

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) for Training Services is entered into on January 26, 2021 by and between the Parties identified below. This MOU is made pursuant to chapter 791 of the Texas Government Code (the Interlocal Cooperation Act).

CONTRACTING PARTIES:

Receiving Party: County of Hidalgo, by and through the Hidalgo County Sheriff’s Office, a political subdivision of the State of Texas.

Performing Party: South Texas College, a political subdivision of the State of Texas and an institution of higher education.

PURPOSE:

South Texas College will issue Continuing Education Certificates of Completion to students of Receiving Party who successfully complete Receiving Party’s Basic County Corrections Course. This course is included in the Texas Higher Education Coordinating Board’s Workforce Education Course Manual.

SERVICES TO BE PERFORMED:

Parties will perform the following services (“Services”):

Prior to Training:

1. Receiving Party will provide Performing Party with Program curriculum.
2. Receiving Party will identify the employees, herein after referred to as “Trainers,” that will deliver the Program.
3. Receiving Party will provide Performing Party with Trainers’ email and Memorandum of Assignment.
4. Receiving Party will select Program participants.
5. Receiving Party will set up Program dates and times.
6. Performing Party will set up Program in the Performing Party’s registration system at zero tuition and provide course reference numbers to Receiving Party.
7. Performing Party will provide Receiving Party with blank participant registration forms.
8. Receiving Party will provide Performing Party with completed participant registration forms.
9. Performing Party will register participants.
10. Performing Party will provide Receiving Party with admission documentation to be filled out during training:
 - a. Class roster
 - b. Attendance and grades form
 - c. Satisfaction surveys
 - d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Continuing Education Certification of Completion will be issued to participants who (a) attend at least 85% of the total number of hours comprising the Program and

(b) make at least a 70 in the Program. All others will receive an unsatisfactory grade and no Continuing Education Certificate of Completion.

During Training:

11. Receiving Party will deliver Program to participating students.
12. Receiving Party will be responsible for expenses related to materials and supplies used for student training.
13. Performing Party will observe Trainers and fill out the Trainer Observation form.

At the End of Training:

14. Receiving Party will turn in admission documentation to CE Performing Party:
 - a. Class roster graded by Trainers
 - b. Attendance and grades forms
 - c. Satisfaction surveys
15. Performing Party will issue Certificates of Completion to participants based on the Grading Protocol.
16. Performing Party will file documentation for auditing purposes: trainer qualifications and admission documentation (see #14 above).

WARRANTIES:

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under Chapter 791 of the *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this MOU, and (4) the representative signing this MOU on its behalf is authorized by its governing body to sign this MOU.

Performing Party warrants that (1) it has legal authority to perform the services under authority granted in Chapter 791 of the *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this MOU; and (3) the representative signing this MOU on its behalf is authorized by its governing body to sign this MOU.

TERM:

The term of this MOU shall begin on September 1, 2020 and shall end on August 31, 2021 unless sooner terminated in accordance with the terms stated elsewhere in this MOU. The MOU may be renewed by mutual agreement of the parties.

NOTICES:

Except as otherwise specifically provided in this MOU, all notices, consents, approvals, demands, requests or other communications provided for or permitted under this MOU will be in writing and will be deemed to have been duly given or served when delivered by hand delivery, email or fax or deposited in the U.S. Mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Receiving Party: Hidalgo County Sheriff's Office
C/O J.E. Eddie Guerra, Sheriff
711 El Cibolo Road
Edinburg, Texas 78541

To Performing Party: South Texas College
C/O Dr. David Plummer, Interim President
3201 West Pecan Blvd.
McAllen, Texas 78501

TERMINATION:

If a Party materially fails to perform its duties and obligations in accordance with the terms of this MOU, the other party may terminate this MOU upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided, that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured before the end of the 30-day period.

OTHER PROVISIONS:

Governing Law. This MOU will be construed, interpreted and applied in accordance with, and governed by and enforced under, the laws of the State of Texas.

Entire Agreement. This MOU supersedes all prior agreements and discussions, written or oral, between Performing Party and Receiving Party and constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this MOU.

Loss of Funding. Performance by a party of its duties and obligations under this MOU may be dependent upon the appropriation and allotment of funds by its governing body. If a party's governing body fails to allocate the necessary funds, then the party that loses funding may terminate this MOU without further duty or obligation under this MOU.

Additional Documents: The parties hereto 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 MOU.

Assignment. This MOU is not assignable by either party.

Amendment. No Amendment, modification, or alternation of the terms shall be binding unless the same be in writing and duly executed by the parties.

Nondiscrimination. The parties agree that in the performance of their obligations under this MOU, they shall not discriminate in any manner on the basis of race, color, national origin, age, religion, sex, sexual orientation, disability, genetic information, Veterans status or gender identity as protected by federal, state or county law or in violation of any applicable policy

adopted by either party. The parties shall comply with all applicable law including, but not limited to, the provisions of Title VI of the Civil Rights Act of 1964.

IN WITNESS WHEREOF, the parties approve the execution of this MOU by a motion duly made, seconded, and adopted by the appropriate governing bodies thereof.

RECEIVING PARTY:

PERFORMING PARTY:

By: _____
Name: J.E. Eddie Guerra
Title: Sheriff

By: _____
Name: Dr. David Plummer
Title: Interim President