

MEMORANDUM OF UNDERSTANDING (MOU) PARTNERSHIP LIAISON PROGRAM Between VIA METROPOLITAN TRANSIT (VIA) and ADVANCED TRANSPORTATION DISTRICT (ATD) and MAESTRO ENTREPRENEUR CENTER (MEC)

OVERVIEW

VIA and the ATD (collectively "VIA") have a strong desire to award contracts to ready, willing and able Disadvantaged Business Enterprises (DBE) and Small Business Enterprises (SBE). On April 27, 2012, the Board of Trustees approved a Small Business Enterprise initiative that seeks to support business and economic opportunities. It is the goal of the agency to the extent possible to ensure that DBEs and SBEs have the maximum opportunity to compete for contracts in the areas of architecture, engineering, construction, facilities & maintenance, and goods & services.

This MOU reflects VIA's commitment to creating business opportunities. This partnership is intended to broaden VIA's outreach efforts and help prepare DBEs and SBEs with the knowledge and understanding necessary to compete for VIA contracts.

This MOU replaces and supersedes all previous MOU's between the Parties.

- 1.1 This MOU will be in place for twelve (12) months commencing on April 1, 2020 and terminating no later than March 31, 2021. By mutual agreement, the Parties hereto may extend this MOU for up to one additional year.
- 1.2 Other provisions of this MOU notwithstanding, either Party may terminate this MOU without cause at any time by providing ten (10) business days written notice to the other Party.

PURPOSE: JOINT INITIATIVES

2.1 Business Opportunity Initiatives

- VIA and the MEC will jointly implement training sessions, one during the construction conference and one in the 12-Weeks cohort program —e.g., Bidding and Estimating, Contract Management, Marketing, Bonding and Insurance or other technical assistance that is needed for the participants.
- VIA and the MEC will jointly implement networking activities to foster working relationships between
 partnering agencies and community organizations within the small business community.
 VIA will be included in the buyer/supplier opportunity both in the construction conference and the 12weeks cohort program. VIA will help us identify the businesses' needs so they can be addressed.

2.2 Other Joint Considerations

- VIA and the MEC agree to leverage relationships, and support mutually productive future programs and activities of VIA and the MEC.
- Joint communication, advertisements and promotion of initiatives that are part of this MOU, as hereinafter provided:
 - Posting of events on various social media platforms including the MEC Newsletter at least 30 days prior to event, but no less than 14 days.
 - Strategically targeting & tracking participants for initiatives from within the organization's resources.

2.3 Budget/Cost Estimate for Exchange of Services

EVENTS/ACTIVITY:

Proposed workshops on: Business Development assessment; Technical Assistance; Informal VIA contract opportunities.

COST:

Not to exceed \$7,500.00

MOU COMMITMENT:

VIA

- Monetary, and co-creation of initiatives enhancing potential for future successful contracting awards for SBE & DBE vendors.
- Provide material content, plan & execute classes.
- · Support promotion of initiatives assist with logistics if requested.

MEC

- Planning, implementation and logistical support by MEC staff
- Responsible for the active weekly promotion of upcoming events.
- · Provide location & refreshments for workshops and networking.
- Co-creation of initiatives enhancing potential for future successful contracting awards for SBE & DBE vendors.

MISCELLANEOUS

- 3.1 The parties mutually understand the need for coordination and under certain circumstances prior approval by their respective governing boards of activities and initiatives.
- 3.2 The parties mutually agree to consult each other by and through the Group regarding any amendments or issues to be addressed. This MOU, including any extensions under Section 1.01, may only be modified by written mutual consent.
- 3.3 The signatories of this MOU further represent that they have the authority to sign this MOU and to the extent necessary bind their respective Party.
- 3.4 All notices, invoices, statements and reports 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 address provided below in the signature block.

EXECUTED ON THIS 3 DAY OF April . 2020

VIA METROPOLITAN TRANSIT:

ADVANCED TRANSPORTATION DISTRICT:

Seffrey C. Arndt, President/CEO

123 N. Medina

San Antonio, TX 78207

Serrey C. Arndt, President/CEO

MAESTRO ENTREPRENEUR CENTER:

Mariangela Zavala, Interim Director

1811 S. Laredo Street San Antonio, TX 78207