

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF TEXAS RIO GRANDE VALLEY SMALL BUSINESS DEVELOPMENT CENTER AND THE COUNTY OF HIDALGO

This Interlocal Cooperation Agreement (AGREEMENT) is made on this the _____ day of _____, 2017 by and between the University of Texas Rio Grande Valley, (“UTRGV”), by and through its Small Business Development Center (“SBDC”), and the County of Hidalgo (“HIDALGO COUNTY”), collectively referred to as the “Parties” pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Govt. Code 791.001 et seq., (“Act) as follows.

WITNESSETH:

Whereas, HIDALGO COUNTY is a local government as defined by the Act and a political subdivision of the State of Texas; and

Whereas, UTRGV is a political subdivision under Chapter 79 of the Education Code, a State Agency and institution of higher education as defined by Texas Education Code Section 61.003(8), and a component institution of The University of Texas System with a campus in the County of Hidalgo, Texas; and

Whereas, UTRGV provides services to increase the business activity of South Texas through its Small Business Development Center, funded in part by the US Small Business Administration; and

Whereas, HIDALGO COUNTY has established the “Hidalgo County Enterprise Program” under the authority of Texas Local Government Code Chapter 381.004 for the purpose of stimulating business and commerce activity in the County; and

Whereas, HIDALGO COUNTY seeks to partner with UTRGV-SBDC in assisting economically disadvantaged business entrepreneurs within smaller communities of the County of Hidalgo to develop new ideas and promote growth in new or existing business.

Whereas, UTRGV and HIDALGO COUNTY are authorized to enter into this Agreement pursuant to the Act, authorizing local governments to cooperate with political subdivisions to perform governmental functions and services under the terms of the Act;

Now therefore, in consideration of the mutual promises contained herein, in order to establish a partnership in areas of benefit to both entities, the Parties agree to collaborate for the provisions of the services through this AGREEMENT as follows.

I.

The purpose of this AGREEMENT between HIDALGO COUNTY and UTRGV-SBDC is as follows:

- To promote business-training and advising services to improve the success of local businesses in the Rio Grande Valley, and
- To increase awareness of resources available to business owners in the Rio Grande Valley.

II.

To achieve these goals, HIDALGO COUNTY and UTRGV-SBDC, insofar as the means of each allow, will:

- Organize workshops and/or conferences and related planning meetings on business development issues. UTRGV-SBDC will be the lead entity in SBDC related workshops.
- Share relevant information pertaining to business development, i.e., access to financing, international trade, and other technical assistance.

III.

Each entity shall designate a coordinator to oversee and facilitate the implementation of this MOU.

For UTRGV-SBDC: Maria D. Juarez, Executive Director – BD / SBDC; 1201 West University Drive, CESS 1.200, Edinburg, Texas, 78539; Phone: (956) 665-7538; maria.juarez@utrgv.edu.

For HIDALGO COUNTY: Ramon Garcia, County Judge, County of Hidalgo; 100 E. Cano, Edinburg, Texas, 78539; Phone: (956) 382-2600; C/O Michael.leo@co.hidalgo.tx.us

The coordinators, working with other appropriate administrators at the respective entities, shall have the following responsibilities:

- To act as principal contacts for individual and group activities and to plan and coordinate all activities within the respective entity as well as with the partner entity;
- To distribute to the other entity information about the available workshops or conferences and other resources of his/her entity; and

- To meet periodically to review and evaluate past activities and to work out new ideas for future partnerships.

IV.

THIS AGREEMENT IS NOT A CONTRACT. THIS AGREEMENT SERVES ONLY AS A STATEMENT OF THE GENERAL INTENTION OF THE PARTIES AND IS NOT INTENDED TO BE LEGALLY BINDING NOR INTENDED TO BE CONSTRUED AS AN AGREEMENT ON ANY MATTERS MENTIONED. NO ORAL AGREEMENT OR CONDUCT OF THE PARTIES (INCLUDING PARTIAL PERFORMANCE) IN RESPECT OF MATTERS STATED IN THIS AGREEMENT SHALL BE DEEMED TO IMPOSE ANY OBLIGATION OR LIABILITY ON EITHER PARTY.

