

Memorandum of Understanding for the Externship Program
BETWEEN
St. Mary's University School of Law
AND
Webb County

This Memorandum of Understanding ("MOU") is hereby entered into by and between St. Mary's University School of Law (hereinafter called "School of Law"), acting by and through its Dean, and Webb County, administrative agency of the State of Texas (hereinafter called "County").

PREAMBLE

WHEREAS, Webb County seeks the services of the School of Law student externs; and

WHEREAS, the School of Law wishes to work collaboratively in preparing and providing quality education and training to its students.

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

UNIVERSITY RESPONSIBILITIES:

- A. School of Law will provide qualified student externs;*
- B. School of Law agrees to counsel student externs about professional responsibility;*
- C. School of Law will be responsible for monitoring the conduct of student externs;*
- D. School of Law agrees to offer an externship course as part of the program;*
- E. School of Law will provide a faculty supervisor for all student externs.*

WEBB COUNTY'S RESPONSIBILITIES:

- A. Webb County will provide professional level externship positions;*
- B. Webb County agrees to supervise the work assigned to student externs;*
- C. Webb County will be responsible for evaluating and submitting a confidential performance report to the assigned faculty of record;*
- D. Webb County will select the student extern based upon its own evaluation of the student from his/her resume, transcript and/or interview;*
- E. Webb County will provide externs with at least 150 hours of supervised work during the externship period;*
- F. Webb County will not require externs to work during extern's scheduled class and examination times;*
- G. Webb County will notify the assigned faculty of record immediately if the extern's performance is not satisfactory or if the extern is not reporting for work as scheduled.*

PROGRAM LEARNING OBJECTIVES

Student externs will be placed in the State Public Defender's Office within Webb County to prepare and provide quality education, training, and meaningful experiences to student externs. The School of Law and Webb County will work collaboratively to develop externship guidelines to ensure that each student extern meets the program learning objectives for each externship site.

- A. The student extern will develop skills required for legal practice, specifically interpersonal skills and analytical or technical skills.*
- B. The student extern will apply the rules of professional responsibility to their clients, opposing party, colleagues, and the court system.*
- C. The student extern will engage in active learning through experience, feedback, and reflection.*

PAYMENT

Student externs will provide their expertise at no cost to 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 of liabilities arising solely from the negligent act or omission of the other parties.

No indemnification by Webb County. School of Law acknowledges and agrees that Webb County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify School of Law or any other third party for damages arising under this MOU.

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 executed and agreed to in writing by an authorized representative of each of the parties hereto.

TERM, RENEWAL, AND TERMINATION OF AGREEMENT

This MOU will be effective May 1, 2019 through August 31, 2020. 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) year terms.

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 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 intention to terminate. Any student extern assigned to a Webb County placement at the time of the notice of intention to terminate will be allowed, if approved by the School of

Law, to complete the student's externship placement with Webb County for the remainder of the semester, to include the completion of all obligations of all parties to this MOU.

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 there be added as part of the 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. The parties will not discriminate against any employee, applicant for employment, or student on the basis of race, color, sex, pregnancy, religion, national origin, citizenship status, physical or mental disability, age, marital status, sexual orientation, gender, gender identity, veteran or military status (including special disabled veteran, Vietnam-era veteran, or recently separated veteran), predisposing genetic characteristics, domestic violence victim status, or any other protected category under applicable local, state, or federal law.

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 Services, postage prepaid, certified mail, returned receipt requested, and addressed to the intended recipients 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 School of Law, and Webb County 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: Dr. Pedro Alfaro
Risk Management Administrator
1110 Washington St., Suite 204
Laredo, Texas 78042
Phone: (956) 523-4144
Fax: (956) 523-5012
Email: palfaro@webbcountytexas.gov

To: St. Mary's University School of Law

Attn: Prof. Karen L. Kelley
Externship Faculty Supervisor
St. Mary's University School of Law
2507 N.W. 36th St.

San Antonio, Texas 78228
Phone: (210) 431-5708
Fax: (210) 431-5700
Email: kkelley2@stmarytx.edu

GOVERNING LAW

The validity of this Agreement and all matter 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, materials 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 that Chapter, will apply to any 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 St. Mary's University School of Law, which shall examine Webb County's claim and any counterclaim and negotiate with Webb County in an effort to resolve the claim.

INSURANCE

The University will provide liability insurance coverage of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate with respect to University employees and students in the externship program.

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.

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 the _____ day of _____, 2019.

UP

ST. MARY'S UNIVERSITY



Aaron M. Tyler, Ph.D.
Provost and Vice President for Academic Affairs

COUNTY OF WEBB

Honorable Tano Tijerina
Webb County Judge

ATTESTED

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco Montemayor
Webb County Attorney*

*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 documentation on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorneys.