

MEMORANDUM OF AGREEMENT

**Between
Laredo College
and
Webb County
July 2018- June 2020**

I. Parties

This Memorandum of Agreement sets forth the terms between Webb County, hereinafter referred to as the "WEBB COUNTY" or "Partner", and Laredo College – Adult Education & Literacy, hereinafter referred to as "LC".

II. Agreement Period

This agreement outlines the responsibilities that each collaborator will have in the implementation of their respective programs as outlined by the Texas Workforce Commission (TWC) and approved by LC and WEBB COUNTY for a period of two years commencing on July 1, 2018- June 30, 2020 upon being signed by both parties.

III. Purpose

Both entities are interested in implementing ESL, EL Civics, and High School Equivalency (HSE) classes to improve the overall literacy levels in Webb, Zapata and Jim Hogg Counties, contingent on availability of federal and state funds.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the program involved, the parties agree that their responsibilities under this Agreement shall be as follows:

A. WEBB COUNTY shall:

- 1) Provide classroom and computer technology classrooms for instructional purposes at its Community Centers
- 2) Provide access to internet
- 3) Recruit residents in need of receiving ESL, EL Civics or HSE instruction.
- 4) Provide orientation sessions concerning WEBB COUNTY policies and services at the beginning of each semester
- 5) Promote referrals of individual and/or program participants to participate in Adult Education & Literacy Program.

B. LC shall:

- 1) Hire, monitor, and evaluate staff members.
- 2) Provide curriculum, supplies and instructional materials to support the ESL, EL Civics and HSE classes.
- 3) Maintain student records and files.
- 4) Monitor the ESL EL, Civics and HSE classes regularly.
- 5) Provide staff development opportunities to faculty
- 6) Implement distance learning classes when available.
- 7) Evaluate program's ESL and HSE component in compliance with TWC guidelines.

V. *General Provisions*

- A. The parties to this Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event shall the Board and/or LC be obligated to pay or reimburse any expenses incurred by LC and/or the Board under this Agreement.
- B. It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.
- C. The Agreement may be amended at any time in writing and by mutual consent of the parties.

VI. *Contact Persons*

Each entity will appoint a contact person to serve as the entity's point of contact. These individuals may communicate as needed and/or call meetings between the entities for any purpose. Additionally, they may propose amendments to this Agreement as appropriate.

The contact person for WEBB COUNTY is Tano Tijerina, Webb County Judge, and it's designated Community Center Directors who may be reached at 956-523-4600. The contact person for LC is Sandra Cortez, Senior Director of Community Education, who may be reached at 956-721-5436.

VII. Terms of Memorandum

- A. LC and WEBB COUNTY reserve the mutual right to terminate this Memorandum through written notice given within ninety (90) days prior to the termination date.
- B. An amendment to this Memorandum is not effective until approved in writing by an authorized representative from LC and Partner and signed by both parties.

VIII. Indemnity

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that LC is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding LC's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving LC's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, LC shall indemnify and hold harmless Partner and Partner's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from LC's own acts of negligence in carrying out its obligations under this Memorandum.

IX. Agreement Performance

This Memorandum is performable in Webb County, Texas. Further, the validity of this Memorandum and all matters pertaining to this Memorandum, including 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.

X. Force Majeure

Neither party is required to perform any term, condition, or covenant of this Memorandum, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

XI. Notices

Any notice required or permitted under this Memorandum 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. Notices should be addressed as follows:

LC: Laredo College
Attn: Dr. Ricardo Solis, President
West End Washington Street
Laredo, Texas 78040
Phone: (956) 722-0521
Fax: (956) 721-5381
Email: president@laredo.edu

Partner: Webb County
Attn: Mr. Tano Tijerina, Webb County Judge
1000 Houston St, 3rd Floor
Laredo, Texas 78040
Phone: (956) 523-4600
Email: cvaldez@webbcountytexas.gov

XII. No Waiver Of Immunity

Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Memorandum and performance of the functions or obligations described herein.

XIII. No Waiver

No waiver of a breach of any provision of this Memorandum shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

XIV. No Assignment

No assignment of this Memorandum or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

XV. Section Headings

The headings of sections contained in this Memorandum are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Memorandum.

XVI. Governing Law

This Memorandum is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas, for any action under this Memorandum.

XVII. Complete Understanding

The parties have read this Memorandum and agree to be bound by its terms. The parties further agree that this Memorandum constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No

waiver, alteration or modification of any of the provisions of this Memorandum shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

This Memorandum shall become effective upon approval by the Partner, upon signing by the Partner's designee, and upon signing by the President of Laredo College.

WEBB COUNTY, TEXAS

LAREDO COLLEGE

By: _____
TANO E. TIJERINA
WEBB COUNTY JUDGE

DR. RICARDO SOLIS, LC PRESIDENT

DATE

ATTESTED:

MARGIE RAMIREZ-IBARRA
WEBB COUNTY CLERK

APPROVED AS TO FORM:

ALEXANDRA COLESSIDES-SOLIS
DIRECTOR, WEBB COUNTY CIVIL LEGAL DIVISION*

*By law, this 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).

*Passed and approved by the Webb County Commissioners Court
on _____, 2018; item no. ____.*