

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

CITY CLERK DEPT
2019 JAN 30 PM5:03

DEPARTMENT: Economic and International Development Department
AGENDA DATE: CCA Regular February 5th, 2019
CONTACT PERSON/PH. No.: Jessica Herrera, Director 915-212-1624
DISTRICT(S) AFFECTED: All Districts

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

That the City Manager be authorized to sign a Memorandum of Understanding by and between the City of El Paso and the Small Business Development Center in connection with an agreement between the parties to cooperate and collaborate to improve the local business support system for minority or disadvantaged entrepreneurs and business owners.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The City and the Small Business Development Center will enter into a Memorandum of Understanding to formalize the ongoing partnership regarding the City Accelerator project. The goal of this partnership is to centralize the resources available for minority small business owners and entrepreneurs.

The City Accelerator, an initiative of Living Cities funded by the Citi Foundation, aims to help speed the adoption of leading local government innovations. Over the years, the Accelerator has engaged with city cohorts over 12-18 months to advance innovative efforts that improve the lives of low-income people and help cities run more effectively.

The City of El Paso was awarded \$100,000 in grant funding to enhance economic and educational opportunities for the public via local resource partners, multiple City of El Paso Departments, and The El Paso Public Library System – which is another support pillar within the business ecosystem and for minorities. The project aims to remove barriers of access to important resources such as capital, contracts, markets, and strategic business consulting services.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

N/A

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

For 
DEPARTMENT HEAD: _____

RESOLUTION

WHEREAS, the City of El Paso was awarded a grant from “City Accelerator,” an initiative of the philanthropic organization, “Living Cities”; and

WHEREAS, the purpose of the grant is to improve the local business support system for minority or disadvantaged entrepreneurs and business owners; and

WHEREAS, the City understands that the success of a local business support system requires cooperation and collaboration between multiple community organizations; and

WHEREAS, the City wishes to cooperate and collaborate with the Small Business Development Center, as well as other organizations, to build a strong local business support system; and

WHEREAS, the Small Business Development Center wishes to participate with the City in the collaborative “City Accelerator” Program;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Understanding by and between the City of El Paso and the Small Business Development in connection with an agreement between the parties to cooperate and collaborate to improve the local business support system for minority or disadvantaged entrepreneurs and business owners.

APPROVED this ____ day of _____ 2019.


CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic and International Development

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF EL PASO AND SMALL BUSINESS DEVELOPMENT
CENTER**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the CITY OF EL PASO, a home rule municipal corporation (the “City”), and the SMALL BUSINESS DEVELOPMENT CENTER, a Texas non-profit management and technical assistance program (collectively, the “Parties”):

WHEREAS, the Economic and International Development Department (the “Economic Development Department” or the “Department”) is a department of the City;

WHEREAS, the Department has received a grant from Living Cities’ Accelerator Program to be used to improve local business support system for minority or disadvantaged entrepreneurs and business owners;

WHEREAS, the City wishes to partner with other local entities, including the Small Business Development Center, to achieve the goals of the Living Cities’ Accelerator Program;

WHEREAS, the Small Business Development Center wishes to partner with the City and other local entities to achieve the goals of the Living Cities’ Accelerator Program.

NOW, THEREFORE, the City and the Small Business Development Center agree as follows:

1. **Parties.** This MOU is entered into by and between the City and the Small Business Development Center. The Parties understand and recognize that the City will be entering into agreements substantially similar to this MOU with other partnering organizations to achieve the goals of the Living Cities’ Accelerator Program. However, the Small Business Development Center shall not assume any responsibilities or liabilities to any third party or other partnering organizations as a result of such agreements. The Small Business Development Center’s responsibilities and liabilities are limited to those provided herein.

2. **Purpose.** The purpose of this MOU is to establish the Parties’ responsibilities in regards to collaborating and achieving the goals of the Living Cities’ City Accelerator Program.

3. **Term of MOU.** The effective date of this MOU is the date of the signature last affixed to this MOU. The MOU shall remain in full force and effect for 12 months or until the final project report is submitted to Living Cities, whichever date occurs first. This MOU may be terminated, without cause, by either party upon a 30-day written notice, which notice shall be delivered by hand or by certified mail to the address listed below.

4. **Responsibilities of City.** In connection with this MOU, the City will:

- Share information about organization’s services to individuals requesting business or entrepreneurial assistance.
- Maintain and protect the confidentiality of information as required by law that may be shared by the Small Business Development Center, including any small business/entrepreneur or worker/participant information that the City may receive in its role under this MOU.

5. **Responsibilities of Small Business Development Center.** In connection with this MOU, the Small Business Development Center will provide:

- Support in contacting membership base of small businesses or entrepreneurs to share contact information, revenue information, employee information, and other information pertinent to the City Accelerator project.
- Business assistance to individuals referred to the Small Business Development Center through the City Accelerator project.
- Periodic status reports of data gathered from referrals to the City of El Paso Economic Development Department.
- List of services offered to small businesses.
- Support in marketing the City Accelerator project to its network partners and small businesses/entrepreneurs.

Partner will be an active participant in the Living Cities City Accelerator project in El Paso, Texas aimed at improving local job growth for minority and disadvantaged small business owners and entrepreneurs in all employment and business sectors.

6. **Notices.**

With respect to any notice required, permitted, or with respect to this MOU, such notice shall be deemed received three (3) days after deposit of such notice in the United States Certified Mail, return receipt requested, postage pre-paid, addressed to the proper party at:

CITY: City of El Paso
Economic Development Department
123 W. Mills Ave. Suite 111
El Paso, Texas 79901

APPLICANT: Small Business Development Center
9050 Viscount Blvd, Bldg B
El Paso, TX 79925

7. **General Provisions**

A. Amendments. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by both Parties.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties.

C. Entirety of Agreement. This MOU, represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action in regards to this MOU.

G. No Joint Enterprise. This Agreement does not create any joint enterprise between the Parties.

H. Independent Contractors. The City and the Small Business Development Center are independent legal entities. Nothing in this Agreement creates the relationship of employer and employee, principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither the City nor the Small Business Development Center nor any of their respective agents or employees has control or the right to control the activities of the other Party in carrying out the terms of this Agreement. Both Parties agree that neither Party has, nor will attempt to assert, authority to make commitments for or to bind the other Party to any obligation other than the obligations described in this Agreement.

(Signatures on following pages.)

IN WITNESS WHEREOF, the Parties have executed this MOU on this ____ day of _____, 2019.


CITY OF EL PASO:

Tomás González
City Manager

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Jessica Herrera, Director
Economic & International Development

(Signatures continue on next page.)

SMALL BUSINESS DEVELOPMENT

CENTER:

By: Rubén Gallardo 12/17/18
Ruben Gallardo
El Paso County Community College District

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 17th day of December, 2018,
by Ruben Gallardo, Director of Purchasing & Contract Management on behalf of the Small
Business Development Center.

Pamela L. Payne
Notary Public, State of Texas

My Commission Expires:
January 21, 2021

