

#36

# Late Backup

## SIDE-BY-SIDE COMPARISON MINORITY CHAMBER AND MINORITY TRADE ASSOCIATION FUNDING

Organization	Fiscal Year	Contract Amount	Percentage Increase
Greater Austin Chamber (Greater Austin Economic Development Corporation)*	FY2007-2008	\$350,000	
Greater Austin Hispanic Chamber	FY2007-2008	\$58,160	
Capital City African-American Chamber	FY2007-2008	\$51,440	
Austin-Asian American Chamber	FY2007-2008	\$56,400	
Austin Area Black Contractors Association	FY2007-2008	\$45,000	
US Hispanic Contractors Association	FY2007-2008	\$45,000	
Asian Contractors Association	FY2007-2008	\$45,000	

Organization	Fiscal Year	Contract Amount	Percentage Increase
Greater Austin Chamber (Greater Austin Economic Development Corporation)*	FY2008-2009	\$350,000	0
Greater Austin Hispanic Chamber	FY2008-2009	\$90,300	55.3
Capital City African-American Chamber	FY2008-2009	\$77,700	51.1
Austin-Asian American Chamber	FY2008-2009	\$87,000	54.3
University of Texas Professional Development Center	FY2008-2009	\$37,500	N/A
Austin Area Black Contractors Association	FY2008-2009	\$45,000	0
US Hispanic Contractors Association	FY2008-2009	\$45,000	0
Asian Contractors Association	FY2008-2009	\$45,000	0

Organization	Fiscal Year	Contract Amount	Percentage Increase
Greater Austin Chamber (Greater Austin Economic Development Corporation)*	FY2009-2010	\$350,000	0
Greater Austin Hispanic Chamber	FY2009-2010	\$98,900	9.5
Capital City African-American Chamber	FY2009-2010	\$90,000	15.8
University of Texas Professional Development Center	FY2009-2010	\$32,600	*Amend#1
Austin-Asian American Chamber	FY2009-2010	\$90,000	3.5
Austin Area Black Contractors Association	FY2009-2010	\$45,000	0
US Hispanic Contractors Association	FY2009-2010	\$45,000	0
Asian Contractors Association	FY2009-2010	\$45,000	0

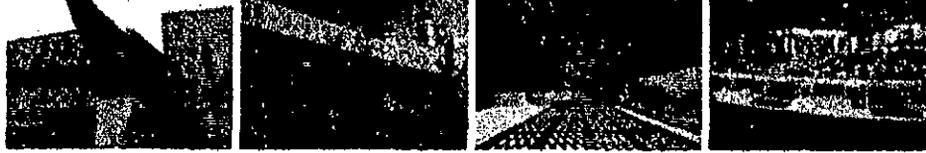
Organization	Fiscal Year	Contract Amount	Percentage Increase
Greater Austin Chamber (Greater Austin Economic Development Corporation)*	FY2010-2011	\$350,000	0
Greater Austin Hispanic Chamber	FY2010-2011	\$223,900	126.4
Capital City African-American Chamber	FY2010-2011	\$180,000	100
University of Texas Professional Development Center	FY2010-2011	\$37,500	*Extention Option
Austin-Asian American Chamber	FY2010-2011	\$120,000	33.3
Austin Area Black Contractors Association	FY2010-2011	\$45,000	0
US Hispanic Contractors Association	FY2010-2011	\$45,000	0
Asian Contractors Association	FY2010-2011	\$45,000	0

Organization	Fiscal Year	Contract Amount	Percentage Increase
Greater Austin Chamber (Greater Austin Economic Development Corporation)*	FY2011-2012	\$350,000	0
Greater Austin Hispanic Chamber	FY2011-2012	\$223,900	0
Capital City African-American Chamber	FY2011-2012	\$180,000	0
University of Texas Professional Development Center	FY2011-2012	\$783,750	1990%
Austin-Asian American Chamber	FY2011-2012	\$120,000	0
Austin Area Black Contractors Association	FY2011-2012	\$45,000	0
US Hispanic Contractors Association	FY2011-2012	\$45,000	0
Asian Contractors Association	FY2011-2012	\$45,000	0

\*Greater Austin Chamber (Greater Austin Economic Development Corporation) original contract was awarded January 2005 for \$1,750,000, each FY since 2005 the Chamber receives a contract amendment for \$350,000

\*\*In FY2009-2010 COA/AE staff recommended adding 5 extension options for an estimated \$350,000 each year for a revised ten-year estimated contract not to exceed \$3,530,000.

## AGENDA



Thursday, April 24, 2008

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 22

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**Subject:** Authorize award, negotiation, and execution of a five-month contract with the Austin Asian American Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$56,400, with an additional twelve-month extension option in an amount not to exceed \$87,000, for a total contract amount not to exceed \$143,400.

**Amount and Source of Funding:** Funding in the amount of \$56,400 is available in the Fiscal Year 2007-2008 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Rosy Jalifi, EGRSO / 974-7739

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

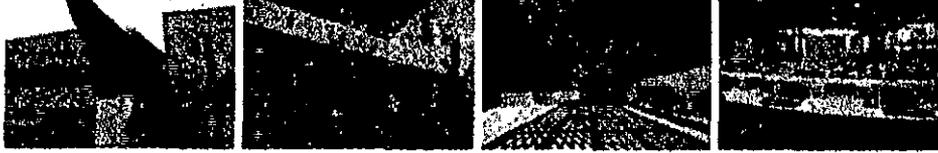
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The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development grants to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance: the Greater Austin Hispanic Chamber of Commerce, the Capital City African American Chamber of Commerce, and the Austin Asian American Chamber of Commerce.

The FY08 grant to the Austin Asian American Chamber of Commerce contains four projects:

1. A mutually agreed, individual project that will assist the Austin Asian American Chamber of Commerce's members and contribute to growth in the organization's membership.
2. An individual webpage providing demographic, economic, and cultural information on Austin's Asian community that is accessible to companies interested in relocating or doing business in Austin.
3. The Austin Asian American Chamber of Commerce will work with the Capital City African American Chamber of Commerce and the Greater Austin Hispanic Chamber of Commerce to create an online database of the recruiting and hiring information of local medium and large-size companies, and to host their 2nd annual employment expo targeted to minorities seeking career opportunities.
4. The Austin Asian American Chamber of Commerce will work with EGRSO and the Greater Austin Chamber of Commerce to develop a supporting role in trips that promote Austin to other cities and countries for trade and economic development recruitment purposes.

## AGENDA



Thursday, April 24, 2008

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 23

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**Subject:** Authorize award, negotiation, and execution of a five-month contract with the Capital City African American Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$51,440, with an additional twelve-month extension option in an amount not to exceed \$77,700, for a total contract amount not to exceed \$129,140.

