

**Memorandum of Understanding (MOU) between the Workforce Solutions for South Texas (WSST) and Webb County for Webb County Risk Management
(collectively referred to as "Webb County")**

The following Memorandum of Understanding sets forth the terms of agreement for cooperation and consultation with regard to the WSST workforce system in compliance with the Workforce Innovation and Opportunity Act (WIOA).

(1) Purpose of the Memorandum of Understanding

It is the purpose of this MOU Agreement to establish a cooperative and mutually beneficial relationship between **Workforce Solutions for South Texas** and the **Webb County** that describes the collaborative effort across respective systems to better address the employment and skills needs of current employees, jobseekers and employers so the delivery of workforce services to populations served by the **WSST Workforce Center** and **Webb County** will be optimized.

This MOU will describe the responsibilities of the parties insofar as they relate to compliance with the Workforce Innovation and Opportunity Act (WIOA) and its implementing regulations. This MOU is also established to align with the 2016-2023 Texas Workforce Commission (TWC) Strategic Plan and the WSST Strategic Plan (2017-2020) and per WIOA 121©(2)(A)(iii) and WIOA §121(c)(2)(A)(iv).

WIOA prescribes:

- To increase, for individuals in the United States, particularly those individuals with barriers to employment, access to and opportunities for the employment, education, training, and support services they need to succeed in the labor market.
- To support the alignment of workforce investment, education, and economic development systems in support of a comprehensive, accessible, and high-quality workforce development system in the United States.
- To improve the quality and labor market relevance of workforce investment, education, and economic development and support service efforts to provide America's workers with the skills and credentials necessary to secure and advance in employment with family-sustaining wages and to provide America's employers with the skilled workers the employers need to succeed in a global economy.
- To promote improvement in the structure of and delivery of services through the United States workforce development system to better address the employment and skill needs of workers, jobseekers, and employers.
- To increase the prosperity of workers and employers in the United States, the economic growth of communities, regions, and states, and the global competitiveness of the United States.
- For purposes of subtitle A and B of title I, to provide workforce investment activities, through statewide and local workforce development systems, that increase the employment, retention, and earnings of participants, and increase attainment of recognized postsecondary credentials by participants, and as a result, improve the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet the skill requirements of employers, and enhance the productivity and competitiveness of the nation.

(2) Duration of MOU Agreement

FILED 05/17 2021
MARGIE RAMIREZ IBARRA
COUNTY CLERK, WEBB COUNTY, TEXAS
BY Road DEPUTY

The MOU Agreement will commence March 1, 2021, or upon approval of all parties, and shall terminate February 29, 2024, remaining in full force and effect unless the MOU Agreement is canceled by the parties in accordance with the terms set forth herein.

(3) Responsibilities of the Parties under this MOU Agreement

Workforce Solutions for South Texas and **Workforce Solutions for South Texas** and **Webb County** shall implement the following actions to assist local low-income, unemployed individuals aged 55+ that need to find work to access eligible services.

Actions by Both Parties:

- Participate in joint planning to identify opportunities for collaboration, coordination and to eliminate barriers to cooperation.
Coordinate to create, maintain and promote a strong referral process of individuals and/or **Workforce Solutions for South Texas** and **Webb County** program participants to each respective program;
- Utilize a formal referral form that indicates the obligation of **Workforce Solutions for South Texas** and **Webb County** and WSST to the Workforce Center participant, and as appropriate utilize real-time technology to expedite the process;
- Maintain a commitment to provide quality customer service with a customer-centered focus;
- Commit to comply with the Americans with Disability Act of 2008;
- Coordinate and collaborate to develop strategies that ensure individuals with disabilities or barriers to employment are provided appropriate services;
- Provide respective services to promote nondiscrimination and equal opportunity in compliance with Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as amended;
- Partners will ensure access and priority for services for all individuals with barriers to employment, including appropriate accessibility to buildings and technology;
- Maintain the necessary security for the confidentiality of all records and other customer information in accordance with state and federal law;
- Share case information necessary to ensure efficient and quality customer services;
- Identify professional development cross-training and capacity building opportunities to promote the understanding of policies, procedures, and automation systems affecting customer services;
- Identify, to the extent that local resources are available, opportunities at the local level to provide referrals and follow-up;
- Share relevant information and data between parties consistent with each party's individual reporting time frames.
- Promote programs focused on providing quality and high performing adult and youth services;
- Coordinate resources and programs that promote quality and high performing programs;
- Promote information-sharing, training, and coordination of activities through the development and implementation of this Agreement by co-locating each parties links to the respective websites;
- Identify barriers to coordination and work to eliminate duplication among the community partners involved in each parties services;

