

**INTERLOCAL COOPERATION AGREEMENT
BY AND BETWEEN
CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY
AND
THE UNIVERSITY OF TEXAS AT AUSTIN**

This Interlocal Cooperation Agreement (this “Agreement”) is entered into by and between Capital Metropolitan Transportation Authority, a transportation authority and political subdivision of the State of Texas organized under Chapter 451 of the Texas Transportation Code (“**CapMetro**”) and The University of Texas at Austin, an agency and institution of higher education organized under the laws of the State of Texas (“**University**”). CapMetro and University are referred to in this Agreement collectively as the “Parties” and individually as a “Party”.

RECITALS:

1. WHEREAS CapMetro is responsible for Disadvantaged Business Enterprise (“DBE”) and Small Business Enterprise (“SBE”) programs designed to enhance DBE and SBE participation in federally and locally funded contracts and procurements. The intent of the DBE and SBE program is to provide full and fair opportunities for equal participation by all disadvantaged and small businesses to compete for CapMetro prime contracts and associated subcontracts.
2. WHEREAS The University, under its IC² Institute, offers a Readiness Training Program (RTP) for small businesses that include intermediate to advanced business concepts, techniques, and information aimed at business growth and in doing business with the public sector.
3. WHEREAS CapMetro will partner with the University to provide business development training services through the University’s IC² Institute’s RTP to DBEs and SBEs that may compete for CapMetro contract and procurement opportunities.
4. The Parties’ execution of this Agreement is authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

Now therefore, in consideration of mutual covenants and agreements herein, the Parties agree to the terms and conditions below as evidenced by the signatures of their respective authorized representatives.

AGREEMENT

1. **Overview.** This Agreement will assist with the education of DBEs and SBEs of CapMetro’s Supplier Diversity Program, expansion of the CapMetro’s Supplier Diversity Program, and participation of DBEs and SBEs in CapMetro contract and procurement opportunities.
2. **CapMetro understands and agrees that it is responsible for the following:**
 - a) Participate in scheduled meetings with the University’s IC² Institute.
 - b) Develop and present training on doing business with CapMetro and present at scheduled trainings under the University’s IC² Institute.
 - c) Provide a primary point of contact and back-up for CapMetro’s DEI Department.

- d) Will communicate with the University one week prior to scheduled training if unable to attend or need to be added to future scheduled trainings.
3. **University understands and agrees that it is responsible for the following:**
- a) Provide a primary point of contact and back-up for the University IC² Institute.
 - b) Include CapMetro naming as a sponsor in IC² Institute's Readiness Training Program marketing materials.
 - c) Market the University IC² Institute's Readiness Training Program to certified DBEs and SBEs.
 - d) Schedule CapMetro to provide at least 2 trainings during the term of the contract.
 - e) Allow CapMetro to reschedule or be placed on future training if unable to attend a scheduled training.
 - f) Provide CapMetro with an ongoing IC² Institute RTP training schedule.
 - g) Provide contact information of DBEs and SBEs participating in the University IC² Institute's RTP.
 - h) Target at least twenty-five firms for training presentations that include CapMetro.
 - i) Make attendance sheets with DBE and SBE contact information available to CapMetro following training provided by CapMetro.
 - j) Provide business development training to vendors aimed at business growth.
 - k) Provide assistance to vendors in seeking contract and procurement opportunities under CapMetro.
 - l) Provide assistance to vendors seeking participation in a Mentor Protégé program.

2. **Term and Termination.** The term of this Agreement (“**Term**”) will commence on October 1, 2023, (“**Effective Date**”) and will remain in effect for September 30, 2024. The Parties may extend the Term by mutually written agreement for up to one additional 12-month option renewal periods. Either Party may terminate this Agreement, in whole or part, without cause, upon thirty (30) days’ prior written notice.

4. **Financial Terms.**

- a. **Contract Amount.** The total Agreement amount that CapMetro will pay for UT Austin services will not exceed a total of **\$60,000.00**.
- b. **Invoices.** UT Austin will submit monthly invoices to CapMetro for the services provided in the preceding month. Invoices shall include UT Austin’s name, invoice number, list of specific services provided, and authorized signature verifying invoiced costs are in compliance with the contract terms. Invoices shall be sent to the below address:

Accounts Payable
Capital Metropolitan Transportation Authority
P.O. Box 6308
Austin, Texas 78762-6308

Or via e-mail to ap_invoices@capmetro.org

All undisputed invoices shall be paid within the time period allowed by law through the Texas Prompt Payment Act, Tex. Gov’t Code § 2251.021(b).

A semi-annual and annual report of vendors going through the IC2 program must be submitted on the following dates prior to issuance of payment. The reports are due on June 31, 2024 and October 31, 2024.