**Amount and Source of Funding:** Funding in the amount of \$51,440 is available in the Fiscal Year 2007-2008 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Rosy Jalifi, EGRSO / 974-7739

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

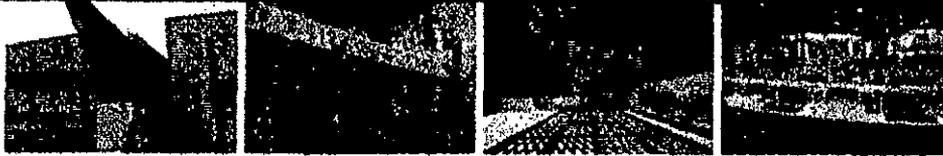
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The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development grants to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance: the Greater Austin Hispanic Chamber of Commerce, the Capital City African American Chamber of Commerce, and the Austin Asian American Chamber of Commerce.

The FY08 grant to the Capital City African American Chamber of Commerce contains four projects:

1. A mutually agreed, individual project that will assist the Capital City African American Chamber of Commerce's members and contribute to growth in the organization's membership.
2. An individual webpage providing demographic, economic, and cultural information on Austin's African-American community that is accessible to companies interested in relocating or doing business in Austin.
3. The Capital City African American Chamber of Commerce will work with the Greater Austin Hispanic Chamber of Commerce and the Austin Asian American Chamber of Commerce to create an online database of the recruiting and hiring information of local medium and large-size companies, and to host their 2nd annual employment expo targeted to minorities seeking career opportunities.
4. The Capital City African American Chamber of Commerce will work with EGRSO and the Greater Austin Chamber of Commerce to develop a supporting role in trips that promote Austin to other cities and countries for trade and economic development recruitment purposes.

## AGENDA



Thursday, April 24, 2008

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 24

**Subject:** Authorize award, negotiation, and execution of a five-month contract with the Greater Austin Hispanic Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$58,160, with an additional twelve-month extension option in an amount not to exceed \$90,300, for a total contract amount not to exceed \$148,460.

**Amount and Source of Funding:** Funding in the amount of \$58,160 is available in the Fiscal Year 2007-2008 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Rosy Jalifi, EGRSO / 974-7739

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development grants to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance: the Greater Austin Hispanic Chamber of Commerce, the Capital City African American Chamber of Commerce, and the Austin Asian American Chamber of Commerce.

The FY08 grant to the Greater Austin Hispanic Chamber of Commerce contains four projects:

1. A mutually agreed, individual project that will assist the Greater Austin Hispanic Chamber of Commerce's members and contribute to growth in the organization's membership.
2. An individual webpage providing demographic, economic, and cultural information on Austin's Hispanic community that is accessible to companies interested in relocating or doing business in Austin.
3. The Greater Austin Hispanic Chamber of Commerce will work with the Capital City African American Chamber of Commerce and the Austin Asian American Chamber of Commerce to create an online database of the recruiting and hiring information of local medium and large-size companies, and to host their 2nd annual employment expo targeted to minorities seeking career opportunities.
4. The Greater Austin Hispanic Chamber of Commerce will work with EGRSO and the Greater Austin Chamber of Commerce to develop a supporting role in trips that promote Austin to other cities and countries for trade and economic development recruitment purposes.

Financial and Administrative Services Department  
Purchasing Office  
P. O. Box 1088, Austin, TX 78767  
(512) 974-2500

June 24, 2008

Greater Austin Hispanic Chamber of Commerce (GAHCC)  
2800 S. IH-35, Suite 260  
Austin, TX 78704  
Attention: Ms. Mary Martinez

Re: Master Agreement #PG080000005  
Economic Development Grant

Dear Ms. Martinez:

The Austin City Council has approved the execution of a contract with your company for the above-referenced item as follows:

Responsible Department:	Economic Growth and Redevelopment Services
Department Contact Person:	Blake Smith
Department Contact Email Address:	Blake.smith@ci.austin.tx.us
Department Contact Telephone:	512-974-7618
Project Name:	Economic Development Grant – Minority and Small Business Consulting
Contractor Name:	Greater Austin Hispanic Chamber of Commerce (GAHCC)
Contract Number:	PG080000005
Contract Period:	June 24, 2008 – September 30, 2008
Dollar Amount	\$58,160.00
Extension Options:	One (12) month extension in an amount of \$90,300.00
Requisition Number:	RQM5500-08050800604
Solicitation Number:	N/A
Agenda Item Number:	24
Council Approval Date:	4/24/08

Attached is a copy of the fully executed contract. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-3266.

Sincerely,



Mary Quintero-Herrera

Enclosure  
xc: Blake Smith

## AGENDA



Thursday, January 14, 2010

**Austin Energy  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 4

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**Subject:** Authorize award and execution of Amendment No. 8 to a requirements service agreement with GREATER AUSTIN ECONOMIC DEVELOPMENT CORPORATION, Austin, TX for continued participation in the Opportunity Austin Campaign and adding five extension options in an estimated amount not to exceed \$350,000 per extension option, for a revised ten-year total estimated contract amount not to exceed \$3,530,000.

**Amount and Source of Funding:** Funding in the amount of \$262,500 is available in the Fiscal Year 2009-2010 Operating Budget of Austin Energy. Funding for the remaining three months of the current term and the remaining extension options is contingent on available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Jeff Vice, Director Local Government Relations, 322-6087 or Rodney Gonzales, Acting Director, EGRSO, 974-2313

**Purchasing Language:** Contract Amendment

**Boards and Commission Action:** The Electric Utility Commission recommended funding only one 12-month extension.

**Prior Council Action:** January 13, 2005 - Approved original contract and four 12-month extension options.

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In January 2005, Council approved a five year contract with the Greater Austin Economic Development Corporation (GAEDC), doing business as the Austin Chamber of Commerce, to participate in the *Opportunity Austin campaign to improve the economic future of the greater Austin area*. The campaign began with an economic assessment that identified the following areas in need of immediate attention: development of new primary jobs; diversification of Austin's business base; elimination of impediments to start, grow, or relocate businesses in the area; efforts to ensure a quality workforce; and overall transportation improvements. During the initial contract period, the City of Austin's ranking in job growth grew from 25th to 2nd in the United States with 121,800 new jobs and regional payroll increased by \$5.6 billion. In addition, 144 companies relocated their headquarters or regional offices to Central Texas.

This proposed amendment will enable Austin Energy and the City to be an investor in the Opportunity Austin 2.0 campaign, to assist with strengthening and diversifying the economy by attracting and recruiting new businesses, retaining and expanding existing businesses, and encouraging and supporting local entrepreneurs. \$100,000 of the \$350,000 annual contract amount is specifically earmarked to support clean energy target marketing.

