



Laredo Community College

An Equal Opportunity Institution • West End Washington Street • Laredo, TX 78040-4395

Training Agreement

This Training Agreement (“Agreement”) will serve as the instructional agreement between Laredo Community College (LCC) and **Webb County / Webb County Community Action Agency** to offer Workforce Education Courses to its participants.

1. Course Information

Household Repairs classes

-Electrical: Participants will learn electrical safety; the electrical tool kit; wires and cable; switches; how a circuit works; the use of testers; grounding; stripping; and splicing.

Hands-on-Project: Hanging a Ceiling Fan.

-Floors: Participants will learn flooring materials; the flooring tool kit; measuring for flooring; floor types; and tile installation. *Hands-on-Project: Tile Installation and Removal.*

-Interior Paint: A class designed for participants to learn a guide for interior paint, the color wheel, choosing a color scheme, the painting tool kit and protection. *Hands-on-Project: Paint and create textured effect on drywall.*

- Repairing Drywall: Participants will learn how to repair drywall by instruction and hands on exercise.

- Do-it-Yourself Project: Participants will follow a step-by-step instruction on making a Two-Step Stool.

-Landscaping: A class about the basics of landscaping. *Hands-on-Project: Planter Bed.*

-Plumbing: Participants will learn how the plumbing system works.

-Seeing Green: Participants will learn about the benefits of energy efficient lightning (LED vs Fluorescent) and installing or replacing wall lights. *Hand-on-Project: Install a Wall light.*

-Roofing Basics: Participants will learn about roofing types, roofer’s tool kit, inspecting a rook and checking for leaks.

-Do-it-Yourself Project: Participants will follow a step-by-step instruction on making a floor magazine rack.

-Weatherization: A class about the importance of weatherizing your home for the summer and winter months. *Hands-on-Project: Weatherize a window.*

-Kitchen Faucet: A class about installing and repair a kitchen faucet. *Hands-on-Project: Class demonstration.*

-Connecting a refrigerator ice maker: A class on how to run a cold-water line to a refrigerator's icemaker. *Hands-on-Project: Class demonstration.*

-Planning for Accessibility: Participants will learn about the importance of universal designs for kitchens and baths.

-Do-it-Yourself Project: Participants will follow a step-by-step instruction on making a wooden kitchen tray.

-Window air-Conditioning Maintenance: A class about the basics of maintaining a window air conditioning unit.

-Secure your Home: Participants will learn about window and door security.

-Safety First: Learn the proper and safe use of tools and equipment. *Hands-on-Project: Demonstration with a variety of tools and equipment used for installation and repair.*

-Troubleshoot Water Heaters: Participants will learn how to fix common water heaters problems.

-Municipal Codes: Learn about the requirements to make adjustments, additions or demolition to your property.

-Do-it Yourself Project: Participants will follow a step-by-step instruction on making a Bathroom Towel Rack

-Household Chemical Safety: Participants will learn about safety and common mistakes when utilizing household chemicals.

- Optional Course: To be determined.

-Do-it-Yourself Project: Participant will follow a step-by-step instruction on making a Picnic Table.

2. **Training Facilities**

The lecture and hands-on training location is to be determined by agreement of the parties based on customer need. Scheduling is tentative upon confirmation.

3. **Registration Process**

All students must register with LCC. All registration forms must include the complete name, date

of birth, social security number (if applicable), mailing address, city & state, phone number, and must be signed by each pertinent student.

Webb County / Webb County Community Action Agency must notify Laredo Community College 10 business days in advance of their intent to schedule a course.

All registration forms must be submitted to LCC no later than 3 days before the class start date.

Participants can only register prior to the scheduled training and a student not registered for the class will not be permitted in the class. In addition, **no participant will be replaced for another who is scheduled to attend the class.** The College will verify each student record for any holds prior to a scheduled training upon receiving registration forms. For this particular training agreement, LCC will waive holds found on any participant and allow him/her to register for the course.

Participants may be added and/or dropped prior to the class start date upon filling out required forms. If the class takes place on weekends, students may be added and/or dropped the last Friday before class starts by 10am.

The hours of operation for The Laredo Community College are as follows:

Monday – Thursday	8am thru 6pm
Friday	8am thru 12N

4. **Instructional Materials**

Participants of the training will receive course information and any relevant instructional materials from LCC. They will have the advantage of all relevant visual aids and application exercises.

5. **Training Delivery**

The training delivery process is a comprehensive service of Laredo Community College to ensure that the training is effective. Courses will be aligned with general policies of the College. It includes the coordination of the program by a professional Workforce Development Coordinator. Also included in the delivery process is an LCC approved instructor and his or her research, preparation, delivery, and evaluation time.

All handouts, applications, books and other materials, if any or if applicable are included as part of the delivery process.

