

Amendment No. 2
to
Contract No. NI150000017
for
Technical Writing Class 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 September 1, 2019 through August 31, 2020. Zero options will remain.
- 2.0 The total contract amount is increased by \$4,151.25 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	<b>Total Contract Amount</b>	
Initial Term:			
09/01/2015 - 08/31/2018	\$27,982.50	\$27,982.50	
Amendment No. 1: Option 1 – Extension 09/01/2018 – 08/31/2019	\$9,327.50	\$37,310.00	
Amendment No. 2: Option 2 – Extension 09/01/2019 – 08/31/2020	\$4,151.25	\$41,461.25	

- 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.

The University of Texas at Austin

W. Linda Shaunessy

The University of Texas at Austin

ATTN: Continuing & Extended Education

P.O. Box 7518

Austin, Texas 78713-7518

City of Austin:

By

James Scarboro City of Austin

Purchasing Officer



Amendment No. 1
to
Contract No. NI150000017
for
Technical Writing & Effective Facilitation Skills Classes
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 September 11, 2018 through September 10, 2019. One option will remains.

2.0 The total contract amount is increased by \$9,327.50 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	<b>Total Contract Amount</b>	
Initial Term: 09/01/2015 – 08/31/2018	\$27,982.50	\$27,982.50	
Amendment No. 1: Option 1 – Extension 09/01/2018 – 08/31/2019	\$9,327.50	\$37,310.00	

- 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.

The University of Texas at Austin

Linda Shaunessy

Linda Shaunessy

Business Contracts Administrator The University of Texas at Austin

ATTN: Continuing & Extended Education

P.O. Box 7518

Austin, Texas 78713-7518

City of Austin

by:

James Scarboro City of Austin

Purchasing Officer

# Contract No: 22942

Exp: 8/31/2016
Renewable:

# Office of the Vice President and Chief Financial Officer

#### THE UNIVERSITY OF TEXAS AT AUSTIN

Main Building 102 Phone (512) 471-4412 Mail Code G4900 Memorandum Fax (512) 471-7742 Contract No: 22942 To: Dena Grumbles Dept: CIE - Professional Development Center From: Linda Shaunessy 1 Re: Fully Executed Agreement with City of Austin , Austin Police Department Date: 8/28/2015 Enclosed for your handling is the fully executed original(s) of the above referenced contract. Unless otherwise requested by the Contractor, please return one original to the Contract for their records. As the primary delegate authorized to execute and deliver business contracts on behalf of the University, the Office of the Vice President and Chief Financial Officer is responsible for maintaining an original of each executed contract or agreement; thus, we have retained one fully executed original of this contract. Any modification, amendment, extension, or termination of this contract must be coordinated through our office in advance of the proposed effective date. As the administrator for this contract, your department is responsible for verifying that the Contractor complies with all of the terms and conditions including but not limited to the collection, review, and maintenance of any required certificates of insurance, worker's compensation insurance, and performance bond, if applicable. These documents should be maintained in your departmental files. Procedures should also be established to track renewal dates in order to ensure that you receive evidence of renewals on a timely basis. If this contract is an Interagency Agreement or an Interlocal Agreement and requires setup on a 26 account, please submit a copy of the fully executed contract to Sponsored Projects Award Administration (SPAA) so that a budget group can be created or updated. SPAA can be reached as follows: 1) Phone - 512-471-6231 2) SPAA@austin.utexas.edu Please contact our office at 471-4412 if we can assist you further. Thank you.

Enclosure(s)

UTAUS CN: 22942

# INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE UNVERSITY OF TEXAS AT AUSTIN

# THE STATE OF TEXAS COUNTY OF TRAVIS

This Interlocal Cooperation Agreement (this "Agreement") is 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.

Kristy Bradford, Manager of Customized Training Solutions University of Texas at Austin Professional Development Center

P.O. Box 7518

Austin, Texas 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:

- 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-five (25) participants per workshop.
- The 2015-2016 schedule is listed below, and the remaining dates are to be determined by both parties.

Effective Facilitation Skills Technical Writing 2015-2016 2015-2016

 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. Certificates are available upon request only. The Receiving Party must notify the Performing Party to make arrangements.

# III. Basis for Calculating Reimbursable Costs @ 25 students.

Effective Facilitation Skills 1 day workshop:	
1 day class=	\$3,600.00
Book (25 students X \$41.00 per book)=	\$1,025.00
Room Reservation at the Thompson Conference Center=	\$290.00
Thompson 2014 Catering Guide Grab-And-Go Boxed Sandwiches @	
\$10.45 X 25 students=	\$261.25
TOTAL AMOUNT=	\$5,176.25
Technical Writing 1 day workshop:	
1 day class=	\$3,600.00
Room Reservation at the Thompson Conference Center=	\$290.00
Thompson 2014 Catering Guide Grab-And-Go Boxed Sandwiches @	
\$10.45 X 25 students=	\$261.25
TOTAL AMOUNT=	\$4,151.25
Total Amount for both classes per year=	\$9,327.50

#### IV. Contract Amount

The total amount of this Contract shall not exceed \$46,637.50 (forty-six thousand, six hundred thirty-seven dollars and 50 cents).