The GAEDC's goals for Opportunity Austin 2.0's five-year campaign are to create 117,000 new jobs and increase the regional payroll by \$10.8 billion. GAEDC will also continue to execute a strategy to market Austin and Central Texas and maintain a dynamic website providing regional information.

Contract Summary

ACTION	DESCRIPTION	AMOUNT
Original Contract	Council award for investment into Greater Austin Economic Development Corporation with four 12-month extension options of \$350,000 each.	\$1,750,000
Amendment No 1	Exercised first extension option Year 2 (\$350,000)	
Amendment No 2	Updated contract language including Corrections and adjustments to the scope of work	
Amendment No 3	Exercised a 60 day hold over/partial extension	
Amendment No 4	Exercised second extension option Year 3 (\$350,000)	
Amendment No 5	Exercised third extension option Year 4 (\$350,000)	
Amendment No 6	Administrative increase to cover 50% of GAEDC's travel costs for economic development purposes related to the Austin Asian Chamber of Commerce, Capital City Chamber of Commerce, and Greater Austin Hispanic Chamber of Commerce	\$30,000
Amendment No 7	Exercised fourth extension option Year 5 (\$350,000)	
Proposed Amendment No 8	Add an additional five 12-month extension options for years 6 through 10	\$1,750,000
Revised Total Contract Amount		\$3,530,000

## AGENDA



Thursday, February 4, 2010

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 12

**Subject:** Authorize negotiation and execution of a one-year contract with the Austin Asian American Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$90,000, with four additional twelve-month extension options for a total contract amount not to exceed \$450,000.

**Amount and Source of Funding:** Funding in the amount of \$90,000 is available in the Fiscal Year 2009-2010 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390; Rodney Gonzales, Deputy Director, EGRSO / 974-2313

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Related to Items #13 and 14.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development contracts to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance (MECA): the Greater Austin Hispanic Chamber of Commerce (GAHCC), the Capital City African American Chamber of Commerce (CCAACC), and the Austin Asian American Chamber of Commerce (AAACC).

The FY10 contract to the AAACC contains five projects: 1. A mutually-agreed joint project with the other MECA members to sponsor a Collaborative Industry Development Forum designed to foster targeted industry growth. 2. The AAACC will also sponsor a forum that specifically addresses the underserved and/or distressed Austin small business community. 3. An individual webpage providing demographic, economic, and cultural information on Austin's Asian American community that is accessible to companies interested in relocating or doing business in Austin. 4. The AAACC will work with the other MECA members to maintain an online database of the recruiting and hiring information of local medium and large-size companies, and to host an employment expo targeted toward minorities seeking career opportunities. 5. The AAACC will participate in economic development marketing trips that promote Austin to other cities for trade and economic development recruitment purposes and will seek the economic development training needed to provide their staff the skills necessary for these recruitment trips.

## AGENDA



Thursday, February 4, 2010

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 13

**Subject:** Authorize negotiation and execution of a one-year contract with the Capital City African American Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$90,000, with four additional twelve-month extension options for a total contract amount not to exceed \$450,000.

**Amount and Source of Funding:** Funding in the amount of \$90,000 is available in the Fiscal Year 2009-2010 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390; Rodney Gonzales, Deputy Director, EGRSO / 974-2313

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Related to Items #12 and 14.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development contracts to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance (MECA): the Greater Austin Hispanic Chamber of Commerce (GAHCC), the Capital City African American Chamber of Commerce (CCAACC), and the Austin Asian American Chamber of Commerce (AAACC).

The FY10 contract to the CCAACC contains five projects: 1. A mutually-agreed joint project requiring with the other MECA members to sponsor a Collaborative Industry Development Forum designed to foster targeted industry growth. 2. The CCAACC will also sponsor a forum that specifically addresses the underserved and/or distressed Austin small business community. 3. An individual webpage providing demographic, economic, and cultural information on Austin's African-American community that is accessible to companies interested in relocating or doing business in Austin. 4. The CCAACC will work with the other MECA members to maintain an online database of the recruiting and hiring information of local medium and large-size companies, and to host an employment expo targeted toward minorities seeking career opportunities. 5. The CCAACC will participate in economic development marketing trips that promote Austin to other cities for trade and economic development recruitment purposes and will seek the economic development training needed to provide their staff the skills necessary for these recruitment trips.

## AGENDA



Thursday, February 4, 2010

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 14

**Subject:** Authorize negotiation and execution of a one-year contract with the Greater Austin Hispanic Chamber of Commerce, Austin, TX to provide economic development recruitment and retention services in an amount not to exceed \$98,900, with four additional twelve-month extension options for a total contract amount not to exceed \$494,500.

**Amount and Source of Funding:** Funding in the amount of \$98,900 is available in the Fiscal Year 2009-2010 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390; Rodney Gonzales, Deputy Director, EGRSO / 974-2313

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified; therefore, no goals were established for this solicitation. Related to Items #12 and 13.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin. One way the City pursues these strategies is by providing economic development contracts to each of the three Chambers of Commerce that compose the Multi-Ethnic Chamber Alliance (MECA): the Greater Austin Hispanic Chamber of Commerce (GAHCC), the Capital City African American Chamber of Commerce (CCAACC), and the Austin Asian American Chamber of Commerce (AAACC).

The FY10 contract to the GAHCC contains five projects: 1. A mutually-agreed joint project with the other MECA members to sponsor a Collaborative Industry Development Forum designed to foster targeted industry growth. 2. The GAHCC will also sponsor a forum that specifically addresses the underserved and/or distressed Austin small business community. 3. An individual webpage providing demographic, economic, and cultural information on Austin's Hispanic-American community that is accessible to companies interested in relocating or doing business in Austin. 4. The GAHCC will work with the other MECA members to maintain an online database of the recruiting and hiring information of local medium and large-size companies and to host an employment expo targeted toward minorities seeking career opportunities. 5. The GAHCC will participate in economic development marketing trips that promote Austin to other cities for trade and economic development recruitment purposes and will seek the economic development training needed to provide their staff the skills necessary for these recruitment trips.

## AGENDA



Thursday, February 17, 2011

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 18

**Subject:** Authorize negotiation and execution of an amendment to the current business development services contract with the Capital City African American Chamber of Commerce, Austin, TX to require additional deliverables and increase the contract's four optional annual extensions from \$90,000 to \$180,000 per year, for a total contract amount not to exceed \$810,000.

**Amount and Source of Funding:** Funding in the amount of \$142,500 is available in the Fiscal Year 2010-2011 EGRSO Operating Budget for the first seven months of the first contract extension. Funding for the remaining five months of the first contract extension and the remaining extension options are contingent on available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Kevin Johns, Director, EGRSO / 974-7802; Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390

**Prior Council Action:** February 4, 2010- Council approved a one year contract in the amount of \$90,000 with four additional twelve-month extension options for a total contract amount not to exceed \$450,000.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin.

