

Memorandum of Understanding for the Internship Program
BETWEEN
Texas A & M International University
AND
Webb County

This Memorandum of Understanding ("MOU") is hereby entered into by and between Texas A&M International University, a member of the Texas A&M International University System, an agency of the State of Texas (Hereinafter called "University"), acting by and through its President, and Webb County, administrative agency of the State of Texas (hereinafter called "County").

PREAMBLE

WHEREAS, Webb County seeks the services of the College of Arts and Sciences, Department of Social Sciences Interns; and

WHEREAS, Texas A&M International University wishes to work collaboratively in preparing and providing quality education and training to criminal justice and sociology 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. University will provide qualified criminal justice and sociology students interns;*
- B. University agrees to counsel student interns about professional responsibility;*
- C. University will be responsible for monitoring the conduct of student interns; and*
- D. University agrees to offer an internship course as part of the program.*

WEBB COUNTY'S RESPONSIBILITIES:

- A. Webb County will provide professional level internship positions;*
- B. Webb County agrees to supervise the work assigned to student interns;*
- 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 intern based upon its own evaluation of the student from his/her resume, transcript and/or interview;*
- E. Webb County will provide interns with at least 160 hours of supervised work during the internship period;*
- F. Webb County will not require interns to work during intern's scheduled class and examination times;*

- G. *Webb County will notify the assigned faculty of record immediately if the intern's performance is not satisfactory or if the intern is not reporting for work as scheduled.*

PROGRAM LEARNING OBJECTIVES

Student interns will be placed in various agencies within Webb County to prepare and provide quality education, training, and meaningful experiences to criminal justice and sociology student interns. The College of Arts and Sciences, Department of Social Sciences and the Webb County agencies will work collaboratively to develop an internship guideline to ensure that each student intern meets the program learning objectives for each internship site.

- A. *The student intern will demonstrate the ability to empirically examine key issues about social sciences through the internship period and course requirements.*
- B. *The student intern will demonstrate the ability to think critically and analytically about key issue in the profession.*
- C. *The student intern will demonstrate professional and logical writing skills about key issues in the field of social sciences.*
- D. *The student intern will develop an understanding of career opportunities in the field of social sciences.*
- E. *The student intern will develop a better understanding of different law enforcement agencies and the type of work each one does.*

PAYMENT

Student interns 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 negligence act, or omission of the other parties.

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

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 by an authorized representative of the parties hereto.

TERM, RENEWAL, AND TERMINATION OF AGREEMENT

This MOU will be effective August 1, 2023, through May 31, 2024. 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 term. The parties reserve and have the right to terminate this MOU upon 90 days written notice to the other party(ies).

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 intentions to terminate.

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 thereof 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.

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, return 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 University, and the Contractor 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: Mayela Herrera
Administrative Coordinator
1110 Washington St., Suite 204
Laredo, Texas 78042
Phone: (956) 523-4193
Fax: (956) 523-5012
Email: mayelah@webbcountytexas.gov

To: Texas A&M International University

Attn: Dr. Claudia San Miguel
Dean, College of Arts and Sciences
5201 University Blvd.
Laredo, Texas 78041-1900
Phone: (956) 326-2633
Fax: (956) 326-2459
Email: csanmiguel@tamiu.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, remedied, 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 provide in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 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 School of Engineering Director of University, who shall examine Webb County's claim and any counterclaim and negotiate with Webb County in an effort to resolve the claim.

INSURANCE

The liability of the Texas A&M University System for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits. Texas A&M shall procure and carry sufficient Accident Insurance (“Accidental Death and Dismemberment “AD&D” Insurance”) to cover claims that may filed by student interns injured while being assigned to intern at Webb County unless and until the student, parent and/or legal guardian has executed the attached “RELEASE AND WAIVER OF LIABILITY, ASSUMPTION

OF RISK, WAIVER OF INSURANCE CLAIM, AND INDEMNITY AGREEMENT”, which is attached as Exhibit “A” and incorporated into this Agreement for all intensive purposes.

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 _____, 2023.

