

**Memorandum of Understanding  
Webb County Community Action Agency  
and  
Community Action Corporation of South Texas (CACOST)**

This agreement is entered into between the **County of Webb**, on behalf of the Webb County Community Action Agency, hereinafter referred to as "Webb CAA" and the **Community Action Corporation of South Texas** hereinafter referred to as "CACOST".

**WHEREAS**, the purpose of this Agreement is to set forth the respective responsibilities of Community Action Corporation of South Texas (CACOST) and Webb County Community Action Agency (Webb CAA), with respect to services for Weatherization Program assistance for low income individuals and families; and

**WHEREAS**, Webb CAA and CACOST want to establish the best collaborative method possible for services to residents of Webb County; and

**WHEREAS**, Webb CAA and CACOST support the need for Weatherization Program assistance to the residents of Webb County; and

**WHEREAS**, CACOST has available the necessary expertise and resources to provide the services herein set forth.

Now, therefore, Webb CAA and CACOST agree as follows:

- Section 1.** This agreement shall commence on August 26, 2019 and end September 30, 2021.
- Section 2.** CACOST agrees to the following responsibilities and duties under this Agreement at no cost to Webb CAA:
- A. Provide Weatherization Assistance Program (WAP) assistance to qualifying individuals in Webb County.
  - B. Provide Webb County Community Action Agency outcomes regarding Weatherization Program assistance referred.
- Section 3.** Webb CAA agrees to the following responsibilities and duties under this Agreement:
- A. Refer families and individuals from Webb County to CACOST when seeking assistance in Weatherization.
  - B. Provide client intake application, copies of income documentation, SAVE system clearance, and copies of utility bills to CACOST for those clients interested in Weatherization Program assistance.
- Section 4.** Any notices required to be sent by or to either party, or which either party may desire to serve upon the other, shall be in writing and shall be served by either personal delivery or mail, or mail addressed as follows:

**TO WEBB CAA:**

Webb County Judge  
Webb County Courthouse  
1000 Houston, Third Floor  
Laredo, Texas, 78040

Copy to: Director  
Webb County Community Action Agency  
520 Reynolds, Second Floor  
Laredo, Texas 78040

**TO CACOST:**

Executive Director  
Community Action Corporation of South Texas  
P.O. Drawer 1820  
Alice, Texas 78333-4822

- Section 5.** Inconsistencies. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.
- Section 6.** Severability. Each paragraph and provision hereof is severable from the entire Agreement and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
- Section 7.** Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.
- Section 8.** 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.
- Section 9.** Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof.
- Section 10.** Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
- Section 11.** 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.
- Section 12.** Counterparts. This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to constitute an original, and such counterparts shall together constitute but one and the same document.
- Section 13.** Terminology and Definitions. All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.

This contract was approved by the Commissioners Court of Webb County on the 9<sup>th</sup> day of September, 2019, and by Community Action Corporation of South Texas (CACOST), on the \_\_\_ day of \_\_\_\_\_, 2019.

WEBB COUNTY  
A political subdivision of the  
State of Texas

COMMUNITY ACTION CORPORATION  
OF SOUTH TEXAS

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

\_\_\_\_\_  
Ann Await  
Executive Director

Signed this \_\_\_ day of \_\_\_\_\_, 2019.

Signed this \_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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Margie Ramirez Ibarra  
Webb  
County Clerk  
APPROVED AS TO FORM:

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Nathan R. Bratton  
General Counsel  
Civil Legal Division\*

\*The General Counsel, Civil Legal Division's office, may only advise or approve contracts or legal documents on behalf Webb County, its client. 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).