

RESOLUTION NO. R-2021-128

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT WITH AUSTIN COMMUNITY COLLEGE TO OFFER CONSULTING OR TRAINING COURSES AT 1302 CHESTNUT STREET, BASTROP TX ATTACHED AS EXHIBIT A; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Bastrop City Council understands the importance of workforce development; and

WHEREAS, the City of Bastrop City Council believes it is important to serve the public interest and ;

WHEREAS, the City of Bastrop understands the importance of focusing on vocational education and training, allows students to gain practical experience in their chosen career path before they even graduate.; and

WHEREAS, The City of Bastrop finds Austin Community College subject matter experts in the filed of education and workforce development can be achieved by entering into an agreement with ACC as shown in exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

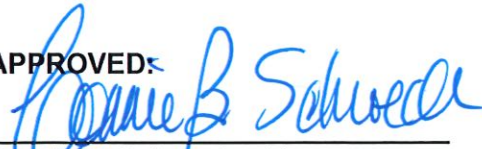
Section 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct.

Section 2. The City Manager is Authorized to execute an agreement with Austin Community College to provide consulting and training courses at 1302 Chestnut Street Bastrop, Tx.

Section 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 14th day of December, 2021.

APPROVED:



Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

**AUSTIN COMMUNITY COLLEGE DISTRICT
MEMORANDUM OF AGREEMENT**

The City of Bastrop ("City") and Austin Community College District ("ACC") enter into this Agreement to offer consulting or training courses at 1302 Chestnut Street, Bastrop, TX 78602, that being real property owned and managed by the City (the Property). The Parties agree to have ACC offer training in the fields of study identified below on the following terms:

I. Party Responsibilities

City of Bastrop Agrees To:

1. Provide at no cost to ACC classroom space at the Property as agreed upon in writing for each course by the First Party and the Second Party as stated in Exhibit A; and
2. Limit class size stated in Exhibit A.
3. Provide space at the Property for storage containers as stated in Exhibit A.

ACC Agrees To:

1. Provide instruction as stated in Exhibit A, which is in the public interest for the Bastrop community.
2. Register all students through Austin Community College.
3. Provide the City with diagram identifying the location of instructional areas and outside storage units (as necessary) at designated training locations.
4. Relocate classroom(s) as necessary to accommodate previously scheduled functions at designated training locations.
5. Provide the City with a roster of students.
6. Generally, maintain the Property utilized by ACC in a condition compatible with its state as of the Effective Date of this Agreement and not allow degradation or damage to the Property by ACC students, faculty or staff; and
7. Remove any litter from the Property attributable to ACC and its students and remove any ACC storage containers from the Property at the termination of this Agreement.

II. Term

This Agreement has an initial term of one year, commencing on the Effective Date, unless terminated earlier as described below. At the end of the initial term (and any subsequent extended terms) this Agreement may be extended by mutual agreement of the Parties, documented in a written amendment or extension in accordance with Section X below.

III. Termination

1. Either Party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other. In the event of such termination, any course in process will be completed.
2. If either Party is in default of performance of any material obligation under this Agreement, the Party that is not in default may give written notice of the default to the other Party and if the Party notified fails to correct the default within thirty (30) days or

within such period fails to satisfy the Party giving notice that the default does not exist, the Party giving notice may terminate this Agreement upon expiration of the thirty (30) day period.

3. The termination of this Agreement shall not affect any right or remedy that has accrued to either Party at the time of termination.
4. Upon termination of this Agreement (either through this section, or by expiration of the term with no extension), ACC shall deliver any keys, access badges, equipment, or other property owned by the City of Bastrop to the appropriate representative.

IV. INDEMNIFICATION

TO THE EXTENT ALLOWED BY LAW, ACC SHALL INDEMNIFY, DEFEND THE CITY (BY COUNSEL REASONABLY ACCEPTABLE TO THE CITY), AND THE CITY HOLD HARMLESS, ITS RESPECTIVE OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS, FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS SOUNDING IN LAW OR IN EQUITY, AND ANY DEMANDS, AWARDS OF MONEY DAMAGES, ATTORNEYS FEES, COSTS, JUDGEMENTS, LICENSE FEES, EXCISES, FINES, AND PENALTIES; AND FOR INJURY OR DEATH OF ANY PERSON OR DAMAGE TO ANY PROPERTY ARISING DIRECTLY OR INDIRECTLY FROM THE ACTS OR OMISSIONS OF ACC OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT WHETHER BROUGHT IN A COURT OF LAW OR EQUITY OR ADMINISTRATIVE PROCEEDING. THIS OBLIGATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT. ACC SHALL INCLUDE CLASSES OFFERED UNDER THIS AGREEMENT WITHIN ITS INSURANCE OR RISK POOL COVERAGE AND NAME THE CITY OF BASTROP AS AN ADDITIONAL INSURED.