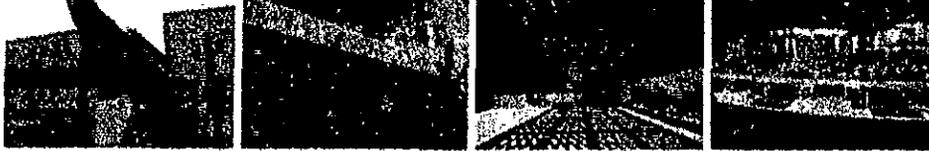
On February 4, 2010, Council approved a \$90,000 one-year contract for business development services with the Capital City African American Chamber of Commerce, with four optional one-year renewals, for total contract authority of \$450,000. The first year of this contract expires February 28, 2011.

This action will increase the amount for the four optional one-year renewals, from \$90,000 to \$180,000, for total contract authority of \$810,000. The first contract renewal of \$180,000 would begin on March 1st in fiscal year 2010-11 and end on February 28th in fiscal year 2011-12.

The additional deliverables will be as follows: 1) Setup a discussion(s) with local business community representatives to address local business obstacles and opportunities; 2) Based on the discussion in project #1 above, generate and submit a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis report of those obstacles and opportunities, including a perspective on the quality of business life; 3) Generate a monthly newsletter and calendar of events; 4) Participate in familiarization events and site visits for businesses from other cities, as needed (e.g., serve as liaison, itinerary planning, and/or participating in planned events); 5) Communicate with EGRSO's Small Business Development Program to ensure maximum awareness and/or participation in EGRSO's events (e.g., Meet the Lender, Getting Connected, Ups and Downs of a Second Location); 6) Provide a link on Consultant website to the SXSW music, interactive, and film showcases; 7) Provide on-going business and economic development technical assistance in communities of influence within Austin; and 8) Sponsor business and economic development trade missions with countries where GAHCC has natural and/or developed ties and influence, promoting Austin as a business destination.

These eight additional business development service deliverables will be added to the seven contract deliverables approved February 4, 2010.

## AGENDA



Thursday, February 17, 2011

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 19

**Subject:** Authorize negotiation and execution of an amendment to the current business development services contract with the Austin Asian Chamber of Commerce, Austin, TX to require additional deliverables and increase the contract's four optional annual extensions from \$90,000 to \$120,000 per year, for a total contract amount not to exceed \$570,000.

**Amount and Source of Funding:** Funding in the amount of \$107,500 is available in the Fiscal Year 2010-2011 EGRSO Operating Budget for the first seven months of the first contract extension. Funding for the remaining five months of the first contract extension and the remaining extension options are contingent on available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Kevin Johns, Director, EGRSO / 974-7802; Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390

**Prior Council Action:** February 4, 2010- Council approved a one year contract in the amount of \$90,000 with four additional twelve-month extension options for a total contract amount not to exceed \$450,000.

The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin.

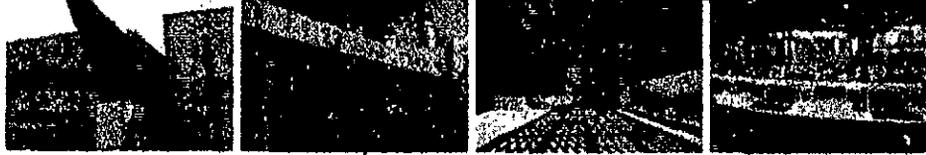
On February 4, 2010, Council approved a \$90,000 one-year contract for business development services with the Austin Asian Chamber of Commerce, with four optional one-year renewals, for total contract authority of \$450,000. The first year of this contract expires February 28, 2011.

This action will increase the amount for the four optional one-year renewals, from \$90,000 to \$120,000, for total contract authority of \$570,000. The first contract renewal of \$120,000 would begin on March 1st in fiscal year 2010-11 and end on February 28th in fiscal year 2011-12.

The additional deliverables will be as follows: 1) Setup a discussion(s) with local business community representatives to address local business obstacles and opportunities; 2) Based on the discussion in project #1 above, generate and submit a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis report of those obstacles and opportunities, including a perspective on the quality of business life; 3) Generate a monthly newsletter and calendar of events; 4) Participate in familiarization events and site visits for businesses from other cities, as needed (e.g., serve as liaison, itinerary planning, and/or participating in planned events); 5) Communicate with EGRSO's Small Business Development Program to ensure maximum awareness and/or participation in EGRSO's events (e.g., Meet the Lender, Getting Connected, Ups and Downs of a Second Location); 6) Provide a link on Consultant website to the SXSW music, interactive, and film showcases; 7) Provide on-going business and economic development technical assistance in communities of influence within Austin; and 8) Sponsor business and economic development trade missions with countries where GAHCC has natural and/or developed ties and influence, promoting Austin as a business destination.

These eight additional business development service deliverables will be added to the seven contract deliverables approved February 4, 2010.

## AGENDA



Thursday, February 17, 2011

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION**

Item No. 20

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**Subject:** *Authorize negotiation and execution of an amendment to the current business development services contract with the Greater Austin Hispanic Chamber of Commerce, Austin, TX to require additional deliverables and increase the contract's four optional annual extensions from \$98,900 to \$223,900 per year, for a total contract amount not to exceed \$994,500.*

**Amount and Source of Funding:** Funding in the amount of \$171,000 is available in the Fiscal Year 2010-2011 Operating Budget of EGRSO for the first seven months of the first contract extension. Funding for the remaining five months of the first contract extension and the remaining extension options are contingent on available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Kevin Johns, Director, EGRSO / 974-7802; Dusty McCormick, Economic & Business Development Liaison, EGRSO / 974-6390

**Prior Council Action:** February 4, 2010- Council approved a one-year contract in the amount of \$98,900 with four additional twelve-month extension options for a total contract amount not to exceed \$494,500.

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The City of Austin works to strengthen the local economy by developing Austin's existing businesses, and by recruiting outside businesses to relocate or do business in Austin.

On February 4, 2010, Council approved a \$98,900 one-year contract for business development services with the Greater Austin Hispanic Chamber of Commerce, with four optional one-year renewals, for total contract authority of \$494,500. The first year of this contract expires February 28, 2011.

This action will increase the amount for the four optional one-year renewals, from \$98,900 to \$223,900, for total contract authority of \$994,500. The first contract renewal of \$223,900 would begin on March 1st in fiscal year 2010-11 and end on February 28th in fiscal year 2011-12.