The semi-annual and annual will report will be inclusive of the following information and data:

- Total number of companies enrolled in the program;
- Ethnicity and gender of each company enrolled in the program;
 - African American,
 - Asian American,
 - Hispanic American,
 - Native American,
 - Women American,
 - Male,
 - Female,
- Number of trainings conducted;
- Number of companies in each training;
- Business type for each company going through the program;
- Data by Funnel One and Two; and,
 - Total number of bids submitted to and awards/sub-awards on CapMetro projects by gender and ethnicity and overall, prior to participation in the IC2 program.
 - Total number of bids submitted to and awards/sub-awards on CapMetro projects by gender and ethnicity and overall, during participation in IC2 program.
- Survey results of companies going through program.

UT will also provide a comprehensive report of UT IC2's overall program report.

5. General Terms and Conditions

- a. **Funding.** This Agreement is dependent upon the availability of funding. CapMetro's payment obligations are payable only from current funds appropriated and available for the Agreement.
- b. **Amendment.** This Agreement may be amended only in writing by an instrument signed by an authorized representative of each of the Parties. Any amendments that would constitute a substantive modification to the Agreement must be approved by the governing bodies of the Parties.
- c. **Maintenance of Records.** CapMetro and UT Austin will maintain and retain supporting fiscal documents adequate to ensure that claims for Agreement funds are in accordance with applicable State of Texas requirements. These supporting fiscal documents will be maintained and retained for a period of four (4) years from the later of: (a) termination of this Agreement, (b) submission of the final invoices, or (c) until resolution of all billing questions.
- d. **Publicity Releases.** Neither Party may issue any press release relating to this Agreement without the prior approval of the other Party.

- e. **Liability.** TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE THAT EACH PARTY IS RESPONSIBLE FOR ITS OWN PROPORTIONATE SHARE OF ANY LIABILITY FOR THE INTENTIONAL, WRONGFUL, NEGLIGENT ACTS OR OMISSIONS OF ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS ARISING OUT OF, CONNECTED WITH, OR AS A CONSEQUENCE OF ITS PERFORMANCE UNDER THIS AGREEMENT AND AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.
- f. **Force Majeure.** Except as otherwise provided, neither Party is liable for any delay in, or failure of performance, or a requirement contained in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, or the common enemy, or the result of war, riot, civil corruption, sovereign conduct, strikes, fires, explosions or other causes that are beyond the control of either Party and that by exercise or due foresight, such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome. Each Party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure.
- g. **Texas Public Information Act.** It will be the responsibility of each Party to comply with the provisions of Chapter 552, Texas Government Code (“Texas Public Information Act”) and the Attorney General Opinions issued under that statute. Neither Party is authorized to receive requests or take any action under the Texas Public Information Act on behalf of the other Party. Responses for requests for confidential information shall be handled in accordance with the provisions of the Texas Public Information Act. The provisions of this Section shall survive the termination of this Agreement.
- h. **Independent Contractor.** This Agreement will not be construed as creating an employer-employee relationship, a partnership, or a joint venture between the Parties.
- i. **Successors and Assigns.** This Agreement may not be assigned, in whole or in part, by either Party without prior written consent of the other Party. Any attempt to assign this Agreement, without the consent of the non-assigning Party, will be void. This Agreement will be binding upon and inure to the benefit of the Parties and their successors (if any).
- j. **Applicable Law.** This Agreement will be governed by and construed in accordance with the laws and constitution of the State of Texas.
- k. **Venue.** Venue for any action arising under this Agreement will be in Travis County, Texas.
- l. **Severance.** Should any one or more provisions of this Agreement be deemed invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision held to be void, voidable, or for any reason whatsoever or no force and effect, such provision will be construed as severable from the remainder of this Agreement and will not affect the validity of all provisions of this Agreement, which will remain of full force and effect.
- m. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and do not in any way affect the meaning or interpretation of this Agreement.

- n. **Notices.** All notices permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Either Party may change its address for notice by written notice to the other Party.

UT Austin: The University of Texas at Austin
Attn: The IC² Institute
2815 San Gabriel St
Austin, Texas 78705
Phone: 512-475-8900
Email: jj@ic2.utexas.edu

CapMetro: Capital Metropolitan Transportation Authority
Attn: Jacqueline Evans
Diversity, Equity, & Inclusion Department
2910 E. 5th Street
Austin, Texas 78702
(512)-389-7542:
Email: Jacqueline.evans@capmetro.org

- o. **Sovereign Immunity.** The Parties to this Agreement are governmental entities within the State of Texas and nothing in this Agreement waives or relinquishes the right of the Parties to claim any exemptions, privileges and immunities as may be provided by law.
- p. **Execution in Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had signed the same document. All counterparts will be construed together and constitute one agreement. A facsimile or other electronic transmission of a Party's signature page binds that Party with the same force and effect as if signed and delivered in original.
- q. **Entire Agreement.** This Agreement represents the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the Parties to the subject matter contained in this Agreement.

[Signatures Page Follows]

In Witness Whereof, the Parties have caused this Agreement to be executed by their undersigned, duly authorized representatives to be effective as of the Effective Date.

Capital Metropolitan Transportation Authority

By: _____
NAME
TITLE

Date: _____

The University of Texas at Austin

By: _____
NAME
TITLE

Date: _____

DRAFT