Commons Atrium	N/A	0	0	300	300		0	0	95	60	160	125
Patio	N/A	0	0	0	52		0	0	0	0	0	0
	330	N/A	0	0	0		0	0	365	305	700	500
1.122	148	N/A	0	0	0		0	0	240	200	500	350
1.106	16	12	12	12	12		0	0	110	85	160	125
1.108	72	00	00	32	60		875	875	875	875	1050	1050
1.112G	24	22	18	16	24		0	0	120	100	200	140
1.130	40	32	26	32	36		0	0	190	150	325	250
1.138	56	36	30	30	48		0	0	245	170	350	285
1.140	40	32	26	32	36		0	0	190	150	325	250
1.162	28	20	20	20	24		0	0	130	105	210	150
1.164	20	16	20	16	16		0	0	115	75	160	125
1.210	N/A	0	0	0	48		75	75	75	75	105	105
WPR 1.110	36	30	26	30	30		170	120	170	120	285	210
WPR Auditorium	170	N/A	0	0	0		285	200	285	200	560	390
WPR East Atrium	N/A	0	0	0	120		95	60	95	60	160	125
WPR West Atrium	N/A	0	0	0	170		95	60	95	60	160	125
WPR 3.1004	50	36	28	36	36		240	170	240	170	350	285