

MEMORANDUM OF AGREEMENT
Between
Laredo Community College
and
Webb County
2016-2018

I. Parties

This Memorandum of Agreement sets forth the terms between Webb County, hereinafter referred to as the "WEBB COUNTY" or "Partner", and Laredo Community College – Adult Education & Literacy, hereinafter referred to as "LCC".

II. Agreement Period

This agreement outlines the responsibilities that each collaborator will have in the implementation of their respective programs as outlined by the Texas Workforce Commission (TWC) and approved by LCC and WEBB COUNTY for a period of two years commencing on July 1, 2016- June 30, 2018 upon being signed by both parties.

III. Purpose

Both entities are interested in implementing ESL, EL Civics, and High School Equivalency (HSE) classes to improve the overall literacy levels in Webb, Zapata and Jim Hogg Counties, contingent on availability of federal and state funds.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the program involved, the parties agree that their responsibilities under this Agreement shall be as follows:

A. WEBB COUNTY shall:

- 1) Provide classroom and computer technology classrooms for instructional purposes at its Community Centers
- 2) Provide access to internet
- 3) Recruit residents in need of receiving ESL, EL Civics or HSE instruction.
- 4) Provide orientation sessions concerning WEBB COUNTY policies and services at the beginning of each semester
- 5) Promote referrals of individual and/or program participants to participate in Adult Education & Literacy Program.

B. LCC shall:

- 1) Hire, monitor, and evaluate staff members.
- 2) Provide curriculum, supplies and instructional materials to support the ESL, EL Civics and HSE classes.
- 3) Maintain student records and files.
- 4) Monitor the ESL EL, Civics and HSE classes regularly.
- 5) Provide staff development opportunities to faculty
- 6) Implement distance learning classes when available.
- 7) Evaluate program's ESL and HSE component in compliance with TWC guidelines.

V. General Provisions

- A. The parties to this Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event shall the Board and/or LCC be obligated to pay or reimburse any expenses incurred by LCC and/or the Board under this Agreement.
- B. It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation that govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures.
- C. The Agreement may be amended at any time in writing and by mutual consent of the parties.

VI. Contact Persons

Each entity will appoint a contact person to serve as the entity's point of contact. These individuals may communicate as needed and/or call meetings between the entities for any purpose. Additionally, they may propose amendments to this Agreement as appropriate.

The contact person for WEBB COUNTY is Tano Tijerina, Webb County Judge, and it's designated Community Center Directors who may be reached at 956-523-4600. The contact person for LCC is Sandra Cortez, Director of Continuing Education and Adult Education & Literacy, who may be reached at 956-721-5436.

VII. Terms of Memorandum

- A. LCC and WEBB COUNTY reserve the mutual right to terminate this Memorandum through written notice given within ninety (90) days prior to the termination date.
- B. An amendment to this Memorandum is not effective until approved in writing by an authorized representative from LCC and Partner and signed by both parties.

VIII. Indemnity

To the extent permitted by Article XI, Section 7 of the Texas Constitution, and with the mutual understanding that LCC is a political subdivision of the State of Texas and that an indemnity obligation cannot be paid from current revenues and that no order, resolution, tax nor interest and sinking funds has been set, adopted or established for payment of this indemnity obligation, and without expanding LCC's liability beyond the statutory limits of the Texas Tort Claims Act or under existing law, and furthermore, without waiving LCC's immunity beyond the scope of that allowed by the Texas Tort Claims Act or existing law, LCC shall indemnify and hold harmless Partner and Partner's officers, agents, and employees, and assigns from all suits, actions, damages, demands or other claims of any character brought for or on account of injury to a person or property arising solely from LCC's own acts of negligence in carrying out its obligations under this Memorandum.

IX. Agreement Performance

This Memorandum is performable in Webb County, Texas. Further, the validity of this Memorandum and all matters pertaining to this Memorandum, including 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.

X. Force Majeure

Neither party is required to perform any term, condition, or covenant of this Memorandum, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

XI. Notices

Any notice required or permitted under this Memorandum must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient 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. Each party can change its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LCC Laredo Community College
Attn: Dr. Ricardo Solis, President
West End Washington Street
Laredo, Texas 78040
Phone: (956) 722-0521
Fax: (956) 721-5381
Email: president@laredo.edu

Partner: Webb County
Attn: Mr. Tano Tijerina, Webb County Judge
1000 Houston St, 3rd Floor
Laredo, Texas 78040
Phone: (956) 523-4600

XII. No Waiver Of Immunity

Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of this Memorandum and performance of the functions or obligations described herein.

XIII. No Waiver

No waiver of a breach of any provision of this Memorandum shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

XIV. No Assignment

No assignment of this Memorandum or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

XV. Section Headings

The headings of sections contained in this Memorandum are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Memorandum.

XVI. Governing Law

This Memorandum is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas, for any action under this Memorandum.

XVII. Complete Understanding

The parties have read this Memorandum and agree to be bound by its terms. The parties further agree that this Memorandum constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them. No waiver, alteration or modification of any of the provisions of this Memorandum shall be binding on any

party unless in writing and signed by the party against whom enforcement of such waiver, alteration or modification is sought.

