

Memorandum of Understanding between  
Webb County for its Community Action Agency (WCCAA)  
And  
The Barber Education Academy (TBEA)  
1505 Calle Del Norte #230 Laredo, TX 78041  
for the Transition out of Poverty (T.O.P) Program

The purpose of this Memorandum of Understanding (M.O.U) is to set forth mutual terms of agreement for cooperation and participation in the Transition Out of Poverty (T.O.P) Program, to help facilities educational opportunities (tuition, licensing, testing, etc.) for the low income citizens of Webb County, who are interested in furthering their education in a field of study that may render a “living wage”. A living wage will assist in the pursuit of a better standard of living and the transition of poverty.

The term of this M.O.U., shall be for a two (2) year term, commencing November 27, 2018 thru November 26, 2020.

THE BARBER EDUCATION ACADEMY, as Partner Organization shall:

1. Identify and refer individuals interested in pursuing their education via referral to WCCAA for eligibility qualifications that is based on program criteria.
  - a. Provide cost breakdown/detail of individual’s need for submission to WCCAA.
2. Submit invoice/billing of initial payments after 7 days of attendance and subsequent payments to WCCAA.
  - a. Billing/invoice will include
    - i. Name and address of partner organization
    - ii. Name of student
    - iii. Name of course/program in which student is enrolled
    - iv. Detailed tuition and/or fee breakdown
3. Monitor and track student attendance and academic progress
  - a. Provide the following information as detailed
    - i. Student attendance and progress records
      1. After initial 7 days
      2. Weekly for course of study less than 9 weeks
      3. Monthly for course of study greater than 9 weeks
    - ii. Proof of course/program completion
      1. Submit original certificate, transcript or similar document
4. Direct initial notice of payment and proof of attendance and any other required paperwork to:

Webb County Community Action Agency  
520 Reynolds Street 2<sup>nd</sup> Floor  
Laredo, TX 78040

WCCAA shall:

1. Identify, qualify and refer individuals interested in pursuing their education to Partners for possible enrollment
2. Determine program eligibility for all potential students identified and referred by partner organizations
3. Coordinate and collaborate with partner organizations to the extent possible to provide all the necessary information to meet the needs and intent of service available to achieve the goals set forth by mutual agreement
4. Enroll eligible student household in WCCAA TOP Case Management Program
5. Process authorization of payment (Notice of Payment) to partner organization in two (2) or three (3) equitable amounts, via mail, upon student compliance with monthly appointment(s) as scheduled by Case Manager. Total amount of invoice should not exceed more than \$5,000 per individual.
  - i. Two (2) equitable authorizations of payment (Notice of Payment) will be dispersed for a course of study less than 9 weeks
  - ii. Three (3) equitable authorizations of payment (Notice of Payment) will be dispersed for a course of study greater than 9 weeks
- b. In the event a student does not comply with monthly appointment(s), WCCAA will hold 2<sup>nd</sup> and 3<sup>rd</sup> authorization of payment until student is in compliance.
- c. Noncompliance with the Case Management Program will result in discontinuation of tuition assistance.

#### CONFIDENTIALITY

Any reports, information, data or studies given to or assembled by Barber Education Academy under this Agreement shall be kept confidential and shall not be made available to any individual or organization without the prior written approval of Webb County, unless otherwise required by law.

#### NON-ASSIGNABILITY

Barber Education Academy shall not assign any interest in this agreement or delegate the performance of any of its duties herein specified without the written consent of Webb County.

#### GOVERNING LAW

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

### ENTIRE AGREEMENT

This M.O.U. supersedes any and all prior agreements between the Webb County and Barber Education Academy whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears not to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

### INCONSISTENCIES

Where there exists any inconsistency between this M.O.U. and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

### RULE OF CONSTRUCTION

The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

### IMMUNITY

Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

### AMENDMENT

This agreement may only be amended by the mutual agreement of the parties hereto in writing.

### LAW OF TEXAS

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be enforced in Webb County, Texas.

### WAIVER

The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

LEGAL COMPLIANCE

The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this agreement. In the event that any of the parties hereto are required by law or regulation to perform any act inconsistent with this agreement, or to cease performing any act required by this agreement, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

NON-DISCRIMINATION

Barber Education Academy shall not discriminate against any person because of race, religion, color, sex, handicap or national origin.

NOTICES

Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

To Webb County:

Webb County Judge  
P.O. Box 2397  
Laredo, Texas 78040

To Service Provider:

The Barber Education Academy  
1505 Calle Del Norte #230  
Laredo, Texas 78041

Signed in duplicate originals on \_\_\_\_\_ day of \_\_\_\_\_, 2019.

COUNTY OF WEBB

SERVICE PROVIDER

\_\_\_\_\_  
Hon. Tano E. Tijerina  
Webb County Judge

\_\_\_\_\_  
Javier Hernandez  
The Barber Education Academy

ATTEST:

\_\_\_\_\_  
Hon. Margie Ramirez Ibarra  
Webb County Clerk

APPROVED AS TO FORM,

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Ramon A. Villafranca, Jr.  
Assistant General Counsel\*

\*By law, the Civil Legal Division 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 January 14, 2019; item no \_\_\_\_.