

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

MARGIE R IBARRA
COUNTY CLERK
FILED

2024 MAR 21 PM 3:04

WEBB COUNTY, TEXAS

BY all DEPUTY

This Memorandum of Understanding (“MOU”) is hereby entered into and effective January 1, 2024 (the “Effective Date”), 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") and Webb County, administrative agency of the State of Texas (hereinafter called "County"). University and County are sometimes referred to as “Party” individually and as “Parties” Collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

Article 1

1.1 This Article 1 is not intended to be legally binding on either Party.

1.2 The Parties desire to (the “Purpose”)

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.*

1.3 The University wishes to work collaboratively in preparing and providing quality education and training to criminal justice and sociology students.

- 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.*

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

- 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.*

Article 2

2.1 This Article 2 is intended to be legally binding on the Parties.

2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.

2.3 The Parties anticipate that under this MOU it may be necessary for a Party (the "Disclosing Party") to transfer information of a confidential nature ("Confidential Information") to the other Party (the "Receiving Party"). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each

notice relates, delivered within thirty (30) days of the disclosure to the other Party.

1. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party.

2. The Receiving Party shall use the same reasonable efforts to protect the Disclosing Party’s Confidential Information as it uses to protect its own confidential information of a similar nature. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to its directors, regents, officers, employees, agents, consultants, advisors, or other representatives (“Representatives”) having a need to know the Confidential Information for the Purpose, provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and that the Receiving Party remains responsible for its Representatives’ compliance with such obligations.

3. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.

4. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes. The Receiving Party’s obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of three (3) years.

2.4 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 or imply an endorsement by that Party or its employees. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

- 2.5 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.6 This MOU commences on January 1, 2024, and continues through December 31, 2025 (the “Term”), unless sooner terminated as provided herein, the parties may renew for an additional two (2) one-year terms. Either Party may terminate this MOU effective upon thirty (30) days’ written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.7 Each Party shall conduct all activities in connection with this MOU in compliance with all applicable federal, state, and local laws, rules, and regulations.
- 2.8 The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, breach, remedies, procedures, rights, duties, interpretation or construction, shall be governed and determined in accordance with the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against University is to be in the county in which the principal office of University’s governing officer is located.
- 2.9 Any notice required or permitted under this MOU must be in writing and in English, and is deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. Parties can change their respective notice address by sending to the other Party 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

To: Texas A&M International University

Attn: Dr. Claudia San Miguel
Provost and VP for Academic Affairs
5201 University Blvd.
Laredo, Texas 78041-1900
Phone: (956) 326-2460
Fax: (956) 326-2459
Email: csanmiguel@tamiu.edu

- 2.10 This MOU is not intended to create a partnership or joint venture between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

- 2.11 This MOU contains the entire understanding of the Parties as to its subject matter and supersedes all other written and oral agreements between the Parties as to that subject matter.
- 2.12 This MOU is assignable only with the written consent of both Parties.
- 2.13 Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
- 2.14 Neither Party is liable or responsible to the other Party for any loss or damage or for any delays or failure to perform under this MOU due to causes beyond its reasonable control, including, but not limited to, acts of God, employee strikes, epidemics, war, riots, flood, fire, sabotage, terrorist acts or any other circumstances of like character (force majeure occurrence).
- 2.15 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. City expressly acknowledges that University is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by University of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by the Constitution and the laws of the state of Texas.
- 2.16 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).
- 2.17 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.
- 2.18 Student interns will provide their expertise at no cost to the Webb County.


Each Party enters into this MOU as of the Effective Date.

SIGNATURES IN THE FOLLOWING PAGE

TEXAS A&M INTERNATIONAL UNIVERSITY

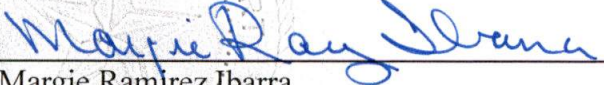
Dr. Claudia San Miguel
Provost and Vice President for Academic Affairs

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 UNDERRESIGNED 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: _____