

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING

This agreement is entered into and between the training partnership of **CC & J Group, L.L.C., DBA McAllen Careers Institute 304 S. Col. Rowe Blvd., McAllen, TX 78501**, and **Motivation Education & Training, Inc., 1600 N. Westgate, Suite 400, Weslaco, TX 78596**, (hereinafter, in training partnership, known as “Company”) and **County of Hidalgo, Texas, by and through County of Hidalgo Precinct 2, 300 West Hall Acres, Suite G, Pharr, TX 78577**, (hereinafter known as “County”).

Company will be providing vocational trade training (welding).

County agrees to the following:

1. Company AGREES TO
 - a. Provide instruction and work force training leading to the successful certification of students in the areas of:
 - i. Welding – “Flux-Core Welding Program”- 200 hours
 - b. Coordinate with training partner to ensure the provision of services to students enrolled in the program.
2. County AGREES TO
 - a. Allow the use of the Alamo Community Resource Center Park pavilion, located at 1429 South Tower Road, Alamo, TX 78516, for on-site training of the Flux-core Welding Program, scheduled from November 30, 2015 to January 12, 2016, from 8:00 a.m. to 4:00 p.m., Monday through Friday.
3. ASSURANCES
 - a. For the purpose of this agreement, the Company agrees that no service will be denied to enrolled students on the basis of race, sex, religion, color, creed, ethnic or national origin, or disability. No student will be subject to separation, segregation, special conditions, or restrictions which in any way diminish the advantages or benefits enjoyed by other.
 - b. Company shall agree to treat all students’ identifying information as confidential and under the provision of 42CFR Part 2; Texas Civil Statutes, Article 5561(h) Section 1,2,3,4, and 5,; and Texas Civil Statutes, Article 5547-300, Section 57.

4. INDEMNIFICATION:

COMPANY SHALL INDEMNIFY AND HOLD HARMLESS County, ITS ELECTED OFFICIALS, EMPLOYEES AND AGENTS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY'S FEES FOR THE DEFENSE OF ANY ACTION AGAINST COUNTY ARISING OUT OF, RESULTING FROM, OR CONNECTED WITH THE PROVISION OF THE SERVICE BY COMPANY UNDER THIS CONTRACT. SAID INDEMNITY SHALL COVER ANY ACT OR FAILURE TO ACT BY COMPANY, ITS AGENTS OR EMPLOYEES.

5. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the Commissioners' Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex.Loc.Govt.Code Ann. 271.903 (Vernon Supp. 1996).

6. IMMUNITIES

Nothing in this Agreement is intended to and County does not hereby waive, release or relinquish any right to assert any of the defenses County enjoys by virtue of the state or federal constitution, laws rules or regulations, and any sovereign, official or qualified immunity available to County as to any claim or action of any person, entity, or individual against County.

7. INDEPENDENT CONTRACTOR

It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

8. ADDITIONAL INSTRUMENTS' AND DOCUMENTS

County and Company hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

9. TERMINATION OF AGREEMENT BY NOTICE

County may terminate this Agreement, with or without reason, upon 30 days' notice by registered or certified mail, return receipt requested, addressed to Company. Company may terminate this Agreement by showing good cause and giving 30 days' notice by registered or certified mail, return receipt requested addressed to County. Notices shall be sent to the respective parties' addresses as stated in the signature lines of this agreement. The Company shall maintain a schedule of actual hours worked and a detailed report of daily activities.

This Agreement is executed in Duplicate originals, each signed copy having the full force and effect of an original this ____ day of _____.

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Ramon Garcia
Hidalgo County Judge
100 E. Cano Street, 2nd Floor
Edinburg, TX 78539

Jose Luis Adame, Executive Director
McAllen Careers Institute
304 S. Col. Rowe Blvd.
McAllen, TX 78501

Authorized Representative
Motivation Education & Training, Inc.
P.O. Box 1838
New Caney, TX 77357

Attest: Arturo Guajardo, Jr.
Hidalgo County Clerk