- Participate, if available, in joint meetings with WSST, and/or any other coordinating agencies/organizations/entities sharing the objectives of providing services to the targeted populations of the South Texas Workforce Development Area.

WSST Required Actions

- Include **Webb County** programs and services in the list of consumer services and provide outreach materials in the WSST Workforce Centers.
- Designate a point of contact to ensure a strong **WSST/Webb County** referral process;
- Communicate the conditions of the Agreement and the referral process to all workforce system partners;
- Coordinate services that offer similar or duplicate program components such as career assessments and job readiness training and case management;
- Coordinate financial resources between programs to ensure sufficient funds are available;
- Promote joint planning to streamline for efficiency and to avoid duplication.
- Provide access to current labor market information, which identifies job vacancies, the skills necessary for high growth, high demand jobs, and information on employment trends;
- Provide adaptive equipment including, but not limited to, computer hardware, software, and readers, zoom text, TDD/TTY's to provide success to data and information for people who have disabilities and who are using the services of the WSST Workforce Centers.
- WSST may refer individuals to **Workforce Solutions for South Texas** and **Webb County** for consideration of the following services:
 - Outreach to develop awareness of services available; and
 - Referral to services as needed

Webb County Risk Management Required Actions

- Deliver **Workforce Solutions for South Texas** and **Webb County** services to eligible persons consistent with the rules governing the delivery of services.
- Coordinate with WSST to provide information concerning eligibility for **Workforce Solutions for South Texas** and **Webb County** programs;
- Provide an assessment tool for referrals to be aware of eligibility requirements to **Workforce Solutions for South Texas** and **Webb County** programs;
- Designate a point of contact for interaction and coordination with the WSST Workforce Center staff to maintain a strong referral process;
- Communicate the conditions of the Agreement to all **Workforce Solutions for South Texas** and **Webb County** staff;
- Coordinate with the WSST Workforce Center staff to promote referrals of individuals and/or **Webb County** enrollees to participate in respective programs (co-enroll);
- Coordinate with local agencies to make appropriate referrals that may be able to provide assistance to participants.
- Coordinate **Workforce Solutions for South Texas** and **Webb County** staff with WSST Workforce Center staff to align systems and services that avoids duplication and supports a cross-referral process for appropriate placement in workforce system programs.

Workforce Solutions for South Texas and **Webb County** may refer individuals to WSST for consideration of the following services:

- Orientation to Workforce Center services and specialized programs (Child Care, WIOA, Choices, Supplemental Nutrition Services Employment and Training, and Trade Adjustment Act);
- Eligibility certification, assessment, and referral to services when appropriate;
- Job search assistance, classroom or on-the-job training programs as needed; and
- Any other Center services designed to attain employment.

Allocation of Costs

WSST and **Webb County** agree to assume financial responsibility for respective costs associated with the **Workforce Solutions for South Texas** and **Webb County** and WSST workforce programs. The WSST Board and **Webb County** ensure that infrastructure funding for each respective partner is done in compliance with applicable infrastructure funding guidance provided by Texas Workforce Commission. WSST workforce system and **Workforce Solutions for South Texas** and **Webb County** will be funded as follows:

- 1) WSST and **Workforce Solutions for South Texas** and **Webb County** will each provide the necessary personnel, and resources to maintain a strong referral system between the WSST Workforce Center and **Workforce Solutions for South Texas** and **Webb County** programs that aligns resources and facilitates co-enrollment of customers.
- 2) WSST and **Workforce Solutions for South Texas** and **Webb County** staff will participate in joint service delivery planning to ensure mutually beneficial program design that helps reduce waste and duplication of services, minimizes the participation burden for customers and creates seamless transitions between programs for referrals and mutual customers.
- 3) WSST and **Workforce Solutions for South Texas** and **Webb County** will provide cross-training to ensure understanding of respective programs and resources.

