

MEMORANDUM OF UNDERSTANDING
Lower Rio Grande Valley Workforce Development Board
d.b.a. Workforce Solutions
And
County of Hidalgo, Texas

The following **Memorandum of Understanding** (Agreement), sets forth the terms of agreement between the Lower Rio Grande Valley Workforce Development Board d.b.a. Workforce Solutions (Board) and County of Hidalgo.

Purpose of Agreement

The purpose of this Agreement is to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to defining the manner in which the Board and County of Hidalgo will cooperate so that one Post-Secondary student can receive an internship at the County of Hidalgo.

I. Duration of Agreement

The Agreement will be effective upon signature and shall continue in effect until September 30, 2021. Any requests for amendments and/or extensions of the Agreement must be mutually agreed upon and submitted in writing. A cancellation of this Agreement can be made by either party upon thirty (30) days of a written notice, except where the cancellation is for cause such as breach of provisions of the Agreement, it may be cancelled upon delivery of a written notice to the respective party.

II. Program Description

One Intern who is a student actively enrolled at a Post-Secondary School will be placed at the County of Hidalgo for the purpose of providing technical assistance to the Economic Development department and will work in a professional fast paced environment for a total of 200 hours.

III. Responsibilities of the Parties Under Agreement

In consideration of the mutual goals of the parties to this Agreement and in recognition of the public benefit to be derived from effective implementation of the programs involved, the parties agree that their respective responsibilities under this Agreement shall be as follows:

a. The Board shall:

- i. Accept the identified referral of Intern from the County of Hidalgo with appropriate documentation (as deemed appropriate by County of Hidalgo and process documents to establish payment of stipend); Provide an orientation describing the use of documents to report internship activities inclusive of County of Hidalgo Intern Application and Policies, and for the payment of stipends;

- ii. Provide a stipend (bi-weekly) of a total of \$2,000 for 200 hours for each Intern(s) based on the documentation of participation and satisfactory performance and evaluation;
- iii. Monitor Intern(s) participation using Internship Plan to document progress on a bi- weekly basis;
- iv. Refer Intern(s) to County of Hidalgo utilizing an agreed to referral document;
- v. Pay stipends only after completion of each period (bi-weekly) of participation as defined and agreed by County of Hidalgo Internship requirements and not before;
- vi. Maintain records on performance;
- vii. Develop and execute an Intern(s) Placement agreement with County of Hidalgo; and
- viii. Comply with all federal and state laws and regulations including those laws related to the selection and compensation of Intern(s).

b. County of Hidalgo shall:

- i. Select the Intern for placement at the Economic Development department;
- ii. Provide the Internship Plan and comply with any required reporting;
- iii. Establish schedules and protocols for Intern(s) in accordance with the County of Hidalgo Intern Policies;
- iv. Coordinate with Board on the processing of documents for stipend payment;
- v. Agree to allow monitoring of Intern(s) to document progress in compliance with stipend payments;
- vi. Agree to jointly address with Board of any issues that may arise with Intern(s) participation and performance;
- vii. Comply with all federal and state laws and regulations, including the Department of Labor laws and regulations in the selection and employment of Intern(s); and
- viii. Have the sole responsibility to directly coordinate with the Intern's Post-Secondary School to obtain, complete, exchange and sign all documentation required of the Internship inclusive of compliance with V. f., below.

IV. Allocation of Costs

The parties of this agreement assume full responsibility of their respective costs associated with their performance of the terms outlined in this agreement.

V. Miscellaneous Provisions

- a. Immunities. Neither County of Hidalgo nor the Board via this agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by

the Texas Legislature in the Texas Government Code. The fact that the County of Hidalgo and Board have entered into this agreement shall not in any way, constitute a deliberate waive of immunity by either entity, which immunities are expressly reserved by both parties.

- b. No Waiver. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
- c. Liabilities. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County of Hidalgo nor the Board waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
- d. Additional Documents. The Parties agree that they will use reasonable, good faith efforts to execute any other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- e. Non-Discrimination. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or County of Hidalgo or Board policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
- f. Confidentiality. To the extent applicable, for purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the Post-Secondary School of the Intern hereby designates the Board and the County of Hidalgo as a school official with a legitimate educational interest in the educational records of the students who participate in the internship to the extent that access to the records are required by these parties to carry out the internship. The Board and County of Hidalgo agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- g. Termination. It is understood and agreed by and between the parties that the Board has the right to terminate the intern, however, the Board agrees such action will not be taken until the grievance against any intern has been discussed with the intern, and the County of Hidalgo informs the Post-Secondary School. Further, the County of Hidalgo will cooperate with the Post-Secondary School by providing information related to termination that relates to intern's participation in the program. The Post-Secondary School maintains the right to hold its students accountable for academic performance or conduct in accordance with its policies and procedures.
- h. Entire Agreement. This Agreement contains the entire understanding between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any other representation or agreement in connection with this Agreement, not specifically set forth herein. This Agreement

may be modified or amended only by agreement in writing, executed by Hidalgo County and the Board, and not otherwise.

Approved:

The undersigned parties accept the terms of this Agreement and bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties.

**Lower Rio Grande Valley Workforce
Development Board**

County of Hidalgo

Francisco Almaraz
Chief Executive Officer

Honorable Richard F. Cortez
Hidalgo County Judge

Signature Date

Signature Date