This Memorandum shall become effective upon approval by the Partner, upon signing by the Partner's designee, and upon signing by the President of Laredo Community College.

WEBB COUNTY, TEXAS

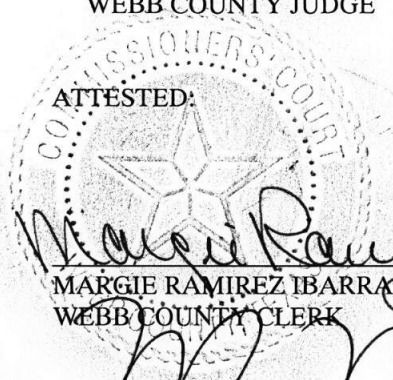

By:  4/4/17
TANO TIJERINA


DR. RICARDO SOLIS, LCC PRESIDENT

WEBB COUNTY JUDGE

PRINT NAME & TITLE

11-8-16
DATE

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 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 November 14, 2016.
Item no. 6a.

Print Agenda Return







WEBB COUNTY, TEXAS


COMMISSIONERS COURT

PUBLIC NOTICE
COMMISSIONERS COURT MEETING
WEBB COUNTY COURTHOUSE
1000 HOUSTON STREET, 2ND FLOOR
LAREDO, TEXAS 78040
NOVEMBER 14, 2016
9:00 a.m.

CALL TO ORDER BY THE HONORABLE TANO E. TIJERINA, WEBB COUNTY JUDGE

1.  Roll Call by Honorable Margie Ramirez-Ibarra, Webb County Clerk
2.  Pledge of Allegiance/Invocation
3.  Approval of Bills, Payroll, and Monthly Report
4.  Public Comment - This section provides the public the opportunity to address the Commissioners Court on any items on the Agenda. Members of the public wishing to participate must complete a Witness Card specifying which agenda item they wish to comment on. Each public member, individually or in a group, will be allowed a total of Three (3) minutes within which to make any/all public comments.

COURT TO DISCUSS AND ACT ON THE FOLLOWING:

 **CONSENT AGENDA:** At most meetings, the Commissioners Court establishes a Consent Agenda. It consists of those Agenda Items which are routine or non-controversial, and which neither a member of the Commissioners court has asked to be pulled for discussion. Once the Commissioners Court has established the Consent Agenda, Agenda Items included on it will be voted upon in one vote, and will not be discussed separately unless requested by the County Judge or Commissioners.

The consent agenda has been created in order to give constituents the opportunity to view any and all pertinent backup information with reference to any item in the agenda. The objective of the consent agenda is for all Webb County constituents to be familiar with everyday county business and to demonstrate the transparency and fairness of

6.

**Commissioners Court**

- a. Discussion and possible action to approve a Memorandum of Agreement between the Laredo Community College (LCC) - Adult Education and Literacy Program and Webb County to implement and provide English as a second language (ESL), English Language Civics (EL Civics), and General Education Development (GED), classes at the various Webb County Community Centers ; and authorizing the Webb County Judge to execute all relevant documents; and any other matters incident thereto. This Memorandum of Agreement does not have any financial impact to the Webb County budget.

Issue: There are numerous Webb County residents that are in need of and interested in obtaining English as a second language (ESL), English Language Civics (EL Civics), and/or General Education Development (GED) classes in order to help them to obtain increased job opportunities and higher wages to benefit them and their families

Solution: Approve this Memorandum of Agreement between the Laredo Community College-Adult Education and Literacy and Webb County in order to provide Webb County residents much needed English as a second language (ESL), English Language Civics (EL Civics), and/or General Education Development (GED) classes at the various Webb County Community Centers.

Result: The classes provided by this program will help Webb County residents to obtain increased job opportunities and higher wages to benefit them and their families

7.

**Community Action Agency**

- a. Discussion and possible action to approve the posting and filling of the following full time Slot with benefits, to be funded from the Comprehensive Energy Assistance Program (CEAP) Account #911-4200-5001 and the Community Services Block Grant (CSBG) Account #920-4202-5001. This position will be 100% grant funded and there will be no impact to the general fund, effective November 14, 2016:

<u>Slot #</u>	<u>Title</u>	<u>Hourly Rate</u>
1155	Case Worker	\$13.00

Issue: Vacant Case Worker position.

Solution: To hire vacant Case Worker position needed for the Community Center.

Result: Filling of position will result in compliance with the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG) Programs, and to assure that all funding shall be expended by the end of the program year.

8.

**Honorable Marco Montemayor, County Attorney**

- a. Discussion and possible action for Webb County Head Start to enter into a month to month (September 1, 2016 through August 31, 2018) lease agreement extension with West Drive Business Center, LLC regarding lease space located at 5904 West Drive, Units 6 and 7, Laredo, Texas at a monthly cost of Three Thousand Four Hundred Sixty Dollars (\$3,460.00) and a total cost of Eighty-Three Thousand Forty Dollars (\$83,040.00) over the term of the agreement and authorizing the County Judge to execute all relevant documents; and any other matters incident thereto. **Requested by Aliza Oliveros, Webb County Head Start Director;**