THIS AGREEMENT IS NOT INTENDED TO CONSTITUTE, CREATE, GIVE EFFECT TO, OR OTHERWISE FORM A JOINT VENTURE, OR OTHER BUSINESS ENTITY OF ANY KIND. NEITHER PARTY SHALL ACT AS AN AGENT FOR, OR PARTNER OF, THE OTHER PARTY. THERE ARE NEITHER ANY RIGHTS NOR OBLIGATIONS OF THE PARTIES ESTABLISHED UNDER THIS AGREEMENT.

V.

Although the intention of this AGREEMENT is to discuss and negotiate issues with respect to a partnership between the Parties for a specific purpose as stated in Part I above, the relationship is non-exclusive, and the Parties shall have the ability to form similar or different partnerships with other companies or entities of their choice.

VI.

All publications resulting from the partnership between the two entities must give recognition to this AGREEMENT. Likewise, this AGREEMENT must also be mentioned in all workshops or conferences that result from collaboration under the terms hereof.

Should any collaboration result in any potential for intellectual property, the Parties will immediately meet through designated representatives and seek an equitable and fair understanding as to ownership and other property interests that may arise. Any such discussions will at all times strive to preserve a harmonious and continuing relationship between the Parties.

VII.

This AGREEMENT will be identified as the parent document of any program agreement executed between the parties. No modification, alteration or amendment of this AGREEMENT will be effective unless in writing and signed by the Parties.

Further agreements concerning any program will provide details concerning the specific commitments made by each party and will not become effective until they have been put down in writing and executed by the duly authorized representatives of the

Parties. The scope of the activities under this AGREEMENT will be determined by the funds regularly available at both entities for the types of collaboration undertaken and by financial assistance as may be obtained by either entity from external sources.

VIII.

The Parties intend to discuss with each other press releases in connection with this AGREEMENT prior to publication of any press release.

IX.

The Parties understand that they are proceeding at their own risk, and they understand that costs regarding the subject matter under this AGREEMENT are to be paid for by the Party who incurs the cost. Nothing contained in this AGREEMENT is to be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Neither Party will be liable to the other for any costs, expenses, risks, or liabilities arising out of the other Parties efforts in connection with this AGREEMENT.

The UTRGV agrees that the other party in this AGREEMENT can charge a nominal, cost-recovery fee from participants in co-hosted training workshops and retain the funds, to cover incurred costs that include, but are not limited to, food and printing. In any event where a fee above cost-recovery is to be collected, the partners will determine equitable distribution and sign a separate agreement to the effect.

X.

Upon approval by each entity, this AGREEMENT will remain in effect through September 30, 2018, unless terminated earlier by either entity. Such termination by one entity will be effected by giving the other entity at least thirty (30) days' advance written notice of its intention to terminate. Termination will be without penalty. If this AGREEMENT is terminated, neither HIDALGO COUNTY nor UTRGV-SBDC will be liable to the other for any monetary or other losses that may result.

Notwithstanding the above, the period of this AGREEMENT will, if necessary, be extended with consent in writing from the Parties.

XI.

The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this AGREEMENT.

XII.

The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV

and/or HIDALGO COUNTY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

XIII.

The Parties will comply with applicable federal, state and local laws, ordinances, rules and regulations in the performance of this AGREEMENT including applicable, confidentiality and safety regulations, and all applicable requirements of any accreditation authority and to certify such compliance upon request.

VI.

This AGREEMENT is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor HIDALGO COUNTY waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

EXECUTED by HIDALGO COUNTY and UTRGV-SBDC in duplicate copies, each of which will be deemed an original.

COUNTY OF HIDALGO, TEXAS

**THE UNIVERSITY OF TEXAS RIO
GRANDE VALLEY, SMALL BUSINESS
DEVELOPMENT CENTER**

By: _____
(Signature)

By: _____
(Signature)

Name: Ramon Garcia
Title: Hidalgo County Judge

Name: Maria D. Juarez
Title: BD / SBDC Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:
Office of Criminal District Attorney
Ricardo Rodriguez, Jr.

By: _____
Victor M. Garza, Assistant District Attorney