

MEMORANDUM OF UNDERSTANDING

BETWEEN the City of Mission AND University of Texas Rio Grande Valley

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Mission, whose address is 1201 E. 8th Street, Mission, Texas, and the University of Texas Rio Grande Valley (UTRGV), whose address is 1201 W University Dr, Edinburg, Texas.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which the City of Mission and UTRGV will collaborate and support each organization’s mission.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than one year. This MOU may be terminated, without cause, by either party upon 30 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of City of Mission.** As a government organization, the City of Mission will serve as a partner of UTRGV. The City of Mission will serve as the project manager while facilitating the reception of charitable gifts or grant awards aligned with economic prosperity stated purpose to provide educational and other programs to benefit the residents of the City of Mission. The City of Mission will receive charitable gifts and grant awards while holding responsibility of managing those funds in accordance with donors’ or funders’ interests or expectations.

5. **Responsibilities of UTRGV.** UTRGV will serve as the operational partner for implementation of services, work, or deliverables associated with any charitable gifts or grant awards received by the City of Mission. UTRGV staff will assist the City of Mission in delivering the services in accordance to the funder’s expectations of work associated with those funds. UTRGV will provide programmatic reports on the use of those funds to the leadership at the City of Mission.

6. **General Provisions**

A. **Amendments.** Either party may request changes to this MOU. 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 all parties to this MOU.

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, and the venue shall be the State District Courts of Hidalgo County, Texas.

D. Entirety of Agreement. This MOU, consisting of three (3) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. UTRGV, the City of Mission and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. 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 to this MOU 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 for the breach of this MOU.

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7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

City of Mission

Randy Perez, City Manager
City of Mission

Date

The University of Texas Rio Grande Valley

Dr. Lance Nail, Dean
UTRGV

Date