

**Agreement Between
Texas A&M International University And
County of Webb**

MARGIE R IBARRA
COUNTY CLERK
FILED

2023 MAY 25 PM 2:06

This Agreement is entered into by the County of Webb, a political subdivision of the State of Texas, and Texas A&M International University, a part of the Texas A&M University System and an agency of the State of Texas, ("TAMIU") located at 5201 University Boulevard, Laredo Texas 78041 each a "Party" and collectively, the "Parties."

WEBB COUNTY TEXAS
all
BY _____ DEPUTY

WHEREAS, TAMIU and County of Webb wish to work collaboratively to benefit both the TAMIU academic programs and the County of Webb employees through the Certified Public Management Programs ("CPM"):

NOW, THEREFORE, in consideration of the Parties responsibilities and agreements contained herein, the parties hereto agree to:

1. TAMIU through its Office of Continuing Education will:
 - a. Provide the Curriculum for the CPM Program (hereinafter referred to as the "CPM Program" or "Program"). The Program shall consist of an August Term and an October Term (The schedule for each follows below). Each Term will include a series of seven tracks, or courses, designed to enhance the skills, knowledge, and abilities of public and nonprofit managers;
 - b. Provide for the enrollment of the students via paper registration;
 - c. Provide the faculty: Experienced academic and practitioner faculty members engage, organize, coordinate, and teach each of the CPM courses;
 - d. Classes will meet three times a month (per track) at a facility provided by TAMIU Office of Continuing Education as per schedule;
 - e. Provide a Program that will run from the August 1, 2023 through December 31, 2024.
2. Participation in the Texas CPM Program may provide eligibility for membership in a variety of organizations such as the International City/County Management Association, (ICMA), the Texas Society of Certified Public Managers, the American Academy of Certified Public Management (AACPM), the American Society of Public Administration (ASPA) and the Texas City Management Association Texas. CPM participants may also be eligible to receive benefits from Texas A&M International University, such as NetID accounts.
3. Registration fees for the entire seven track CPM Program is \$4,865 per participant. Participant books are included. Pursuant to Section 771.007 of the Texas Government Code, TAMIU certifies that \$4,865.00 per participant is its costs of providing the CPM Program. Participants who sign up for the entire CPM Program will be guaranteed a slot in each of the seven tracks. Undergraduate and graduate academic credit is available for

eligible participants; however additional fees for academic credit will be assessed. This Program is limited to 15 participants per Term.

4. The County of Webb will pay for each participant who registers by Purchase Order and pay upon receipt of an invoice sent by TAMIU Office of Continuing Education.

August 2023 Term - County Administrators, Directors and Staff Schedule

Participants may be requested to attend an orientation prior to the start of the Program to be scheduled by TAMIU			
	Class Dates	Class Time	Class Time
Track 1: Public Personnel Administration	Friday, August 18, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Thursday, August 31, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, September 15, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 2: Managing for Quality	Friday, September 29, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, October 13, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, October 27, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 3: Organizational Communication	Friday, November 10, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, December 1, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, December 8, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 4: Public Finance and Budgeting	Friday, January 5, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, January 19, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, February 2, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 5: Productivity & Program Evaluation	Friday, February 16, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, February 23, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, March 8, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 6: Information Systems for Managers	Friday, March 22, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, April 5, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, April 19, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 7: Applied Projects Practicum	Friday, May 3, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
8 Contact Hours			
Project Practicum	Due Friday May 17, 2024		
30 Hours			
152 TOTAL CONTACT HOURS			
Graduation	June, 2024		
Lunch 12:00 – 1:00 p.m.			

October 2023 Term – County Elected Officials Schedule

Track Name	Class Dates	Class Time	Class Time
Track 1: Public Personnel Administration	Friday, October 20, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, November 17, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, December 15, 2023	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 2: Managing for Quality	Friday, January 12, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, January 26, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, February 9, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 3: Organizational Communication	Friday, March 15, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, March 29, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, April 12, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 4: Public Finance and Budgeting	Friday, April 26, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, May 10, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, May 24, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 5: Productivity & Program Evaluation	Friday, June 7, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, June 21, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, July 12, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 6: Information Systems for Managers	Friday, July 26, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
24 Contact Hours	Friday, August 9, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
	Friday, August 23, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
Track 7: Applied Projects Practicum	Friday, September 6, 2024	8:00 – 12:00 p.m.	1:00 – 5:00 p.m.
8 Contact Hours			
Project Practicum	Due September 27, 2024		
30 Hours			
152 TOTAL CONTACT HOURS			
Graduation	December 2024		
Lunch 12:00 – 1:00 p.m.			

