

MARGIE R. IBARRA  
COUNTY CLERK  
FILED

Memorandum of Understanding for the Federal & Texas Work-study

2021 DEC 15 PM 4:09

Program

WEBB COUNTY, TEXAS

Between Laredo College and Webb County

BY OR DEPUTY

This Memorandum of Understanding ("MOU") is hereby entered into by and between Laredo College, a member of the Laredo College System, an agency of the State of Texas (hereinafter called "Laredo College"), acting by and through its President, and Webb County, a political subdivision of the State of Texas (hereinafter called "County").

Preamble

WHEREAS, Webb County seeks the services of work-study employees from Laredo College; and

WHEREAS, Laredo College wishes to work collaboratively in preparing and providing work-study employees to the Webb County Office(s) fully paid under the Federal & Texas Work-study Funding

NOW, THEREFORE, in consideration of the premises, mutual covenants, and agreements contained herein, the parties hereto hereby agree as follows:

1. Statement of General Duties and Obligations

Laredo College Responsibilities –

- A.) Laredo College will provide full funding and pay for the student employee under the Federal & Texas Work-study Program
- B.) Laredo College will allow **three work-study positions** to work at Webb County
- C.) Laredo College will be responsible for monitoring the earned wages every two weeks (every 15<sup>th</sup> and every last day of the month)
- D.) Laredo College will assign three work-study employees to Webb County
- E.) Laredo College will allow student employees to work fifteen hours per week.

Webb County Responsibilities –

- A.) Webb County agrees to supervise the work assigned to the work-study employees

- B.) Webb County will be responsible to review and approve hours through the TimeClock Plus System for each work-study employee every week
- C.) Webb County will be responsible to monitor that the work-study employee works only fifteen hours per week
- D.) Webb County will not require the work-study employee to work during class schedule and/or examination times nor any holidays Laredo College have on scheduled.
- E.) Webb County will notify the Laredo College – Financial Aid Center – Coordinator immediately if the student employee’s performance is not satisfactory or is not reporting to work as schedule.

**2. Payment**

Laredo College will provide full payment to the work-study employees working at Webb County.

**3. Indemnification**

To the extent authorized by law, inconsideration 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 or liabilities arising solely from the negligence, acts, or omissions of the other parties employees.

**4. 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 unless the same be in writing, dated subsequent to the state to the date hereof and duly executed by an authorized representative of the parties hereto.

**5. Term, Renewal, and Termination of Agreement**

This MOU will be effective November 01, 2021 through May 06, 2021 (tentative date). 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) semester term. The parties reserve and have the right to terminate this MOU upon 90 days written notice to the other party (ies).

If 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 completing termination. During the following thirty (30) day period, the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the 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.

#### **6. Severability**

If any terms, clause or provision of this agreement is determined to be illegal, invalid, or unenforceable under present or future laws during the term of this agreement, including any renewals then it is the intent of the parties hereto that the illegal, invalid or unenforceable term, clause, or provision be removed while the remainder of this agreement shall not be affected. The parties may amend this agreement to clarify any illegal, invalid or unenforceable clause, term or provision in this agreement as may be possible to meet the original intent of this agreement.

#### **7. Non-Discrimination**

It is the policy of both parties that discrimination is prohibited. Each party shall comply with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 29 U.S.C. Section 621 et seq., as amended by the Older Worker's Benefit Protection Act of 1990 or any other federal or state law relating to discrimination in employment based upon age, or state of health by any party or their agents or employees because of race, color, sex, age, religion, disability, or national origin in relation to the performance of any obligations or duties under this agreement.

#### **8. 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 State Postal

Services, 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. The community college and contractor can change their perspective notice address by sending to the other parties a notice of the new address. Notice should be address as follows:

**To Webb County**  
Attn: Human Resources Director  
Re: MOU with LC  
1110 Washington St, Suite 204  
Laredo, Texas 78040  
Phone: (956) 523-4623  
Fax: (956) 523-5012  
Email: [ernestog@webbcountytexas.gov](mailto:ernestog@webbcountytexas.gov)

**To Laredo College**  
Attn: Steven Aguilar  
Financial Aid & Veterans Affairs Services  
Center Director  
West End Washington St.  
Laredo, Texas 78040  
Phone: (956) 721-5361  
Fax: (956) 721-5360  
Email: [steven.aguilar@laredo.edu](mailto:steven.aguilar@laredo.edu)

#### **9. Governing Law**

The validity of this agreement and all matters pertaining to this agreement, including but not limited to 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. Jurisdiction and Venue shall lie in Webb County, Texas; State District Court.

#### **10. 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, pandemic, epidemic, floods, acts of God, strikes, lockouts, material or labor restrictions by a governmental authority, civil riots, 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.

#### **11. 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 provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260 shall be use by Laredo College and Webb County to attempt to resolve any claims for breach of contract made by Webb County that cannot be resolve in the ordinary course of business. Webb County shall submit a written notice to claim of breach of contract under this Chapter to the Director of Laredo College, who shall examine Webb County's claim and any counterclaim and negotiate with Webb County in an effort to resolve the claim.

#### **12. Insurance**

The Texas Tort Claims Act, *Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021* control the liability of the Laredo College system for personal injury and property damage. The limits of liability are \$ 250,000 for each person, \$ 500,000 for each single occurrence for body 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 such as, is self-insured up to the aforementioned limits.

#### **13. Captions**

The captions contained in this agreement are for convenience of reference only and in no way limited or enlarge the terms and conditions of this agreement.

#### **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. Immunity**

Laredo College nor Webb County does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, council members, officers, employees and agents as a result of the execution of this Agreement and performance of the functions and obligations described herein.

*(Agreement Continues on the next page. This space is intentionally to be left blank)*


**17. 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, of the parties have duly approved this Memorandum of Understanding. Executed in duplicate originals on this 29<sup>m</sup> day of November 2021.

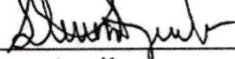
**County of Webb**

By:

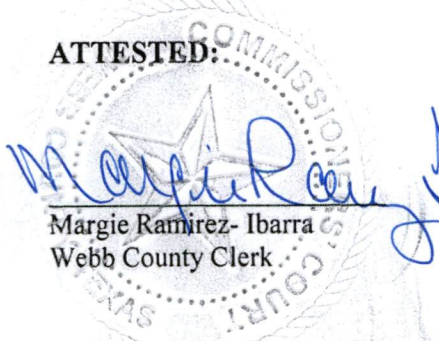
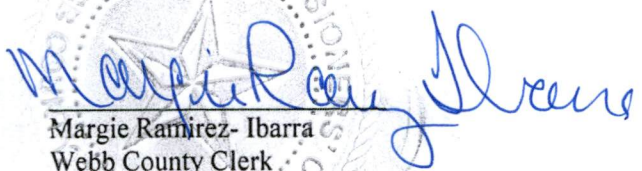
  
Tano E. Tijerina  
Hon. Webb County Judge

**Laredo College**


By:

  
Steven Aguilar  
Financial Aid & Veterans Affairs Services  
Center Director

**ATTESTED:**

  
  
Margie Ramirez-Ibarra  
Webb County Clerk

APPROVED AS TO FORM

  
Jorge L. Trevino, Jr.  
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).

Passed and approved by the Commissioners Court on December 13, 2021 Item No. 6.e.