The additional deliverables will be as follows: 1) Setup a discussion(s) with local business community representatives to address local business obstacles and opportunities; 2) Based on the discussion in project #1 above, generate and submit a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis report of those obstacles and opportunities, including a perspective on the quality of business life; 3) Generate a monthly newsletter and calendar of events; 4) Participate in familiarization events and site visits for businesses from other cities, as needed (e.g., serve as liaison, itinerary planning, and/or participating in planned events); 5) Communicate with EGRSO's Small Business Development Program to ensure maximum awareness and/or participation in EGRSO's events (e.g., Meet the Lender, Getting Connected, Ups and Downs of a Second Location); 6) Provide a link on Consultant website to the SXSW music, interactive, and film showcases; 7) Provide on-going business and economic development technical assistance in communities of influence within Austin; and 8) Sponsor business and economic development trade missions with countries where GAHCC has natural and/or developed ties and influence, promoting Austin as a business destination.

These eight additional business development service deliverables will be added to the seven contract deliverables approved February 4, 2010.

## AGENDA



Thursday, July 24, 2008

**Purchasing Office**  
**RECOMMENDATION FOR COUNCIL ACTION**

Item No. 68

**Subject:** Authorize award, negotiation, and execution of a 12-month Interlocal Agreement with THE UNIVERSITY OF TEXAS PROFESSIONAL DEVELOPMENT CENTER, Austin, TX, for business analysis and project management related training in an estimated amount not to exceed \$37,500, with one 12-month extension option in an estimated amount not to exceed \$37,500, for a total estimated contract amount not to exceed \$75,000.

**Amount and Source of Funding:** Funding in the amount of \$37,500 is included in the Fiscal Year 2007-2008 Operating Budget of the Financial and Administrative Services Department, Communications and Technology Management. Funding for the extension option is contingent upon available funding in future budgets.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Mick Osborne, Specialist Sr. Buyer /974 2995

**Purchasing Language:** Interlocal Agreement.

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). This contract is a cooperative purchase; therefore, it is exempted under Chapter 791 of the Texas Government Code and no goals were established for this solicitation.

This interlocal agreement is for The University of Texas Professional Development Center (UT PDC) to conduct business analysis and other project management related training for The Project Office of the Communication and Technology Management (CTM) Department. The agreement includes the cost of obtaining the instructor for the seminar, course materials, visual aids, and end-of-course certificates for up to 25 participants. This training is designed to give a foundation in:

- Enterprise analysis
- Requirements planning and management
- Requirements elicitation
- Requirements analysis and documentation
- Requirements communication
- *Solution assessment and validation*
- Process mapping
- Project communications
- Project leadership

As a result of this training, employees will acquire skills, techniques and tools such as:

- Understanding and defining organizational need
- Gathering the information needed to clearly define project requirements
- Documenting requirements for use by all stakeholders
- Analyzing, verifying, and validating requirements

- Creating a framework for successful requirements management and communication
- Creating a framework for successful project management and communication
- Identifying communication styles and effective leadership strategies for leading projects
- Identifying communication challenges and how to effectively handle difficult situations

UT PDC is a leader in providing professional development training locally, statewide and nationally, and is an International Institute of Business Analysis (IIBA™) endorsed education provider, as well as a Project Management Institute (PMI) endorsed education provider. The City of Austin will directly benefit from UT PDC's on-site training for business analysis and other project management related training because accurate requirements and communications management are critical components of successful software projects. Educating internal Business Analysts who can gather, assess, and validate requirements and who can communicate well with numerous stakeholders, can drive City projects to successful conclusions. In addition, educating and certifying internal Project Managers who can effectively lead teams, build consensus and manage projects can also drive City projects to successful conclusions. This on-site, tailored training will allow the City to continue to invest in its information technology workforce and will facilitate successful software project management at a cost savings resulting in a positive return on investment.

## INTERLOCAL COOPERATION CONTRACT

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, TEX. GOVT. CODE ANN. § 791.001, et. seq.

### I. Contracting Parties

The Receiving Party: *City of Austin* a local government of the State of Texas  
*Communication and Technology Management, Brenda Barnard, Manager, Project Management Office, 625 W. 10<sup>th</sup> St., Ste. 900, Austin, TX 78701*

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, Kimberley Carella, Account Management and Development, The University of Texas at Austin, P.O. Box 7518, Austin, TX 78713*

### II. Statement of Services to be Performed

The University of Texas at Austin Professional Development Center will provide the City of Austin with onsite training for business analysis and project management. The five-day, 32.5 hour onsite Business Analysis certification program is endorsed by the International Institute of Business Analysis and offers continuing education units through the Project Management Institute. This training includes instructor led training and instructor travel, course materials for each participant, a CD of the training materials, visual aids, end-of-course certifications for up to twenty five (25) participants. Upon completion of this course, participants will be eligible for additional certification through the International Institute of Business Analysis.

### III. Basis for Calculating Reimbursable Costs

The interlocal funding for this Contract is the amount of \$37,500 for a 12-month term during the 2007-2008 fiscal year, with a 12 month extension option amount of \$37,500 for the Performing Agency to conduct a second class in the 2008-2009 fiscal year based on Receiving Agency's available funding.

#### **IV. Contract Amount**

In consideration for the services to be performed, the Receiving Agency's total payment to Performing Agency is an amount not to exceed \$37,500 for a 12-month term, with one 12-month extension option not to exceed \$37,500, for a total Contract amount not to exceed \$75,000, including all fees and expenses.

#### **V. Payment of Services**

Provided the Performing Agency has rendered services as described in this Contract and transmitted an invoice to the Receiving Agency, the Receiving Agency shall pay for services received within thirty (30) days of receipt of the invoice from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to the Performing Agency.

Payments for service performed shall be billed after services are provided. Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

#### **VI. Term of the Contract**

This Contract is effective on the date the Contract is signed by the last of the parties ("Effective Date"). The term of this Contract is a 12-month period from the Effective Date. The term ends on 8/24, 2009. The Contract may be extended for one 12-month period if the Receiving Agency exercises this extension option by providing written notice to the Performing Agency prior to the expiration of the initial Contract term.

#### **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 to the party in default 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.

**VIII. No Assignment.** A party to this Contract shall not assign or transfer its interests under the Contract.

#### **IX. Certifications**

The undersigned Contracting Parties do hereby certify that each is authorized to perform the services required by this Agreement and that such services further a governmental function of Receiving Agency. Payment for the services performed by the Performing Agency will be made from current revenues appropriated and available to the Receiving Agency.

**Receiving Agency**  
The City of Austin

By: Byron E Johnson, E.P.M.

Name: Byron E Johnson, E.P.M.