(5) Process to Resolve Issues When Consensus Cannot be Reached

Pursuant to the WSST Board's Grievance and Complaint Procedures, the parties hereto shall enter into mediation to resolve any dispute arising under or related to this MOU Agreement. The parties shall mutually agree on the selection of a location and independent mediator. Any judgment upon the award rendered by the mediator(s) may be entered in any court having jurisdiction thereof including the award to total remuneration received as a result of business conducted with the parties covered by this Contract. This includes any and all charges reasonable and necessary to adjudicate the controversy in addition to any and all damages deemed fair by the mediator(s).

Complaints relating to a violation of any of the legal authorities are addressed pursuant to the Board's complaint processing procedures, or the Methods of Administration approved by TWC and the Board.

Non-discrimination complaints alleging a violation of law must be initiated by filling a Grievance Information Form within 365 days of the action complained of. Non-discrimination complaints that do not allege a violation of law may be initiated by filing a Grievance Information Form within thirty (30) calendar days of

the action complained of. Correspondence regarding complaints should be directed to the attention of the Executive Director, WS South Texas Board.

(6) General Provisions

The parties understand that they must be able to fulfill its responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities and programs. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their respective performance under the terms of this Agreement.

If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

(7) Amendment or Cancellation of the Agreement

The MOU Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days written notice, except where cancellation is for cause that includes, but is not limited to, a material and significant breach of any provisions of this Agreement, when it may be cancelled upon delivery of written notice to the other party.

(8) Contact Persons

Each respective entity will appoint a contact person to serve as the point of contact. These individuals may communicate as needed and/or call meetings for any purpose. Additionally, the contract persons may propose amendments to this MOU Agreement as appropriate.

The contact person for the WSST Center is Andrea De La Garza, Project Director, and may be reached at (956) 794-6480 or at andrea.delagarza@southtexasworkforce.org and the contact person for **Workforce Solutions for South Texas** and **Webb County Risk Management** is Samantha S. Sanchez, Administrative Coordinator Risk Management and may be reached at 956-523-4142.

(9) WSST Service Area

This MOU Agreement is performable in Webb County. The validity of this MOU and all matters pertaining to the MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation of construction, shall be governed and determined by the constitution and the laws of the State of Texas.

(10) Force Majeure

Neither party is required to perform any term, condition, or covenant of this MOU, 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 reasonable within the control of such party and which by due diligence it is unable to prevent or overcome.

(11) 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 US 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, e-mail or other commercially reasonable means and will be effective when actually received. Each party can its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

WSST: Workforce Solutions for South Texas
Attn: Mr. Rogelio Trevino, Executive Director
500 E. Mann Road, Suite B5
Laredo, Texas 78041
(956) 722-3973
rogelio.trevino@southtexasworkforce.org

Webb County Risk Management

Attn: Samantha S. Sanchez, Administrative Coordinator Risk Management
1110 Washington St., Suite 204
Laredo, TX 78040
(956) 523-4142
samanthas@webbcountytx.gov

(12) 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 the MOU and performance of the functions or obligations described herein.

(13) No Waiver

No waiver of a breach of any provision of this MOU 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.

(14) No Assignment

No assignment of the MOU 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.

(15) Section Headings

The headings of sections contained in this MOU 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 MOU Agreement.

(16) Governing Law

The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas for any action under this MOU Agreement.

(17) Signatory Authority:

The parties agree this MOU Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them.

The undersigned parties bind themselves to faithful performance of this Agreement. It is mutually understood that this Agreement shall become effective March 1, 2021 or upon approval by both parties, whichever is later.

WSST

By: Mr. Rogelio Trevino

Title: Executive Director

Date:

Webb County Risk Management

By: Tano E. Tijerina

Title: Webb County Judge

Signature: 

Date:

APPROVED AS TO FORM:


Jorge L. Treviño
Assistant General Counsel
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).

Passed and approved by the Webb County Commissioners Court On April 26, 2021; item no. 17 a

ATTESTED:


Margie Ramirez-Ibarra
Webb County Clerk

