

MEMORANDUM OF UNDERSTANDING

Project Vida

And

Town of Horizon City Type 4B Economic Development Corporation (“Horizon City EDC”)

Project Vida (PROJECT VIDA) is a non-profit regional entity committed to addressing their target community’s need for education, healthcare, affordable housing, gang prevention, homelessness, and the needs of small business owners, by building affordable low-income rental housing; building clinics and providing high quality, low cost healthcare; creating a homelessness prevention and recovery program; developing a best practice, curriculum-based early childhood education program; offering dynamic after-school enrichment; and providing microenterprise technical assistance and support. These services are tied to their mission of identifying a comprehensive vision of the community for its future and developing community-based structures and programs to implement that vision considering the needs and direction of the wider society.

The following Memorandum of Understanding (“MOU”) indicates a voluntary agreement and sets forth the terms of the agreement between PROJECT VIDA and Horizon City EDC regarding the small business services administered by PROJECT VIDA. This MOU outlines the responsibilities and commitments of the parties to serve PROJECT VIDA during the term of this MOU.

Purpose of MOU

It is the purpose of this MOU to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties as they relate to the workforce services provided to Horizon City EDC.

Duration of MOU

The MOU will commence on May 1, 2024, and terminate on May 1, 2026, for a two (2) year term, upon satisfactory performance, need, and unless the MOU is canceled by the parties in accordance with the terms set forth herein. This MOU supersedes all previously signed MOUs for the Horizon City EDC.

Program Description

The purpose of the MOU is to provide services under PROJECT VIDA programs in collaboration with the Horizon City EDC. The Horizon City EDC is bringing cutting-edge investment for businesses and quality-of-life improvements. The Horizon City EDC is creating jobs, stimulating capital investment, and boosting quality of life through its economic development efforts. The nonprofit corporation is Horizon City's strongest financial tool for businesses to bring innovative investment to the border's supercharged multi-state, bi-national economy.

General Provisions

It is understood by the parties that each shall fulfill its responsibilities under this MOU in accordance with the provisions of laws and regulations governing their activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this MOU consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict and/or termination of this MOU.

Responsibilities of the Parties under the MOU

PROJECT VIDA shall:

- Provide appropriate services for local enterprises in the Horizon City area.
- Help to create business plans with a clear description of future goals and a strategy for each business.
- Commit to three (3) networking events with other microenterprise owners on different topics such as accounting, marketing, and many other business-related topics.
- Coordinate a "Vida Market" business fair. Events may be scheduled outside of regular business hours.
- Help business owners with preparation for, and access to, loans through partnerships with micro-lending organizations, credit unions, and banks.
- Provide in-person staff to deliver business technical assistance during regular HEDC office hours, at a minimum of two (2) days per week.
- Provide in-person support services in conjunction with the HEDC's Business Retention and Expansion program.

Horizon City EDC shall:

- Provide office space for PROJECT VIDA staff to meet with residents and businesses needing services.
- Provide meeting room space for hosting PROJECT VIDA workshops, interview rooms, and events.
- Provide referrals to PROJECT VIDA for potential participants that PROJECT VIDA can serve through its various
- programs and services.
- Establish communication with PROJECT VIDA staff regarding Horizon City EDC logistics, and facilities.
- Constant communication with PROJECT VIDA staff on possible partnership and collaborations opportunities.
- Share contact information for potential employers and community referrals.

Both Parties Shall:

Comply with Title VI of the Civil Rights Act of 1964 (PL 88.352), which prohibits discrimination based on race, color, or national origin in programs and activities that receive federal financial assistance.

Comply with Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. 794), which prohibits discrimination based on disability in programs and activities, public and private, that receive federal financial assistance.

Comply with the requirements of the Americans with Disabilities Act of 1990, PL 101-336, 101 Congress, 2nd Session, 104 Stat. 317 (July 26, 1990).

Comply with the requirements of the Texas Revised Civil Statute 44196b-4, Sections 5.03-5.04, which outlines the workplace and confidentiality guidelines regarding AIDS and HIV.