Title: Purchasing Officer

Date: 08/25/08

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

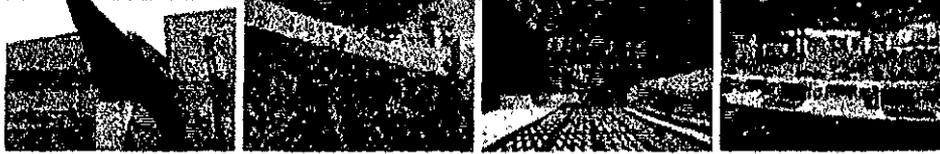
By: Debra Y. Stevens

Name: Debra Y. Stevens

Title: Business Contracts Administrator

Date: 8-21-08

## AGENDA



Thursday, April 23, 2009

**Purchasing Office**  
**RECOMMENDATION FOR COUNCIL ACTION**

Item No. 38

**Subject:** Authorize award and execution of Amendment No. 1 to an Interlocal Agreement for business analysis and project management related training with THE UNIVERSITY OF TEXAS PROFESSIONAL DEVELOPMENT CENTER, Austin, TX, to increase the amount of the current contract term in an amount not to exceed \$32,600, for a revised total contract amount not to exceed \$107,600.

**Amount and Source of Funding:** Funding in the amount of \$3,680 is available in the Fiscal Year 2008-2009 Operating Budget of Austin Energy. Funding in the amount of \$7,360 is available in the Fiscal Year 2008-2009 Operating Budget of Austin Water Utility. Funding in the amount of \$21,560 is available in the Fiscal Year 2008-2009 Operating Budget of Communications and Technology Management.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Mick Osborne, Specialist Sr. Buyer/974-2995

**Purchasing Language:** Interlocal Agreement

**MBE/WBE:** This contract will be awarded in compliance with Chapter 2-9D of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). This contract is a Cooperative Purchase; therefore, it is exempted under Chapter 791 of the Texas Local Government Code and no goals were established for this contract.

**Prior Council Action:** July 24, 2008 - Approved a 12-month Interlocal Agreement with one 12-month extension option.

This amendment to the interlocal agreement with The University of Texas Professional Development Center (UT PDC) is to conduct additional business analysis and other project management related training for the Austin Water Utility, Austin Energy, and Communication and Technology Management (CTM). The agreement includes the cost of obtaining the instructor for the seminar, course materials, visual aids, and end-of-course certificates for up to nine additional participants.

This training is designed to give a foundation in:

- Enterprise analysis - Requirements planning and management - Requirements elicitation - Requirements analysis and documentation - Requirements communication - Solution assessment and validation - Process mapping - Project communications - Project leadership

As a result of this training, employees will acquire skills, techniques and tools such as:

- Understanding and defining organizational need - Gathering the information needed to clearly define project requirements - Documenting requirements for use by all stakeholders - Analyzing, verifying, and validating requirements - Creating a framework for successful requirements management and communication - Creating a framework for successful project management and communication - Identifying communication styles and effective leadership strategies for leading projects - Identifying communication challenges and how to effectively handle difficult situations

UT PDC is a leader in providing professional development training locally, statewide and nationally, and is an International Institute of Business Analysis (IIBA™) endorsed education provider, as well as a Project Management Institute (PMI) endorsed education provider. The City of Austin will directly benefit from UT PDC's on-site training for business analysis and other project management related training because accurate requirements and communications management are critical components of successful software projects. Educating internal Business Analysts who can gather, assess, and validate requirements and who can communicate well with numerous stakeholders, can drive City projects to successful conclusions.

In addition, educating and certifying internal Project Managers who can effectively lead teams, build consensus and manage projects can also drive City projects to successful conclusions. This on-site, tailored training will allow the City to continue to invest in its information technology workforce and will facilitate successful software project management at a cost savings resulting in a positive return on investment.

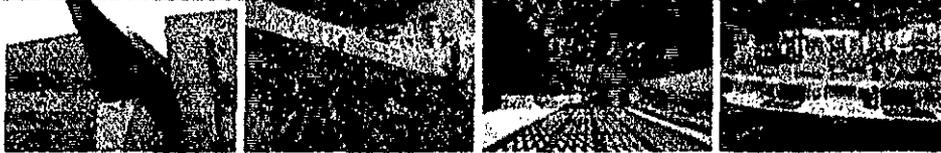
**AGENDA DATE: 04/23/09**

**VENDOR NAME: THE UNIVERSITY OF TEXAS PROFESSIONAL DEVELOPMENT CENTER**

**Contract Summary**

Contract History	Description	Amount
Original Contract	12-month interlocal agreement for training in an amount not to exceed \$37,500, with one 12-month extension option in an amount not to exceed \$37,500	\$37,500
Proposed Amendment No. 1	Increase the contract in an amount not to exceed \$32,600 for additional training	\$32,600
Remaining Extension Option		\$37,500
Total Revised Contract Amount		\$107,600

## AGENDA



Thursday, June 11, 2009

**Economic Growth & Redevelopment Services  
RECOMMENDATION FOR COUNCIL ACTION****Item No. 14**

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**Subject:** Authorize execution of a 12-month Interlocal Agreement with THE UNIVERSITY OF TEXAS, PROFESSIONAL DEVELOPMENT CENTER, Austin, TX, to develop and deliver training to small business owners in an amount not to exceed \$165,000 with two additional 12-month extension options in an amount not to exceed \$165,000 per extension, for a total agreement amount not to exceed \$495,000.

**Amount and Source of Funding:** Funding in the amount of \$55,000 for the first 4-months of the contract period is available in the Fiscal Year 2008-2009 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the remaining 8-months of the contract period and any extension option is contingent upon payment from current revenues available to the City.

**Fiscal Note:** There is no unanticipated fiscal impact. A fiscal note is not required.

**For More Information:** Rosemary Ledesma / Purchasing / Supervising Sr. Buyer / 974-2011

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Small businesses make an important contribution to Austin's economy. This agreement will contribute to the startup, retention, and growth of small businesses by providing sixty classes annually on key business topics. Topics areas address: starting a business, financial management, personnel management, marketing, and business taxes. The key performance measure established for this agreement is a 90% approval rating for all classes delivered.

To better help entrepreneurs develop their business skills, ten of the class topics have been designated as entrepreneurial core learning classes. Participants completing six of the designated classes will receive a "Small Business Success Certificate" signed by both the Professional Development Center Director and the Small Business Development Program Director.

The class topics included in this agreement may need to be altered over time to better serve customer needs. The need for new classes will be identified by the Professional Development Center's analysis of class participants' evaluations, and the findings of EGRSO's updated Small Business Needs Assessment Study that will be completed later this year. The terms of this agreement will allow staff to alter the mix of class topics as needed.

This agreement is entered into under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.