5. Notices: Any notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of the Agreement must be in English, in writing and must be delivered only by (a) hand delivery, (b) a commercial messenger or

delivery service regularly retaining receipts for such delivery, (c) E-mail, or (d) Federal Express, Express Mail, Airborne, Emory Air, or similar air courier, to the Parties at the following addresses:

To TAMIU: Texas A&M International University
Attn: VP for Finance and Administration
5201 University Boulevard
Laredo, Texas 78041-1900

With Copy to: Texas A&M International University
Attn: Office of Continuing Education
5201 University Boulevard
Laredo, Texas 78041-1900

To: County of Webb: County of Webb
Attn: Webb County Judge
1000 Houston Street, Third Floor
Laredo, Texas 78040

6. Term: This Agreement becomes effective on the date when signed by the last party whose signing makes the Agreement fully executed and terminate on December 31, 2024 or upon participants' graduation from Program.
7. Termination: This Agreement can be terminated by either Party and shall be effective by giving the other Party at least sixty days (60) days advance written notice of its intention to terminate, provided that all participants enrolled in the Program at the time notice of termination is given shall be permitted to finish their course of study. Termination shall be without penalty. Any termination shall not affect the obligations already in progress prior to such termination.
8. Refund/Cancellation Policy: The Office of Continuing Education provides refunds for classes that are canceled or when a participant withdraws before the Program begins . If a participant withdraws before the Program begins, and a substitute participant is not designated by County of Webb or if the Program was canceled the County of Webb will be reimbursed one hundred percent (100%).
9. Withdrawal Policy: Participants may withdraw from the Program after the Program begins any time prior to the commencement of the third track. If a Participant withdraws TAMIU will retain 50% of the Registration fee and 50% will be refunded to the County of Webb provided however Participant or County of Webb must provide written notice to the Office of Continuing Education by email at ce@tamiu.edu at anytime prior to the commencement of the third track.
10. Non-Assignment. The County of Webb shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TAMIU.
11. Entire Agreement. This Agreement constitutes the entire and only agreement between

the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

12. **Representations & Warranties.** If the County of Webb is a business entity, the County of Webb warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of the County of Webb has been duly authorized to act for and bind the County of Webb.
13. **Use of Name.** Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.
14. **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.
15. **Dispute Resolution.** To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMIU and the County of Webb to attempt to resolve any claim for breach of contract made by the County of Webb that cannot be resolved in the ordinary course of business. The County of Webb shall submit written notice of a claim of breach of contract under this Chapter to TAMIU Contracts Officer of TAMIU, who shall examine the County of Webb’s claim and any counterclaim and negotiate with the County of Webb in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMIU’s sovereign immunity to suit or liability, and TAMIU has not waived its right to seek redress in the courts.
16. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with

reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

17. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TAMIU is to be in the county in which the principal office of TAMIU's governing officer is located.
18. **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.
19. **Independent Contractor.** Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by the County of Webb's service to TAMIU. Except as specifically required under the terms of this Agreement, the County of Webb (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of TAMIU or A&M SYSTEM. As an independent contractor, the County of Webb is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. The County of Webb and its employees shall observe and abide by all applicable University policies, regulations, rules and procedures, including those applicable to conduct on its premises.
20. **Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
21. **Conflict Of Interest.** The County of Webb certifies, to the best of their knowledge and belief, that no member of the A&M SYSTEM Board of Regents, nor any employee of TAMIU or A&M SYSTEM, has a direct or indirect financial interest in the County of Webb or in the transaction that is the subject of the Agreement.
22. **State Auditor's Office.** The County of Webb understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. County to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. The County of Webb will include this provision in all contracts with permitted subcontractors.