Certificates of Completion and/or licenses will be provided to all students successfully completing the course. Students must be present at least 90 percent of class time to ensure attainment of Continuing Education Units (CEU's) and pass any required testing when applicable to successfully complete a course.

6. **Financial Responsibility**

An invoice will be issued by Laredo Community College to **Webb County / Webb County Community Action Agency** for goods and services rendered under this Agreement. **Webb County / Webb County Community Action Agency** agrees to pay Laredo Community College in full the invoice amount within sixty (60) business days after receipt of the invoice. Refer to Addendum A.

Note:

Webb County / Webb County Community Action Agency will be financially responsible to

pay LCC all amounts invoiced at a per course fee regardless of the number of students enrolled per class.

Non-payment of the services will delay the execution of any further contractual Agreements with Laredo Community College. The authorized representative with signature authority listed below assumes all financial responsibility.

7. **Statement of Confidentiality**

Any information obtained by Laredo Community College while executing the services described in this proposal regarding the company's clients or business operations will be held in the strictest confidence.

8. **Terms of Agreement**

The Laredo Community College will offer Household Repair courses at a per course fee. A maximum of 25 participants will be allowed per course. We are offering Customized Training to the participants and the various minimum amounts of hours are necessary in order for students to learn the terms, concepts, and procedures for each particular course.

9. **Expiration Dates**

Please be advised that course pricing(s) include expiration dates and prices are subject to increase or decrease if Laredo Community College policies change after the expiration period. The expiration date will be approximately 4 years from date of contract, unless otherwise specified. Refer to Addendum A.

Note: The expiration date for this contract is: September 1, 2020.

10. **Excused Absences**

Participants who miss class due to an emergency or sickness must contact the Workforce Development Coordinator and provide a doctor's excuse. This must take place before the completion of training.

Students who miss a one-day class will not obtain a Certificate of Completion or receive CEU's.

11. **General Provisions**

(a) Each party acknowledges that the other is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this agreement.

(b) This Agreement is performable in Webb County, Texas. Further, the validity of this Agreement and all matters pertaining to this Agreement, including by 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.

(c) If either party is delayed at any time in the performance of its obligations hereunder by riots, fires, economic conditions, natural disasters, acts of government, acts of God, or any causes reasonably beyond its control, and which could not have been reasonably anticipated by either party, the affected party shall immediately notify the other party of the

force majeure event. The time for performance of the affected party shall be extended for one day for each day of delay. A delay or failure of performance by either party under this section shall not constitute default hereunder, or give rise to any claim for damages.

- (d) Any notice required or permitted under this Agreement 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. Each party can change its respective notice address by sending to the other party a notice of the new address.
- (e) Each party is an equal opportunity employer and is committed to providing equal opportunity in employment, access and the provision of services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that employers are prohibited by law from considering. Both parties agree and affirm that race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, and sexual orientation have not and will not play any role in the establishment of this Agreement, the rendering of the services provided hereunder, and the relationship between LCC and **Webb County / Webb County Community Action Agency**.
- (f) Neither party will discriminate against any employee or applicant for employment because of race, color, handicap, age, gender, sexual orientation, national origin, or political affiliation, and will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to any of the same factors.
- (g) This Agreement is a personal service contract for the services of **Laredo Community College and Webb County / Webb County Community Action Agency**, interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.
- (h) In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.
- (i) This Agreement supersedes all prior agreements, written or oral, between the parties and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof unless otherwise agreed upon in writing by LCC and **Webb County / Webb County Community Action Agency**. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except in writing and signed by both parties.

COUNTY OF WEBB:

**Tano E. Tijerina,
Webb County Judge**

Date

ATTEST:

**Margie Ramirez Ibarra,
Webb County Clerk**

Date

APPROVED AS TO FORM:

**Marco A. Montemayor,
Webb County Attorney**

Date

*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

**Ricardo D. Martinez,
CAA Director**

Date

LAREDO COMMUNITY COLLEGE:

Sandra L. Cortez, **Date**
Continuing Education and Adult Education & Literacy Director

Brenda Martinez, **Date**
Workforce Development Coordinator

Addendum A

Name of Training	Household Repairs
Course ID	NT 2001
Length of Training (hours) per class	6
Minimum Enrollment	25
Maximum Enrollment	25
Number of Continuing Education Units (CEUs)	N/A
Training Site	Webb County Self Help Center
Proposed Training Date(s)	*TBD
Proposed Training Time(s) Day	TBD
Instructor	TBD
Materials & Handouts	Included
Certificates/Licenses	Included
Total investment per class (up to 25 students)	\$769.50
Proposal expiration	September 1, 2020
Desired Training Module (Please Initial)	

*To be determined

** The expiration date will be 30 days from date of contract, unless otherwise specified.