## MEMORANDUM

TO: Mayor and City Council Members  
Marc Ott, City Manager

FROM: Rosalinda Jalifi, Assistant Director   
Economic Growth and Redevelopment Services Office

DATE: June 4, 2009

SUBJECT: **Response to questions on the Interlocal Agreement with the University of Texas Professional Development Center for small business training**

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The purpose of this memorandum is to respond to questions from Council Member Shade's office concerning the referenced interlocal agreement. As you may recall, this item was originally scheduled for the May 21 Council agenda, but was postponed until June 11.

The information provided below pertains only to contracts managed by EGRSO. You will receive a subsequent memorandum from the Department of Small and Minority Business Resources that addresses contracts managed by them.

If you have any further questions regarding these responses or the agreement, please contact me at 974-7739.

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**In what ways does the City help minority chambers through the small business program?  
Do we contract with minority chambers to offer any business classes/training?**

The EGRSO Small Business Development Program focuses on assisting all small businesses in the five-county area, regardless of ethnicity, gender, or interest in doing business with the City of Austin.

EGRSO's underlying strategy for the grants to the three minority chambers of commerce is to develop their organizational capacities so they can participate in higher-level economic development activities. The activities included in the grants are designed to help the chambers grow in membership, become a greater resource for doing business in Austin, and gain experience in economic development recruiting efforts.

EGRSO has awarded \$255,000 to the 3 minority chambers as Economic Development Grants. The funding levels and scopes of work for these grants are described below.

***How did UT get the contract? Competitive process?***

This contract is being awarded through an interlocal agreement rather than a competitive process. The Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, allows a government to contract with another government without a competitive process through an interlocal agreement. However, the Purchasing Office and Legal review interlocal agreements to ensure all necessary standard contractual provisions are included, and that all specific provisions are clearly written.

EGRSO has awarded training contracts through competitive processes on three previous occasions. In all three cases, the vendor did not meet the performance criteria.

Consequently, the decision to award this contract non-competitively was made in an attempt to improve the quality of small business training. After researching the organization, meeting with their staff, and reviewing the instructors' credentials, EGRSO concluded that the UT Professional Development Center could meet expectations for the quality and consistency of training.

***Do you have a list of contracts the City offers to minority contract associations (specifically construction), minority chambers, and all others (i.e. ACC) for any business development/training?***

EGRSO has contracts with the following organizations to provide business development and training. DSMBR will provide information on contracts with the minority construction trade associations.

Organization	Service Delivered
Austin Community College*	QuickBooks® Software Business Training
Austin Community College*	Business Development Business Training
Austin Community College*	Accessing Capital Business Training

\* The interlocal agreement with the UT Professional Development Center will replace these contracts.

*How much does the City give to each one of these contract groups? And how much does the City get out of them (# of classes etc.)?*

Organization	Dollar Amount	Scope of Work	Performance Targets Met
Austin Hispanic Chamber of Commerce	\$90,300	1] Host an activity that will help existing members and help the Chamber recruit new members; 2] Develop a webpage on their existing website that provides information on their respective ethnic community to outside businesses interested in Austin; 3] Host an employment expo targeted to minority job seekers that features job opportunities with Austin's medium and large corporations; 4] Participate in economic development recruiting trips with the Greater Austin Chamber of Commerce	All grant milestones were met for FY 2008. FY2009 grant is still in progress.
Austin Asian American Chamber of Commerce	\$87,000		
Capital City African American Chamber of Commerce	\$77,700		
Austin Community College	\$49,945	Provide classes on writing a business plan, developing a marketing plan, cash flow analysis, preparing financial statements, and business taxes	Target was 99 classes to a minimum of 990 participants. The contract was completed in April 2009 and they delivered 33 classes to 386 participants.
Austin Community College	\$91,370 (2 years)	Provide classes on the commercial loan process, alternate sources of financing, debt management, and credit management	Target is 98 classes over 2 years to a minimum of 980 participants. With 3 months remaining on the contract, they have delivered 15 classes to 109 participants.
Austin Community College	\$30,350	Provide classes on QuickBooks® and the basics of small business accounting	Target is 15 classes to a minimum of 150 participants. With 4 months remaining on the contract, they have delivered 10 classes to 93 participants.

§ Funding for this item was allocated according to membership size. The other activities are funded equally.

cc: Sue Edwards, Assistant City Manager  
Rodney Gonzales, Acting Director, EGRSO

**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. 2<sup>nd</sup> 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 5<sup>th</sup> 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
<b>TOTAL AMOUNT DUE</b>	= <b>\$165,000.00</b>

\* 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 5<sup>th</sup> 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 agree 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**

<b>Getting Up and Running</b>	<b>Class Frequency</b>	<b>Class Length</b>
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
<b>Managing Money</b>	<b>Class Frequency</b>	<b>Class Length</b>
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
<b>Managing People</b>	<b>Class Frequency</b>	<b>Class Length</b>
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
<b>Marketing</b>	<b>Class Frequency</b>	<b>Class Length</b>
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
<b>Small Business Tax</b>	<b>Class Frequency</b>	<b>Class Length</b>
The Tax Man Cometh: Business Tax Obligations*	2/year	3 hours
Recordkeeping: the Foundation for Managing Your Taxes	2/year	6 hours
<b>Class Development</b>	<b>Class Frequency</b>	<b>Class Length</b>
New class – to be determined	1/year	3 hours

\*Small Business Success Certificate Program class

**AGENDA**



**Recommendation for Council Action (Purchasing)**

<b>Atsugi City Council</b>	<b>Item ID:</b>	14110	<b>Agenda Number</b>	36
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<b>Meeting Date:</b>	April 5, 2012
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<b>Department:</b>	Purchasing
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**Subject**

Authorize award and execution of a 36-month interlocal agreement with THE UNIVERSITY OF TEXAS PROFESSIONAL DEVELOPMENT CENTER (UTPDC) to develop and deliver training to small business owners in an amount not to exceed \$470,250 with two additional 12-month extension options in an amount not to exceed \$156,750 for a total agreement amount not to exceed \$783,750.

**Amount and Source of Funding**

Funding in the amount of \$52,250 is available in the Fiscal Year 2011-2012 Operating Budget of the Economic Growth and Redevelopment Services Office. Funding for the remaining 32 months of the contract period and the extension options is contingent upon available funding in future budgets.

**Fiscal Note**

There is no unanticipated fiscal impact. A fiscal note is not required.

<b>Purchasing Language:</b>	
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<b>Prior Council Action:</b>	
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<b>For More Information:</b>	Jeff Dilbert, Buyer II, 974-2651, Blake Smith, Financial Consultant, 974-7618
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<b>Boards and Commission Action:</b>	
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<b>MBE / WBE:</b>	This Interlocal Agreement is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned Business Enterprise Procurement Program). No subcontracting opportunities were identified, therefore no goals were established for this contract.
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<b>Related Items:</b>	This Interlocal Agreement is exempt from the MBE/WBE Ordinance. This exemption is in compliance with Chapter 2-9C of the City Code (Minority-Owned and Women-Owned
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Business Enterprise Procurement Program. No subcontracting opportunities were identified therefore, no goals were established for this contract.