# 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 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.

# VII. Term of the Agreement

This Agreement is effective as of the later of September 30, 2015 or date fully executed by both parties ("Effective Date") and shall terminate on August 31, 2018. The Performing Party will have the option to renew this Agreement for two (2) additional one (1) year terms.

#### 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 Contact shall not assign or transfer 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: Kristy Bradford, Manager of Customized Training Solutions

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

#### 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: Rey Arellano Assistant City Manager
Date: 8/6/15
Approved as to Form and Content
By: Michael L. Cronig Assistant City Attorney
Date: 8-6-15
Performing Party The University of Texas at Austin  By: Linda Shaunessy Business Contracts Administrator
Date: 8 27 2015

#### THE UNIVERSITY OF TEXAS AT AUSTIN



#### Who may use the Thompson Conference Center?

Organizations and individuals sponsoring educational, not-for-profit programs.

#### How can you reserve space at the center?

Day: 8:00a.m. - 5:00p.m.

Half Day: 8:00a.m.-12:00p.m., 1:00p.m.-5:00p.m., and 6:00p.m.-10:00p.m.

Full Day: 8:00a.m. - 10:00p.m. Reservation is a Day plus a Half Day reservation

#### When is the center available?

Facility Hours: 8:00a.m. - 10:00p.m. Except major holidays

Office Hours: 8:00a.m.-5:00 p.m. Monday-Friday

#### What if you must cancel?

180-91 days prior to program date, TCC will charge 10% of room rate, 90-31days 25%, 30 days 50% and 5 days before event a 100% room charge

Conference Rooms	Day	Half Day	Classroom	Groups	Hollow Square	U Shape	Square Footage
1.122	\$290	\$210	16	16	16	12	602
1.124	\$345	\$245	34	NA	NA	NA	1276
1.126	\$290	\$210	30	30	30	24	738
2.102	\$475	\$335	188	184	72	56	2640
2.108	\$185	\$130	30	30	30	24	622
2.110	\$395	\$275	63	60	48	33	1266
2.120	\$455	\$315	78	54	48	36	1704
2.122	\$395	\$275	54	48	42	30	1008
3.102	\$475	\$335	188	184	72	56	2640
3.108	\$330	\$225	40	40	32	22	1237
3.110	\$330	\$225	40	40	32	22	1237
3.120	\$330	\$225	36	36	32	- 20	1082
3.122	\$395	\$275	54	54	42	33	1008
Auditorium* (1.110)	\$705	\$490	218	NA	NA	NA	3025
Lobby	\$295	\$215	NA	NA	NA	NA	NA
Patio	\$195	\$140	NA	NA	NA	NA	NA
Auditorium (LBJ)	\$1,540	NA	967	NA	NA	- NA	10,224

Dining Room	Day	Half Day	Plated	Buffet	Reception
Dining Room	\$475	N/A	150	120	250

Every organization is different. Our fully customizable curriculum can be adapted to fit your specific training requirements and further the growth of your individual employees and overall organization. Our core topic areas include management, business analysis, project management, finance, leadership, human resources and global economic development.

As a leading-provider of customized-training for global corporations and government agencies, PDC features a unique training approach that values your time and ensures that you achieve your goals. Our approach is simple. You tell us your training goals and most-pressing business issues, and we create a customized training solution just for you.

Our depth of experience, course curriculum and instructor network allows us the flexibility to efficiently deliver custom courses on even the most unique topics. We also work successfully with organizations to develop leadership academies designed to develop their high potential employees and groom existing managers for senior level executive leadership opportunities.

As a self-sustaining unit of the University, PDC lives the day-to-day business challenges that our clients face, including financial accountability and innovation. Our real world experience provides us with a unique insight into your need for flexible, customized training solutions. We offer a vast network of innovative instructors that we can match to your specific challenges to help you achieve maximum change within your organization.

We target all levels of leadership in your organization for optimal training—entry-level employees, middle managers or executives. With PDC, you can focus on your organization's business goals while we focus on bringing you the best possible staff training, facilitation, and coaching available anywhere.

Sincerely,

Kristy Bradford
The University of Texas Professional Development Center kristy.bradford@austin.utexas.edu

PDC can help your company reach goals on its journey to excellence.