23. Confidentiality. As an agency of the State of Texas, TAMIU is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. To the extent the Agreement places any limits or restrictions on the disclosure of information that is or may be deemed by the County of Webb to be confidential, TAMIU's compliance with the terms of the Public Information Act shall not constitute a default under the Agreement.
24. Data Privacy. The County of Webb shall hold University's data in confidence. The County of Webb shall only use or disclose University's data for the purpose of fulfilling the County of Webb's obligations under this Agreement, as required by law, or as otherwise authorized in writing by TAMIU. The County of Webb shall restrict disclosure of TAMIU's data solely to those employees, subcontractors or agents of the County of Webb that have a need to access TAMIU's data in order for the County of Webb to perform its obligations under this Agreement. The County of Webb shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on the County of Webb in this Agreement.
- a. The County of Webb shall, within two (2) business days of discovery, report to TAMIU any use or disclosure of TAMIU's data not authorized by this Agreement or in writing by TAMIU. The County of Webb's report must identify: (a) the nature of the unauthorized use or disclosure, (b) TAMIU data used or disclosed, (c) who made the unauthorized use or received the unauthorized disclosure, (d) what the County of Webb has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (e) what corrective action the County of Webb has taken or will take to prevent future similar unauthorized use or disclosure. The County of Webb shall provide such other information, including a written report, as reasonably requested by TAMIU.
 - b. The County of Webb must promptly notify TAMIU of any legal request for TAMIU's data from a third party and take (and assist TAMIU in taking) appropriate steps not to disclose such TAMIU data.
 - c. Within thirty (30) days of the expiration or termination of this Agreement, the County of Webb, as directed by TAMIU, shall return all TAMIU data to TAMIU in its possession (or in the possession of any of its subcontractors or agents) or delete all such TAMIU data if return is not feasible. The County of Webb shall provide TAMIU with at least ten (10) days' written notice of the County of Webb's intent to delete such University data, and shall confirm such deletion in writing.
25. Public Information. The County of Webb acknowledges that TAMIU is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon TAMIU's written request, the County of Webb will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of

TAMIU to TAMIU in a non-proprietary format acceptable to TAMIU that is accessible by the public. The County of Webb acknowledges that TAMIU may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the County of Webb agrees that this Agreement can be terminated if the County of Webb knowingly or intentionally fails to comply with a requirement of that subchapter.

26. Prohibition Of Contracts With Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to the Agreement, the County of Webb certifies it does not and will not, during the performance of the Agreement, boycott Israel. The County of Webb acknowledges the Agreement may be terminated if this certification is inaccurate.
27. Prohibition On Contracts Related To Persons Involved In Human Trafficking. Under Section 2155.0061, Government Code, the County of Webb certifies that the individual or business entity named in the Agreement is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.
28. Certification Regarding Businesses With Certain Countries And Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the County of Webb certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The County of Webb acknowledges the Agreement may be terminated if this certification is inaccurate.
29. Records Retention. TAMIU will preserve all contacting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
30. Not Eligible for Rehire. The County of Webb is responsible for ensuring that its employees involved in any work being performed for TAMIU under this Agreement have not been designated as "Not Eligible for Rehire" as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 ("NEFR Employee"). In the event TAMIU becomes aware that the County of Webb has a NEFR Employee involved in any work being performed under this Agreement, TAMIU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMIU.
31. Prior Employment. The County of Webb acknowledges that Section 2252.901, Texas Government Code, prohibits TAMIU from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by TAMIU during the twelve (12) month period immediately prior to the effective date of the Agreement. If the County of Webb is an individual, by signing this Agreement, the County of Webb represents and warrants that it is not a

former or retired employee of TAMIU that was employed by TAMIU during the twelve (12) month period immediately prior to the effective date of the Agreement.

32. Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Agreement.
33. Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, the County of Webb certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
34. Non-Waiver Privileges and Immunities. The University is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. The County of Webb expressly acknowledges that TAMIU is an agency of the state of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by TAMIU of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of TAMIU.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the dates written below.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]


Texas A&M International

County of Webb

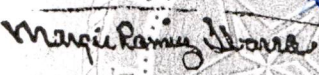
Juan J. Castillo
Digitally signed by Juan J
Castillo
Date: 2023.05.04
10:47:40 -05'00'

Name: Juan Castillo
Title: VP for Finance and Administration

Date: 5/4/2023

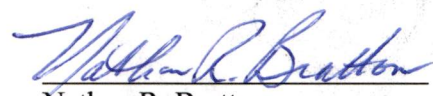

Name: Tano E. Tijerina
Title: Webb County Judge

Date: 5-22-2023

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).