

**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 5th 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

*Includes instruction, course materials, and framed certificates that will be provided for students who complete the requirements for the "Small Business Success Certificate Program" as outlined in Section II B 9 and **Exhibit A**.

IV. Contract Amount

The total amount of this three-year Agreement shall not exceed **\$470,250.00** (four hundred seventy thousand two hundred and fifty dollars), with payment from current revenues available to the paying party.

The amount for the two one-year extension options shall not exceed **\$156,750** (one hundred fifty six thousand seven hundred and fifty dollars) per extension option for fifty-seven classes per extension option.

V. Payment of Services

Receiving Party will remit payments to Performing Party for services satisfactorily performed according to the terms in Section II of this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.

Performing party must complete all tasks outlined in Section II B 5 before Receiving Party will approve payment.

Invoices shall be sent to:

COA Small Business Development Program
Attn: Blake Smith
P.O. Box 1088
Austin, TX 78704

VI. Certifications

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

VII. Term of the Agreement

This Agreement is effective as of the later of June 1, 2012, or date fully executed by both parties ("Effective Date") and shall terminate on May 31, 2015.

At the option of the Receiving Party, the Agreement may be extended for two (2) additional one-year terms.

VIII. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the thirty (30) day period.

IX. No Assignment

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

X. Notices

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

If to 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

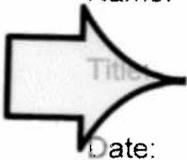


EXHIBIT A – Proposed Classes

Getting Up and Running	Class Length	Class Frequency	Total Classes Held
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
Managing Money	Class Length	Class Frequency	Total Classes Held
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
Managing People	Class Length	Class Frequency	Total Classes Held
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
Marketing	Class Length	Class Frequency	Total Classes Held
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
Small Business Tax	Class Length	Class Frequency	Total Classes Held
The Tax Man Cometh: Business Tax Obligations	3 hours	2/year	6
Recordkeeping: the Foundation for Managing Your Taxes	6 hours	1/year	3
Class Development	Class Length	Class Frequency	Total Classes Held
New classes – to be determined	3 hours	3/year	9