V. Governing Law

The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with and governed by and enforced under the laws of the State of Texas, without giving effect to its conflict of laws provision. Any action brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction in Bastrop County, Texas.

VI. ACC Marks

All name, logos, and symbols of ACC ("ACC Marks") are owned by ACC. No displays or other advertising may state or imply ACC endorsement without express written permission by the Second Party. Any use of ACC marks must have prior written approval of ACC's Vice President, Communications and Marketing or designee.

All name, logos, and symbols of the City ("City Marks") are owned by the City. No displays or other advertising may state or imply City endorsement without express written permission by the

First Party. Any use of ACC marks must have prior written approval of the City Manager or designee.

VII. Notice

1. Any and all notices, demands, or other communications required or desired to be given hereunder by any Party shall be in writing and shall be validly given or made to another Party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested.
2. If such notice or demand is served personally, notice shall be deemed made at the time of such personal service.
3. If such notice, demand, or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the Party to whom such notice, demand, or other communication is to be given at the addresses listed in Exhibit A.
4. Any Party hereto may change its address for the purposes of this paragraph by written notice given in the manner provided above.

VIII. Dispute Resolution

The Parties shall attempt to resolve any controversy or claim arising from any contractual matter by non-binding mediation prior to initiating litigation. Within 30 (thirty) days of a request by either Party to proceed to mediation, the Parties will agree on a mediator and shall have scheduled the mediation for a mutually convenient date and time. In the absence of agreement to the contrary, each Party shall share equally in the costs assigned thereto. If the mediation is unsuccessful, either Party may initiate litigation in an appropriate court.

IX. Assignment

Neither Party may assign this Agreement, in whole or in part, without the prior written consent of the other Party.

X. Entire Agreement and Amendments

This Agreement supersedes all prior agreements, written or oral, between the Parties and constitutes the entire Agreement and understanding between the Parties with respect to the subject matter thereof. The Agreement and each of its provisions will be binding upon the Parties and may not be waived, modified, amended, or altered except by a written document signed by both Parties.

XI. Captions

The captions of sections and subsections in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation or construction.

XII. Force Majeure

Neither Party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character ("force majeure occurrence").

XIII. Severability

If any provision of this Agreement is held by a court of law to be illegal, invalid, or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (b) the legality, validity, and enforceability of the remaining provisions or this Agreement shall not be affected or impaired thereby.

XIV. Effective Date

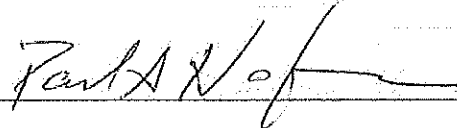
This Agreement is effective as of the last date of execution below.

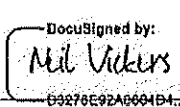
XV. Representations and Execution

By affixing their signatures below, each Party representative avers that he or she has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of each Party has been duly authorized to act for and bind that Party.

City of Bastrop
1311 Chestnut Street
P.O. Box 427
Bastrop, TX 78602

Austin Community College District
Continuing Education division
5930 Middle Fiskville Road
Austin, Texas 78752

By: 

By: 
03276E92A6604B4...

Paul A. Hoffman
Printed Name

Neil Vickers
Printed Name

City of Bastrop City Manager
Title

Executive Vice-Chancellor, Finance & Administration
Title

5/18/2022
Date Signed

4/8/2022
Date Signed

EXHIBIT A

CONTACT DETAILS

Dates, Time, Location and Duration of Services	As determined by City and ACC in a separate written document signed by First Party and Second Party
First Party: Person designated to manage and coordinate these events/services:	Rebecca Gleason Assistant City Manager for Community Engagement City of Bastrop, Texas P: 512-332-8800 E: rgleason@cityofbastrop.org
Second Party: Person designated to manage and coordinate these events/services:	Donald Tracy, Director Corporate & Community Education Austin Community College District P: 512-223-7822 E: dtracy@austincc.edu
Contract Inquiries:	Delphine Gonzalez, Director Continuing Education, Business Operations Austin Community College District P: 512-223-7773 E: dgonzal2@austincc.edu
Remittance Address:	ACC/HLC Cashier Office 6101 Highland Campus Drive, RM 2335 Austin, TX 78752 ACC Tax ID: 74-1742036

COURSE DETAILS

Classroom Instruction:

ACC shall provide instructors, textbooks, equipment and other instructional materials as determined per course. The City of Bastrop shall provide storage space for four (4) containers that will house a variety of materials required for training purposes, each of which is eight (8) feet wide by twenty (20) feet long. These containers shall be stored on-site through the duration of this agreement between the City and ACC.

Meeting Space:

City shall provide a suitable classroom space as determined per course and agreed upon by both parties through the designated contacts to manage and coordinate. Any improvements required to ensure suitable classroom space will be at the expense of ACC.

Class Limit Size:

Class limit size to be determined per course as determined by the City of Bastrop.