TEXAS A&M INTERNATIONAL UNIVERSITY

Thomas R. Mitchell
Provost and Vice President for Academic Affairs

Claudia San Miguel
Dean College of Arts and Sciences

COUNTY OF WEBB

Honorable Tano E. Tijerina
Webb County Judge

ATTESTED

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes*
Assistant General Counsel

Webb County Civil Legal Division

*The General Counsel, Civil Legal Division'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 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).

Exhibit "A"

THIS IS A RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF INSURANCE CLAIM, AND INDEMNITY AGREEMENT

Event: Internship Program for Texas A&M International University criminal justice and sociology students
Location of Event: Webb County Departments

IN CONSIDERATION of being permitted to participate in any way in the EVENT
EACH OF THE UNDERSIGNED for him/her personal representative, heir, and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WEBB COUNTY, its commissioners court, elected officials, officers, agents, and employees (hereinafter referred to as "Releases" or "Releasee") FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND THEREFORE ON ACCOUNT OF INJURY TO PERSON OR PROPERTY OR RESULTING IN ILLNESS AND/OR DEATH OF THE UNDERSIGNED OR OTHERWISE BY PARTICIPATING IN THE EVENT, AS A TEXAS A&M INTERNATIONAL STUDENT ASSIGNED TO INTERN IN A WEBB COUNTY DEPARTMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE BY PARTICIPATING IN THE EVENT WHERE YOU ASSUME ALL RISKS WHETHER KNOWN OR UNKNOWN.
2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(s) whether caused by the NEGLIGENCE OF RELEASEE or otherwise.
3. HEREBY ACKNOWLEDGES THAT THE ACTIVITIES ("INTERNSHIP WORK") OF THE EVENT MAY BE DANGEROUS and involve risks including but not limited to serious illness, injury and/or death and/or property damage and he/she ASSUMES FULL RESPONSIBILITY FOR ANY RISK WHATSOEVER INCLUDING BUT NOT LIMITED TO BODILY INJURY, DEATH, OR PROPERTY DAMAGE arising out of related to the Event(s) whether caused by the NEGLIGENCE OF RELEASEES or otherwise.
4. HEREBY agrees that should an accident or injury occur to the undersigned the undersigned AGREES NOT TO FILE ANY LIABILITY INSURANCE CLAIM WITH RELEASEE' INSURANCE CARRIER. The undersigned further agrees that the undersigned's assignees, heirs, distributees, parents/ guardians, next of kin, and legal representative shall not make a claim against, sue, or attach the property of any Releasee(s) in connection with any matters covered by the foregoing release.
5. HEREBY AGREES AND UNDERSTAND that should any portion of this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF INSURANCE

LIABILITY CLAIM, AND INDEMNITY AGREEMENT be determined to be legally invalid or unenforceable for any reason, only such part or portion shall be severed and removed from the Agreement. The remaining provisions and all portion of this Agreement that have not been ruled invalid or unenforceable shall independently survive and remain in full force and effect, with only the invalid or unenforceable part or portion of this Agreement to be deemed stricken, unenforceable and severed from this Agreement.

6. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF ALL RISK, WAIVER OF INSURANCE CLAIM, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____ DATE: _____

PRINT NAME: _____ DATE OF BIRTH: (M/D/YYYY)_____

PARENT OR LEGAL GUARDIAN ACKNOWLEDGEMENT (IF UNDER THE AGE OF 18)

I represent and warrant that I am the parent or legal guardian of _____, the individual who signed the foregoing Release ("Minor") and that I have received, read, and understood the foregoing Release and Waiver. I fully consent to and voluntarily authorize the Minor to execute and Release and Waiver (or, if applicable, have voluntarily executed said Release and Waiver on Minor's behalf). I acknowledge and agree that all representations, consents, agreement, grants, waivers, authorizations, indemnifications and releases shall be regarded as made by me on behalf of the Minor and shall be binding on me and the Minor.

SIGNED: _____ DATE: _____

PRINT NAME: _____ RELATIONSHIP TO MINOR: _____