

RESEARCH AGREEMENT BETWEEN CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY

Contract #

This Agreement (the "Agreement") is entered into by and between the City of San Marcos, a Texas municipal corporation (the "City") and the Texas State University (the "Recipient") and is effective for all purposes as of the date of the last signature of this Agreement ("Effective Date").

I. RECITALS

1.1 Texas State University (TXST) will be conducting a research study titled, "Piloting Innovative Community Co-Creation in San Marcos, TX".

1.2 The project seeks to test whether such an intensive co-creation model, called Equity Cabinet, can work in a smaller city context focused on transportation and transit related plans.

1.3 The project will provide an opportunity to expand the voices the City has historically engaged with during transportation and transit related planning, strengthen the City's portfolio of outreach and engagement, increase the City's understanding of needs within the community, and establish another pathway for community education.

II. USE OF FUNDS

There will be no funds exchanged between the City and the Recipient as part of the research agreement.

III. CITY OBLIGATION

3.1 Participation in the research study will include staff time by aiding in the administrative and logistical capacities (for example, reserving rooms, scheduling staff presentations, and maintaining informational flow). Staff time and expertise will be utilized by providing technical and background information in the form of presentations during Equity Cabinet meetings, and attending meetings, as invited to do so, to answer questions.

3.2 The City will provide meeting space, as available, for the Equity Cabinet meetings to include subcommittee meetings throughout the duration of the research project.

3.3 The City will provide the Recipient with topics to be considered for discussion during Equity Cabinet subcommittee meetings.

3.4 The City will receive the equity framework and feedback provided by the Equity Cabinet for consideration in defining scope of work, design framework, and timing of future transportation and transit related plans, as well as within broader community engagement and equity strategies.

IV. RECIPIENT OBLIGATION

4.1 Recipient will conduct research project in accordance with project methodology as outlined by researcher in Research Enhancement Program proposal to include recruitment, members interviews, and the coordination, facilitation, and execution of Equity Cabinet meetings.

4.2 Recipient will share findings from the participant interviews and the Equity Cabinet approved Equity Framework by the end of January 2025, the project period end date.

4.3 Payments and food provided to participants of the Equity Cabinet will be on behalf of the Recipient.

V. COMPLIANCE WITH LAWS

Recipient shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

VI. INDEPENDENT CONTRACTOR AND INDEMNITY

As allowed by the laws, regulations and constitution of the state of Texas, it is expressly understood and agreed that the Recipient agrees to hold the City harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with this Agreement.

VII. NON-DISCRIMINATION

The Recipient assures that no person shall be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this Agreement on the basis of race, color, religion, sex, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances. The Recipient will not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, or other classification subject to protection under applicable laws and ordinances.

VII. DEFAULT AND TERMINATION

Upon providing at least 30 days written notice to the other party, either party may terminate this Agreement for failure of the other party to perform its obligations hereunder and may pursue any remedies for breach of contract available at law or in equity, including recovery of reasonable court costs and attorney fees.

VIII. MISCELLANEOUS

8.1 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Recipient and supersedes all prior negotiations, representations, or arguments either written or oral.

8.2 Lawful Authority. The execution and performance of this Agreement by the City and the Recipient have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and the Recipient in accordance with its terms.

8.3 Amendments. No amendment, modification or alteration of the terms hereof shall be binding unless the same shall be in writing and dated subsequent to the date hereof and approved by San Marcos City Council

8.4 Conflict of Interest. The Recipient affirms that it has not made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise to any person or their immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Recipient for receipt of the funds provided by the City under this Agreement.

8.5 Each party shall have the right to publish and disseminate information derived from the performance of work under this Agreement. Qualification for authorship shall be in keeping with generally accepted criteria.

8.6 Severability. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

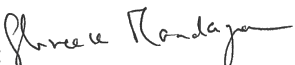
8.7 Venue. Venue for any disputes arising under this Agreement shall be in the court having appropriate jurisdiction in Hays County, Texas, or, if in federal court, the United States District Court for the Western District of Texas, Austin Division.

8.8 No Waiver. No waiver by the City of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

8.9 Public Information Act. The City is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. This Agreement and all written information, including books and records of the Recipient, to the extent permitted by law, related to the expenditure of the City's funds to the Recipient hereunder may be subject to release under this Act, and the Recipient agrees to cooperate with the City in providing such information to the City if responsive to a request for information under said Act.

EXECUTED to be effective as of the Effective Date first stated above.

TEXAS STATE UNIVERSITY

By: 

Name: Dr. Shreekanth Mandayam

Title: Vice President for Research

Date: Jun 25, 2024

CITY OF SAN MARCOS:

By: _____

Name: _____

Title: _____

Date: _____