#### Additional Backup Information

Small businesses make an important contribution to Austin's economy, and the City of Austin recognizes this importance by providing resources to help small businesses get started and grow.

Classroom training is one of many resources the City provides to small businesses, and the City's Small Business Development Program (SBDP) has provided small business training through an interlocal agreement with the University of Texas at Austin's Professional Development Center (UTPDC) since 2009. Over 9,000 training hours have been delivered to more than 2,000 participants in that time, achieving an overall satisfaction rating of approximately 93%. The current agreement expires May 31, and this Council action will renew services for an additional three years.

The agreement will provide one hundred seventy-one classes over a three-year period (fifty-seven classes annually) on key business topics. Topics areas include starting a business, financial management, personnel management, marketing, and business taxes. SBDP expects to deliver training to approximately 3,000 small business owners over the three-year period through this agreement.

Participants completing six classes will receive a "Small Business Success Certificate" signed by both the Professional Development Center Director and the EGRSO Small Business Administrator. Twenty-two small business owners have completed six or more classes and received the certificate since 2009.

*The class topics included in this agreement may need to be altered over time to better serve customer needs, and the terms will allow staff to alter the mix of class topics as needed. The need to alter the mix or add new classes will be based on the UTPDC's analysis of class participants' evaluations. New class topics may also be added to address various findings of the 2009 Small Business Needs Assessment Study.*

This agreement is entered into under the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**INTERLOCAL COOPERATION CONTRACT  
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
- Economic Growth and Redevelopment Services Office – Small Business Development Program (SBDP), Vicky Valdez, Small Business Administrator, P.O. Box 1088, Austin, TX 78767
- 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 (UTPDC), Kimberly Carella, Manager – Corporate and Government Learning Solutions, P.O. Box 7518, Austin, TX 78713-7518

**II. Statement of Services to be Performed**

**A. General Services in Support of Classroom Training:**

1. The Performing Party will provide curriculum development, instructor, course material, visual aids, LCD Projector, staff support at classes, 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 will propose new classes for development to Receiving Party as participant needs become apparent from class evaluations. Changes/substitutions to the training curriculum described in **Exhibit A** may be made administratively by the written agreement of both parties.

**B. Specific Services:**

1. The Performing Party will conduct one hundred seventy-one (171) 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, 2012 and May 31, 2015.
  - a. The maximum attendance will be forty (40) participants per class.
  - b. 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 II B 12 below.
- c. All classes will be conducted at the Entrepreneur Center, 4029 S. Capital of Texas Highway, Suite 112, Austin, TX, 78704, unless otherwise scheduled.
2. Performing Party will post classes on 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 the subscription online registration service and on use of their calendar.
  3. Performing Party will order food for the classes from local food vendors (food will be billed directly to SBDP) on the day prior to the class.
  4. 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 course 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. If an SBDP staff member is unavailable to deliver the "Class Welcome" introduction at the beginning of a class, PDC staff will play the Class Welcome video to be provided by SBDP.
    - f. Cleaning up the classroom after the class by straightening furniture and disposing of food.
  5. Performing Party must complete the following tasks prior to submitting the pay request on the 5<sup>th</sup> 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.
  6. Receiving Party will provide the Course Evaluation Summary and Student Course Evaluation forms referred to in Sections 4c and 5b3 above, along with instructions on how they should be completed.
  7. Continuing Education Units ("CEU"s) will be awarded for this training by the Performing Party (PDC) only upon participant request, and according to its standard terms for issuing credits.

8. Certificates will not be offered except in the case of the "Small Business Success Certificate Program."
9. "Small Business Success Certificate Program": Participants who complete six (6) of the classes 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 UTPDC Directors, displaying both the SBDP and PDC logos.
10. Co-branding: Training materials will display the SBDP and The University of Texas at Austin logos. UTPDC catalogs and/or flyers may be inserted in the back pocket of SBDP folders along with the class handouts for class participants.
11. Instructor Evaluation: The Performing Party (UTPDC) 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. 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.
12. 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 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.
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.

### III. Basis for Calculating Costs

One hundred seventy-one classes (171) @ \$2,750/class\* = \$470,250.00

**TOTAL AMOUNT DUE \$470,250.00**



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

If to COA: Vicky Valdez, Small Business Administrator  
EGRSO Small Business Development Program  
P.O. Box 1088  
Austin, TX 78767

**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

Performing Party:  
The University of Texas at Austin

By: \_\_\_\_\_

By: Debra Y. Stevens

Name: \_\_\_\_\_

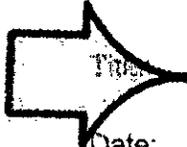
Name: Debra Y. Stevens  
Business Contracts Administrator

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 3-5-12



**EXHIBIT A – Proposed Classes**

<b>Getting Up and Running</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
Roadmap to Success: How to Write a Business Plan	6 hours	9/year	27
Financing Options for Your Business	3 hours	1/year	3
How to Get Investors for Your Business	2 hours	1/year	3
The 7 Most Important Secrets of Small Business Success	3 hours	3/year	9
Copyright and Intellectual Property Law	3 hours	1/year	3
<b>Managing Money</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
Keep Your Eye on the Ball: Make Your Cash Flow Work for You	3 hours	1/year	3
Small Business Accounting	6 hours	3/year	9
QuickBooks – Introduction	6 hours	10/year	30
QuickBooks – Intermediate	6 hours	3/year	9
<b>Managing People</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
Hire the Right Person the First Time	3 hours	1/year	3
Supervisory Excellence: Be the Boss You Always Wanted	3 hours	1/year	3
<b>Marketing</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
What is a Marketing Plan and Why Your Business Needs One	3 hours	3/year	9
Exceptional Customer Service: Keep Your Best Customers	3 hours	1/year	3
Selling to Uncle Sam: Your Need-to-Know	3 hours	1/year	3
Social Media	3 hours	3/year	9
Google: Make Sure Your Customers Can Find You!	3 hours	3/year	9
iPad for Business	3 hours	2/year	6
Create a Referral Machine and Enhance Customer Loyalty Using Online Technology	3 hours	1/year	3
High-Impact Marketing: 10 Low-Cost Strategies for Big Sales Returns	3 hours	3/year	9
<b>Small Business Tax</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
The Tax Man Cometh: Business Tax Obligations	3 hours	2/year	6
Recordkeeping: the Foundation for Managing Your Taxes	6 hours	1/year	3
<b>Class Development</b>	<b>Class Length</b>	<b>Class Frequency</b>	<b>Total Classes Held</b>
New classes – to be determined	3 hours	3/year	9