

**Memorandum of Understanding between
Webb County Community Action Agency (WCCAA)
And
LHCT Training Center
For the Transition Out of Poverty (T.O.P.) Program**

This Memorandum of Understanding (“MOU”) is entered into by and between Webb County, a political subdivision of the State of Texas (the “County”), on behalf of the Webb County Community Action Agency (WCCAA), and LHCT Training Center (“LHCT”). This MOU will serve to establish the terms and conditions under which County and LHCT (collectively referred to as the “Parties”) shall participate in the Transition Out of Poverty Program (“T.O.P.”).

WHEREAS, Webb County and LHCT Training Center find it is in the best interest of the citizens of Webb County to partner in the implementation of the Transition Out of Poverty Program (T.O.P.); and

WHEREAS, the Transition Out of Poverty Program (T.O.P.) will help facilitate 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”; and

WHEREAS, a living wage will assist in the pursuit of a better standard of living and the transition out of poverty.

NOW THEREFORE, in consideration of the mutual benefits to be derived herefrom by the Parties hereto and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually understood and agreed by the Parties as follows:

I. TERM:

The term of this M.O.U. shall be for a two (2) year term, commencing February 22, 2021 and ending February 21, 2023.

II. LHCT TRAINING CENTER, as Partner Organization shall:

1. Identify and refer individuals interested in pursuing their education via referral to WCCAA for eligibility qualification that is based on program criteria
 - a. Provide cost breakdown/detail of individual’s need for submission to WCCAA.
2. Submit invoice/billing for initial payments before individual’s 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 records
 1. After initial 7 days
 2. After that on a weekly basis
 - ii. Proof of course/program completion
 1. Submit original certificate, transcript or similar document
4. Direct initial notice of payment and any other required paperwork to:
Webb County Community Action Agency
Carlos Ordonez
CSS Program Manager
520 Reynolds Street 2nd Floor
Laredo, TX 78040

III. WCCAA shall:

1. Identify, qualify and refer individuals interested in pursuing their education to LHCT Training Center for possible enrollment.
2. Determine program eligibility for all potential students identified and referred by LHCT Training Center.
3. Coordinate and collaborate with LHCT Training Center 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 house in WCCAA TOP Case Management Program.
5. Process authorization of payment (Notice of Payment) to LHCT Training Center, attn.: Director Juan Davila, via mail, upon student compliance with monthly appointment(s) as scheduled by Case Manager.
 - a. Payments must be submitted before or by the student's start date.

IV. Additional Provisions:

1. 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.
2. 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.
3. Prohibition against Assignment. There shall be no assignment or transfer of this Agreement without the prior written consent of both parties hereto.

4. 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.
5. Notices. All notices called for or contemplated hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or forty eight (48) hours after mailed to each party by certified mail, return receipt requested, postage prepaid to the following addresses:
6.

Webb County	LHCT Training Center
Webb County Community Action Agency Mr. James Flores Director 520 Reynolds Street 2nd Floor Laredo, TX 78040	Juan Davila Director LHCT Training Center 4408 State Highway 359 Laredo, Texas 78043
7. Each Party may designate a different agent or address for notice purposes by giving the other Party ten (10) days written notice in the manner provided above.
8. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.
9. Amendment. No changes to this Agreement shall be made except upon written agreement of both parties.
10. Any party may terminate this Agreement at any time for any reason by giving at least thirty (30) days' written notice.
11. Confidentiality. Any confidential information provided to or developed by either party in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of the other party.
12. Headings. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.
13. 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.

14. 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 be an original, and such counterparts shall together constitute but one and the same document.
15. 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.
16. 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.
17. Immunity. Neither party to this MOU waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.
18. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

WEBB COUNTY

LHCT TRAINING CENTER

 Tano E. Tijerina
 Webb County Judge

 Juan Davila
 Director

 Federal Identification Number

Date: _____

Date: _____

Webb County Community Action Agency

 James Flores
 Director
 Date: _____

ATTEST:

Margie Ramirez Ibarra
Webb County Clerk

Approved as to Form:

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).