Allocation of Costs

Except as provided herein, each party shall assume full responsibility for their respective costs associated with their performance of the terms of this MOU.

Insurance Requirement

Not applicable.

Modification, Consensus, and Assignment

This MOU may be amended at any time in writing by mutual consent of all parties. Any such modification, amendment, or change of this MOU must be signed by each party to be binding or accomplished as set forth in the Modification and Consensus Process below. The MOU may be canceled by a party upon thirty (30) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this MOU). If cancellation is for cause, it may be canceled upon delivery of written notice to the other party.

Modification and Consensus Process.

When a Partner wishes to modify the MOU, the Partner must first provide written notification to all signatories of the existing MOU and outline the proposed modification(s). Upon notification, PROJECT VIDA must ensure that discussions and negotiations related to the proposed modification take place with Partners in a timely manner and as appropriate. Depending upon the type of modification, this can be accomplished through email communications between all the Parties. If the proposed modification is extensive and is met with opposition, PROJECT VIDA may need to call a meeting of the Parties to resolve the issue. Upon agreement of all Parties, a modification will be processed. If the modification involves the substitution of a party that will not impact any of the terms of the MOU, it can be accomplished by the original party and the new party entering an MOU that includes PROJECT VIDA, wherein the new party assumes all the rights and obligations of the original party. Upon execution, PROJECT VIDA presents the MOU as a proposed modification to the MOU, and the remaining steps are followed. If determined that a Partner is unwilling to agree to the MOU modification, PROJECT VIDA must ensure that the process in the Dispute Resolution section is followed.

Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of all other Parties.

Dispute Resolution. All Parties are advised to actively participate in Local negotiations in a good-faith effort to reach an agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the dispute resolution process must be formally initiated by the petitioner seeking resolution.

Process

The petitioner must send a notification to the PROJECT VIDA and all Parties to the MOU regarding the conflict within 108 business days. PROJECT VIDA shall place the dispute on the agenda of a special meeting of PROJECT VIDA's leadership board. That board shall attempt to mediate and resolve the dispute. Disputes shall be resolved by a 2/3 majority consent of the Executive Committee members present. The decision of the Executive Committee shall be final and binding unless such a decision is in contradiction of applicable State and Federal laws or regulations governing the Partner agencies. The right of appeal no longer exists when a decision is final. Additionally, final decisions will not be precedent-setting or binding on future conflict resolutions unless they are officially stated in this procedure. The Executive Committee must provide a written response and dated summary of the proposed resolution to all Parties to the MOU. PROJECT VIDA will contact the petitioner and the appropriate Parties to verify that all agree with the proposed resolution.

Contact Representatives

Each agency shall appoint a contact person to serve as the agency's point of contact. These shall communicate as needed to ensure the success of this joint venture. The following are the individuals designated as representatives for each agency.

Project Vida

Contact Person: Paloma Medina
Title: Economic Development Supervisor
Address: 3607 Rivera Avenue
El Paso, TX 79905
Telephone: (915) 465-1191
E-mail: p.median@pvida.net

Town of Horizon City Type 4B Economic Development Corporation (Horizon City EDC)

Contact Person: Eddie Garcia
Title: Executive Director
Address: 287 S. Darrington Road, Suite 1
Horizon City, TX 79928
Telephone: 915-238-4566
E-mail: egarcia@horizedc.com

Authorized Signatures

It is expressly acknowledged by the Parties hereto that this MOU is not intended to grant control or right of control over any of the party's professional judgments or actions outside of this MOU. Nothing in this MOU shall be construed to create an employer/employee relationship or to allow any party to this MOU the right to exercise control or direction over the manner or method by which the other parties provide the services that are not made part of this MOU.

AGREED TO AND APPROVED BY:

Partner: **Town of Horizon City Type 4B Economic Development Corporation**

By: _____ (Signature)

Printed Name: Eduardo Garcia

Its: Executive Director

Date: _____

AGREED TO AND APPROVED BY

Partner: **PROJECT VIDA**

By: _____ (Signature)

Printed Name: Bill Schlesinger

Its: Co-Director

Date: _____