

INTERLOCAL AGREEMENT
Between the City of Austin and the University of Texas at Austin

This Agreement is made between the City of Austin (City) and the University of Texas at Austin (UT) pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act.

1. Services. UT agrees to provide the City with services necessary to conduct the governmental function of conducting a small business development needs assessment study. The services are described in and shall be provided as set forth in Exhibit A, Scope of Work, attached hereto and made a part of this Agreement.

2. Representatives. The City's Contract Manager and representative in all matters relating to this Agreement will be:

Blake Smith
Financial Consultant
EGRSO Small Business Development Program
P.O. Box 1088, Austin, TX 78767
(512) 974-7618
blake.smith@ci.austin.tx.us

UT's representative in all technical matters relating to this Agreement will be:

Veronica Inchauste
Director, Office of Survey Research
College of Communications
3001 Lake Austin Blvd., Austin, TX 78703
(512) 471-2101
survey@uts.cc.utexas.edu

UT's representative in all contract matters relating to this Agreement will be:

David Boerner
Senior Grants and Contracts Specialist
University of Texas at Austin
Office of Sponsored Projects
101 E. 27th Street, Suite 4.300, Austin, TX 78712
(512) 471-6305
dboerner@austin.utexas.edu

3. Compensation. As consideration for the performance by UT of its obligations under this Agreement, City will pay UT an amount not to exceed one hundred and twenty thousand dollars (\$120,000). UT agrees that in no event shall any provision of this Agreement be interpreted to obligate City beyond the funds approved by its City Council for this Agreement. Payment for the performance of this governmental function or service must be paid from current revenues available to the City.

4. Invoices. Invoices shall be mailed to: City of Austin, ATTN: Blake Smith, EGRSO-SBDP, P.O. Box 1088, Austin, Texas 78767. UT must provide an invoice that is dated, uniquely numbered, contains a brief description of the item(s) being billed, and contains the correct remittance address in order to receive payment. UT shall submit invoices for services based on the following milestones:

4.1 Approval of the project work plan

\$36,000

4.2 Completion of information gathering and SBDP services review	\$36,000
4.3 Approval of the Final Report	\$36,000
4.4 Completion of Presentation(s), if needed	\$12,000

Note: These milestone payments include a 15% overhead charge that UT applies to its services.

5. Payment. All payments shall be made from current revenues legally available to City. All proper invoices received by the Contract Manager will be paid within 30 (thirty) days of receipt of the invoice. The Contract Manager may withhold or set off the entire payment or part of any payment otherwise due to UT to such extent as may be necessary on account of:

- 5.1 Failure of UT to submit proper invoices with all required attachments and supporting documentation; or
- 5.2 Failure of UT to provide services as described in this Agreement, or to comply with any provision of this Agreement.

6. Term. This Agreement shall be in effect from the date signed by the last party to sign, through the date final payment is made by the City. Either party may terminate this Agreement if the other party fails to comply with a term of the Agreement. The terminating party shall notify the other party of the decision to terminate this Agreement at least 30 (thirty) calendar days before the effective date of termination. The party in default may avoid termination by correcting the default to the satisfaction of the other party prior to the effective date of termination stated in the notice.

7. Insurance. UT is self-insured with respect to Worker's Compensation Insurance (Texas Labor Code title 5, Chapter 503, Workers' Compensation Insurance for Employees of The University of Texas System). Under the law of the State of Texas, UT is unable to obtain Employer's Liability, Comprehensive General or Public Liability, and Comprehensive Automobile Insurance. In lieu of this, the Texas Tort Claims Act provides for remedies against the State for legal proceedings for claimants for personal injuries or death (Texas Civil Code Title 5, Chapter 101, Governmental Liability).

8. Ownership and Use of Deliverables. Copies of all materials, reports, or other deliverables developed under this Agreement shall be provided to the City. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.

8.1 UT owns the entire right, title, and interest, including all patents, copyrights, and other intellectual property rights, in and to all materials, inventions, discoveries, and technology developed solely by UT in performance of each Research Program under this Agreement ("UT Technology") for its non-commercial research and educational purposes.

8.2 The Parties jointly own the entire right, title and interest, including all patents, copyrights and other intellectual property rights, in and to all inventions, discoveries and technology developed jointly by UT and City in performance of this Agreement ("Joint Technology"). City is hereby granted a non-exclusive, royalty-free license to any of UT's copyrights in UT Technology subject to third party rights if any.

9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with regard to the subject matter of this Agreement. This Agreement may not be modified except as agreed by the parties in writing, nor may this Agreement be assigned. Terms and conditions which may be set forth or incorporated in any purchase order issued by City in connection with this Agreement shall not apply, except for informational billing purposes; i.e., reference to purchase order number, address for submission of invoices, or other invoicing items of a similar informational nature.

