

**INTERLOCAL AGREEMENT
BETWEEN AUSTIN COMMUNITY COLLEGE DISTRICT AND THE CITY OF AUSTIN**

THE STATE OF TEXAS
COUNTY OF TRAVIS

This Interlocal Agreement ("Agreement") is entered into by and between the Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

I. Parties:

- A. *The Receiving Party: City of Austin (City), a local government of the State of Texas*

Communications and Technology Management Department, Bruce Hermes,
PMP, MPA, Deputy Chief Information Officer, 1.124 South IH 35, Austin, Texas
78704

- B. *The Performing Party: Austin Community College District (ACCD), a public institution of higher education in the State of Texas.*

Continuing Education Division, Hector Aguilar, Ph.D., Executive Dean, 5930
Middle Fiskville Road, Austin, TX 78752

II. Statement of Services to be Performed

A. General Services in Support of Employee Training:

1. The Performing Party will deliver open enrollment continuing education courses according to its regularly published schedule, or as otherwise agreed to by the Parties.
2. The Receiving Party will schedule its employees for enrollment in selected regularly published courses in the course schedule of the Performing Party, or as otherwise agreed to by the Parties.
3. The Performing Party will propose customized classes for development to Receiving Party as specialized training needs are identified by either Performing Party or Receiving Party.
4. The Receiving Party will provide the training facility, projection screen, necessary supporting staff, and other instructional support services per each customized course as specified in a written price quote between both parties.
5. The Performing Party will provide instructors, curriculum development, instructor and student course materials, visual aids, necessary supporting staff, certificates of completion and other

instructional support services as specified in a written price quote between both parties.

6. The parties will coordinate a joint annual ceremony to award ACC certificates to City employees who have completed a course or course program during the prior year.

B. Specific Services:

1. The Performing Party will conduct customized training courses on dates and times to be determined and mutually agreed upon by both Performing Party and Receiving Party.
 - a) The maximum attendance for each customized course will be determined and mutually agreed upon by both Performing Party and Receiving Party.
 - b) The Receiving Party reserves the right to reschedule or cancel, at its discretion, any customized class with payment if any as outlined in Section II E below.
 - c) All customized classes will be conducted at a training facility mutually agreed upon by both Performing Party and Receiving Party.
2. Performing Party will assist Receiving Party's approved employees with registration as an ACC Continuing Education student for open enrollment continuing education courses, as well as customized training courses, as needed.
3. Performing Party will complete the following tasks on the day of the class:
 - a) Provide and set up equipment as necessary to deliver the classes.
 - b) Provide staff support for classes as necessary.
 - c) Produce and distribute training materials, sign-in sheets, student course evaluations, and other related course materials as mutually agreed upon by both parties.
4. Performing Party must complete the following tasks prior to submitting the pay request on the 5th working day of the month:
 - a) Prepare a pay request packet that includes:
 - (1) An invoice, including references to any applicable customized course quotes.
 - (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.

- (3) A Course Evaluation Summary form for each class.
- (4) The individual Student Course Evaluation forms for the class.
- (5) Course completion grade(s) and/or assessment(s), with proper student authorization.

C. Co-branding:

Customized training materials will display the Receiving Party and the Performing Party logos. Performing Party catalogs and/or flyers may be included with the class handouts and materials for customized training class participants.

D. Instructor Evaluation:

The Performing Party shall enlist the expertise of instructors whose subject matter qualifications are verifiable by education, professional certification(s), and/or references. In addition, each instructor shall be evaluated by the participants in each class they teach. The Receiving Party'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 ACCD to provide services to COA.

E. Postponing Classes:

The parties agree to reschedule dates for services in the event either party experiences emergencies such as acts of God, strikes, critical workloads, or any similar problem beyond the control of the parties which results in the non-availability of personnel. When notification of such rescheduling is received by the Performing Party seven (7) 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 eight (8) 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, not to exceed the amount of the quote.

F. Intellectual Property:

The ACCD and City logos and other intellectual property 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 intellectual property 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 other's intellectual property. Both parties agree not to use the intellectual property of either party in connection with any matter containing any content, data, work, or material that is inaccurate, offensive, defamatory, harassing, malicious, or that would reflect adversely on the reputation or competence of either party.

III. Costs for Services

A. Tuition Discount:

Performing Party shall provide Receiving Party a 20% discount off of the published rate for tuition and fees for any open enrollment continuing education course offered by ACCD.

Receiving Party shall be responsible for the costs of required books, supplies and certification testing fees for any courses taken.

B. Customized Training Courses:

Performing Party shall provide customized "Nontechnical Courses," and "Technical Courses." Non-technical Courses are training on general business skills and common consumer-grade technologies. Technical Courses are training on business-specific topics.

Performing Party shall develop and deliver customized training courses as outlined in Section II B 1 above to Receiving Party designated employees at a rate of \$200.00 (two hundred dollars) per instructional hour for non-technical courses, and at a rate of \$300.00 (three hundred dollars) per instructional hour for technical courses.

Additional costs, including equipment, books, materials, supplies, and other associated costs and fees, required for the delivery of customized training courses, shall be determined and mutually agreed upon by both parties prior to the development and delivery of such courses.

C. Price Quotes:

Receiving Party shall draft a scope of work and request a quote and scheduling guidance for any course in advance. The request for quote shall include either the name of the course or a description of the required curriculum, and the number of City employees who will participate in the course.

Performing Party shall provide Receiving Party any proposed revisions to the scope of work, and a written price quote, including cost of tuition,

equipment, books, materials, supplies, and all other associated costs and fees.

The parties will jointly coordinate customized training course scheduling.

IV. Contract Amount

The total amount of this three-year Agreement shall not exceed \$500,000.00, with payment from current revenues available to the paying party.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed according to the terms in Section II of 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.

Performing party must complete all tasks outlined in Section II B 4 before Receiving Party will approve payment. Invoices shall be sent to:

COA CTM Training
Attn: Patricia Muse
P.O. Box 1088 Austin, TX 78704

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.

VII. Term of the Agreement

This Agreement is effective as of the later of February 10, 2016, or date fully executed by both parties ("Effective Date") and shall terminate on the same month and day three years later.

At the option of the Receiving Party, the Agreement may be extended for two (2) additional one-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 (30) 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 ACCD: Hector Aguilar, Ph.D.
Executive Dean, Continuing Education Division
Austin Community College District
5930 Middle Fiskville Road
Austin, TX 78752

If to COA: Bruce Hermes, PMP, MPA
Deputy Chief Information Officer
City of Austin
1124 South IH 35
Austin, TX 78704

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.

XII. Indemnification

To the extent allowed by Texas law, the Receiving Party and the Performing Party agree that each entity is responsible for its own proportionate share of any liability for any damages arising out of or connected to its negligent acts or omissions in connection with this contract as determined by a court of competent law.

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

RECEIVING PARTY

City of Austin

Mark A. Washington
Signature:

Mark Washington
Name:

Interim Assistant City Manager
Title:

3/3/16
Date:

PERFORMING PARTY

Austin Community College District

Richard Rhodes
Signature:

Richard M. Rhodes, Ph.D.
Name:

President / CEO
Title:

3/10/16
Date: