

CONTRACT TRAINING AGREEMENT
South Texas College

This **Contract Training Agreement** (“Agreement”) is made and entered into as of the 15th day of August, 2021 (the “Effective Date”) and is by and between **SOUTH TEXAS COLLEGE (STC)**, an institution of higher education authorized by the laws and Constitution of the State of Texas, and **Hidalgo County (County) by and through Hidalgo County Precinct #2**, a unit of local government in the State of Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov’t Code 791.001 et, seq., as follows:

WHEREAS, the County requires training and educational services, as more fully described in **Attachment “A,”** and STC has the expertise, resources, personnel, and experience required to provide such services;

WHEREAS, this Agreement is of mutual interest and benefit to STC and the County;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the County and STC (sometimes collectively referred to herein as the “Parties”) agree as follows:

1. Services and Fees

a. During the term of this Agreement, STC shall provide training services to the County as set forth in **Attachment “A”** (the “Services”) which is incorporated herein by reference. The Services may be modified, reduced or expanded with the advance written consent of the Parties. If there is any conflict between the terms and conditions of the Services described in **Attachment “A”** and those contained in the body of this Agreement, the terms of the Agreement shall control.

b. The County shall pay STC for the Services in accordance with the terms and conditions set forth in **Attachment “A.”**

2. STC’s Responsibilities and Representations

a. STC represents that all persons connected with STC who are directly in charge of providing the Services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

b. STC represents that to the best of its actual knowledge, as a result of providing the Services, there are no conflicts of interest between the County and any other person or entity for whom STC is providing or has provided training services. If, during the course of this Agreement, STC becomes aware of facts that constitute or may reasonably lead to a conflict of interest, STC shall promptly notify the County.

c. Except as may be expressly set forth in **Attachment “A,”** STC represents that its performance does not depend on the acquisition of rights from any third party and that the

conveyance of any deliverables described as part of the Services will not knowingly infringe on the intellectual property rights of any third party.

d. STC shall: i) designate an administrator to oversee and administer STC's performance of the Services; ii) provide one or more qualified trainers, training materials and equipment appropriate for the Services; iii) assume full responsibility for complying with the requirements of the U.S. Copyright Act with respect to any training materials provided by STC in connection with providing the Services; iv) ensure that any facilities that will be used for the Services will be open and ready for use on the date(s) and time(s) specified for the Services, if the Services will take place at STC; and v) provide certificates of completion for the participants who complete the training requirements as outlined in the Services.

3. County's Responsibilities and Representations

a. The County shall: i) designate a contact person to communicate with STC about any specific requirements of the training program for which the Services are being provided and in connection with general planning and coordination; ii) refrain from copying, reproducing, creating derivative works, publishing, or further distributing any training materials provided by STC; and iii) make all required payments to STC within 30 days of receipt of the invoice.

4. Default and Termination

a. If a party breaches this Agreement, the other party may, so long as such party has not caused the breach, terminate this Agreement upon ten (10) days written notice describing the details of the breach. The termination shall, however, not be effective if the breach is fully cured prior to the end of the ten-day period.

b. STC and County may for any reason, or no reason, terminate this Agreement at any time upon giving thirty (30) days advance written notice to the other party. If either party terminates this Agreement for convenience, it shall have no liability to the other party of any kind other than refunding any sums paid for any services that were not performed.

c. The County acknowledges and agrees that by providing the Services, STC is not making any representation or warranty concerning the County's future performance or success and that STC is not responsible in any way for the operation of the County's business.

d. If STC breaches its obligations under this Agreement, the County's sole and exclusive remedy will be limited to, at STC's option, the correction or replacement of any of the Services or to the repayment of the portion of the compensation paid by the County corresponding to the non-conforming Services. STC shall not be liable to the County for any other damages, either special, direct, indirect, incidental, consequential or otherwise, and in no event shall the liability of STC exceed the total amount paid by the County under this Agreement.

e. Neither party will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, or any other circumstances of like character.

5. Miscellaneous

- a. The relationship created by this Agreement shall be that of independent contractor. Nothing in this Agreement shall be read to make the employees or agents of either party an employee or an agent of the other.
- b. This Agreement constitutes all representations, oral and written, of the work to be performed, replaces all previous agreements, and constitutes the entire agreement between the Parties; this Agreement may be modified only in writing, signed by each party, after reasonable notice.
- c. The County agrees that STC may use the County's business name in the promotion of training services.
- d. As a public community college of the state of Texas, STC is immune from actions in tort, except those arising from the use of a motor vehicle. Nothing in this Agreement shall be interpreted to constitute a waiver of this immunity by STC or an agreement by the Parties to indemnify or hold each other harmless except as provided for in Section 3.b.
- e. This Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, successors, representatives, and assigns of the Parties, as the case may be.
- f. STC, as part of an institution of higher education and recipient of federal and state funding, is subject to federal and state civil rights laws and regulations prohibiting it from discriminating on the basis of race, ethnicity, gender, creed, age, disability or Veterans status in any program or activity of STC. This Agreement, and the Services offered pursuant to this Agreement, are subject to the provisions of those laws and regulations, and the County agrees that it will cooperate in any civil rights investigation conducted by STC or any external agency regarding the Services or STC's performance of this Agreement.
- g. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Each party submits to the exclusive jurisdiction of the courts located in Hidalgo County, Texas for the purpose of any action or proceeding brought by either of them in connection with this Agreement or any alleged breach thereof.
- h. Neither party shall assign its rights or obligations hereunder without the prior written consent of the other party. STC shall not subcontract, either directly or indirectly, any of its responsibilities hereunder without the prior written consent of the County.

IN WITNESS WHEREOF, South Texas College and Hidalgo County have executed and delivered this Agreement as of the date first above written.

(STC) SOUTH TEXAS COLLEGE:

(COUNTY) Hidalgo County:

By: _____
Dr. David Plummer
Interim President

By: _____
Richard F. Cortez
County Judge

By: _____
Olivia de la Rosa
Director

Type of Funding: *Federal* __ (if Federal funds, CFDA _____); *State* __; *Local* __; *Private* __

Upon the execution of this Agreement, please return both copies in the envelope provided for your convenience. When all signatures are obtained, one fully executed original will be returned for your records. Please mail to:

South Texas College
Department of Continuing Education
Attn. Olivia de la Rosa, Director
2621 W. Pecan Blvd.
McAllen, TX 78501
Phone (956) 872-3856
Fax (956) 872-6753

ATTACHMENT A
SERVICES AND COSTS

South Texas College will provide 40 hours of GED Training to Hidalgo County participants.

Course No. /Name:	GED Review GED Spanish
Total No. of Hours:	40 hours per group
Administrator Responsible:	Xenia Muñoz
County Contact:	Humberto Zuniga Hidalgo County Precinct 2 – Program Manager
County Billing Address:	300 West Hall Acres, Suite G Pharr, TX 78577
Dates:	August 2021 - December 2021
Time:	TBD
Location:	P2 Community Resource Center – Alamo Site 1429 S Tower Rd. Alamo, TX 78516 P2 Community Resource Center – San Juan Site 509 E Earling Rd. San Juan, TX 78589
No. of Participants:	180 minimum (divided into groups of 15)
Tuition:	\$192.00 per participant
Book:	\$25.00 per participant
Total per Participant:	\$217.00 per participant
Total Due:	\$39,060 for 180 participants

The minimum cost per group for 15 or fewer students shall remain at \$3,255.00 as the “Recovery of Cost” in order for STC to complete training for all remaining participants. Additional participants will be charged at the rate of \$217.00 per participant.