

Memorandum of Understanding for the Texas Work-Study Program
Between
Laredo Community College
and
Webb County

This Memorandum of Understanding ("MOU") is hereby entered into by and between Laredo Community College, a member of The Laredo Community College System, an agency of the State of Texas (hereinafter called "Community College"), acting by and through its President, and Webb County, administrative agency of the State of Texas (hereinafter called "County").

PREAMBLE

WHEREAS, Webb County seeks the services of work-study employees from Laredo Community College; and

WHEREAS, Laredo Community College wishes to work collaboratively in preparing and providing work-study employees to the Webb County office(s) full paid under the Texas Work-study Funding

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

STATEMENT OF GENERAL DUTIES AND OBLIGATION

Community College RESPONSIBILITIES

- A. Community College will provide full funding paid for the student employee under the Texas Work-study Program.*
- B. Community College will allow five work-study positions to work at the Webb County.*
- C. Community College will be responsible for monitoring the earned wages at the end of every month.*
- D. Community College will assign five student employees to the Webb County.*
- E. Community College will allow student employees work fifteen hours per week.*

Webb County RESPONSIBILITIES

- A. Webb County agrees to supervise the work assigned to student employees*
- B. Webb County will be responsible to submit a timesheet for each student employee at the end of every month.*
- C. Webb County will be responsible to monitor that student employee's work only fifteen hours per week.*

- D. Webb County will not require the student employees to work during scheduled class and/or examination times*
- E. Webb County will notify the Laredo Community College Student Financial Aid & Veterans Affairs Services Center Coordinator immediately if the student employee performance is not satisfactory or is not reporting for work as scheduled*

PAYMENT

Laredo Community College will provide full payment to the student employees working at the Webb County:

INDEMNIFICATION

To the extent authorized by law, in consideration of the performance by all parties of this agreement, each party does hereby agree to indemnify and hold harmless all agents, servants, and employees of the other parties from and against any and all claims and liabilities from any acts or omissions of the other parties, their agents, servants, or employees in the performance of this agreement, except that no party shall indemnify the others for claims or liabilities arising solely from the negligence, act, or omission of the other parties.

AMENDMENT

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by an authorized representative of the parties hereto.

TERM, RENEWAL, AND TERMINATION OF AGREEMENT

This MOU will be effective September 01, 2016 through January 31, 2017. After this date, the MOU will be reviewed on an annual basis and the parties may mutually agree to renew the MOU for successive one (1) semester term. The parties reserve and have the right to terminate this MOU upon 90 days written notice to the other party (ies).

If at any time during the term of this MOU, either party considers terminating the agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the MOU by giving the other party thirty (30) days written notice of its intentions to terminate.

SEVERABILITY

If any clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement, including any renewals, then in that event it is the intent of the parties hereto that the remainder of this agreement shall not be affected thereby, and it is also the intent of the parties to this agreement that in lieu of each clause or provision of this agreement that is illegal, invalid, or unenforceable there be added as part of this agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

NON-DISCRIMINATION

Any discrimination by any party or their agents or employees on account of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this Agreement is prohibited.

NOTICES

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email, or other commercially reasonable means and will be effective when actually received. The Community College and Contractor can change their respective notice address by sending to the other parties a notice of the new address. Notices should be addressed as follows:

To Webb County

Attn: Ms. Cynthia Mares
Administrative Services Director
1110 Washington St, Suite 204
Laredo, Texas 78042

Phone: (956) 523-4144
Fax: (956) 523-5012
Email: cmares@webbcountytexas.gov

To Laredo Community College

Laredo Community College
Attn: Steven Aguilar
Student Financial Aid & Veterans Affairs Services Center Director
West End Washington St.
Laredo, Texas 78041
Phone: (956) 721-5361
Fax: (956) 721-5360
E-mail: steven.aguilar@laredo.edu

GOVERNING LAW

The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

FORCE MAJEURE

No party to this agreement shall be required to perform any term, condition, or covenant in this agreement if performance is delayed or prevented by force majeure which shall mean natural occurrences, fires, acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, floods, and any other cause not reasonably within the control of either party to this agreement and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

DISPUTE RESOLUTION

Since no language has been made mandatory by the AG's office, the following language will generally be sufficient to satisfy the requirements of Chapter 2260:

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall 2260 shall be used by Community College and Webb County to attempt to resolve any claim for breach of contract made by Webb County that cannot be resolved in the ordinary course of business. Webb County shall submit written notice of a claim of breach of contract under this Chapter to the Director of Laredo Community College, who shall examine Webb County's claim and any counterclaim and negotiate with Webb County in an effort to resolve the claim.

INSURANCE

The liability of The Laredo Community College System for personal injury and property damage is controlled by the Texas Tort Claims Act, *Texas Civil Practice and Remedies Code*, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

CAPTIONS

The captions contained in this agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this agreement.

(Agreement Continues on the next page. This space is intentionally left blank.)

AUTHORITY

The signers of this agreement hereby represent and warrant that they have authority to execute this agreement on behalf of each of their respective entities.

IN WITNESS THEREOF, the parties have duly approved this Memorandum of Understanding, executed in duplicate originals on this _____ day of _____ 20____.

Laredo Community College

By: _____
Authorized Signature

COUNTY OF WEBB