10. Notices. Notice under this Agreement shall be in writing and may be delivered by hand or by certified mail, return receipt requested. Notice by hand-delivery is deemed effective immediately; by certified mail is deemed effective three days after deposit in U.S. Post Office or in a U.S. Mail Box. Notice to a party shall be addressed as follows:

City:

Blake Smith
Financial Consultant
EGRSO Small Business Development Program
P.O. Box 1088
Austin, TX 78767

UT:

Susan Wyatt Sedwick, Ph.D.
Associate Vice President for Research
University of Texas at Austin
Office of Sponsored Projects
101 E. 27th Street, Suite 4.300
Austin, TX 78712

12. Venue. The parties agree that all disputes that arise out of this Agreement are governed by the laws of the State of Texas and that venue is proper and lies exclusively in Travis County, Texas.

13. Liability. City shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of UT or its employees, agents or students in relation to this Agreement. UT shall not be liable for any claims, damages or attorney's fees arising from any negligence or unlawful acts of the City or its employees or agents in relation to this Agreement. The City and UT acknowledge that each entity is responsible for any claims or losses, including but not limited to those related to personal injury, death or property damage, caused by the acts or omissions of that entity, its employees, students or agents, in the performance of services and activities under this Agreement to the extent authorized by law.

14. No Third Party Beneficiaries. This Agreement is not intended to create and does not create any rights in or benefits to any third party.

15. No Joint Enterprise. The relationship of City and UT under this Agreement is not and shall not be construed or interpreted to be a joint enterprise or joint venture. Neither party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party or which shall hold itself out to be binding on the other party. The parties expressly agree that each party is an independent contractor, and that each party assumes all of the rights, obligations and liabilities applicable to it as an independent contractor.

This Agreement is executed by:

University of Texas

City of Austin

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Exhibit A
Scope of Work
Small Business Development Needs Assessment Study

Background

The City's Small Business Development Program was created in February 2000 to provide development opportunities and resources to small businesses. SBDP has developed a wide array of services since its inception, and most are based on the recommendations of an initial needs assessment study that was completed in 2002.

The initial study gathered information directly from small business owners on the services and resources they need to experience productive growth. However, the information is now six years old and may be outdated. This interlocal agreement will provide updated information on the needs of small business owners, which SBDP will use to structure its services over the next five years.

Objectives

1. To determine the information, technical assistance, and training needs of small businesses
2. To review the information, technical assistance, and training that the City is currently funding
3. To identify any gaps between the small business owners' needs and the information, technical assistance, and training that are being delivered
4. To make recommendations on closing the gaps

Implementation

The small business needs assessment study will be conducted in five stages as follows:

Stage 1: Reviewing City services

1. UT will review and gain a working understanding of the SBDP's current services in order to compare them against the research findings.
2. UT's review will focus on:
 - a. The types of information, technical assistance, and training that SBDP currently provides.
 - b. The techniques, schedules, etc., used to deliver these services.

Stage 2: Planning

1. The study participants will be chosen from three specific populations that have received services from the City or have a commercial utility account with Austin Energy:
 - a. Established businesses that have been operating more than three years
 - b. Startup businesses that have been operating one to three years
 - c. Artists and Musicians that have contact with City arts programs
2. SBDP will assist by providing UT with four lists:
 - a. A list of small businesses that have used SBDP's services

- b. A list of non-key commercial utility accounts established *before* October 1, 2005, which includes small businesses
 - c. A list of non-key commercial utility accounts established *since* October 1, 2005, which includes small businesses
 - d. A list of artists and musicians that have contact with City arts programs
- 3. UT will recommend a minimum of five research strategies that can be used to gather information from participating small business owners, for SBDP's approval.
- 4. A schedule will be developed that identifies completion dates for each major task.
- 5. UT will submit a written work plan that addresses the points above for SBDP's review and approval.

Stage 3: Gathering information from small business owners

- 1. UT will gather information from small business owners using the various information gathering methods identified in the work plan.
- 2. The participating small business owners will be asked questions that identify:
 - a. The types of information, technical assistance, and training that they need to experience productive growth. The term "productive growth" means that a business owner can demonstrate an expansion in her/his business' capacity through one or more growth indicators:
 - ◆ Increase in number of employees
 - ◆ Expansion of physical facilities
 - ◆ Expansion of equipment
 - ◆ Expanded use of technology
 - ◆ Increase in bonding capacity
 - ◆ Expansion into a new or additional market
 - b. Delivery techniques, schedules, etc., that would help small business owners better access SBDP's resources.
 - c. Other types of assistance that the participants feel the City should provide.

Stage 4: Final Report

- 1. UT will provide a written final report that includes at a minimum:
 - a. A synopsis of the research findings.
 - b. The supporting details of the research findings.
 - c. A brief description of the review conducted of the information, technical assistance, and training currently provided.
 - d. A "gap analysis" that compares the research findings on small business owners' needs with the information, technical assistance, and training that are being delivered.
 - e. Recommendations on how the SBDP can narrow or close any gaps that are identified.
 - f. Findings and recommendations should be organized, as appropriate, into categories such as:
 - i. Business type (i.e. Established, Startup, Artists & Musicians)
 - ii. Any themes or trends identified
- 2. If requested, UT will prepare and deliver a presentation(s) on the research, findings, and recommendations to the City.

Progress Reports and Payments

UT will submit a progress reports with each milestone payment request, according to the schedule established in the work plan. The reports should describe significant achievements to date, next steps, and any problems that may affect the project's schedule or costs.