

MEMORANDUM OF UNDERSTANDING
Let's Go Texas LLC
and
WEBB COUNTY,
TEXAS

Parties

The following Memorandum of Understanding sets for the terms of agreement between the Let's Go Texas, LLC, a Texas Limited Liability Company, hereinafter referred to as "LGT," and County, a Political Subdivision of Texas, hereinafter referred to as "Partner" and the participant referred to as "customer".

Purpose

It is the purpose of this Agreement 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 LGT and optimum delivery of services benefiting selected Employment Transition Services to customers of Texas Workforce Vocational Programs aspiring to gain meaningful work experiences. As part of the Work Experience Placement Program, the Partner retains the right to accept or reject any proposed customer at any time without cause.

Assurances

A. Both parties agree to comply with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all customers in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified customers with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Texas Revised Civil Statutes Article relating to workplace confidentiality guidelines regarding AIDS and HIV.

B. Both parties agree to comply with Work Learning Programs under the Work Opportunities Act of 1996. WIOA is landmark legislation that is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers and help employers hire and retain skilled workers. A learning experience at an employer's worksite that includes all of the following elements is consistent with a learning experience under the WIOA: a planned program of job training and work experience for customers, appropriate to the customers' abilities, which includes training related to pre-employment and employment skills to be mastered at progressively higher levels that are coordinated with learning in on-site real-life learning experiences. The learning experience encompasses a sequence of activities that build upon one another, that increase in complexity and promote mastery of basic skills: the learning experience has been structured to expose the student to all aspects of an industry and promotes the development of broad, transferable skills; and, the learning experience provides for real or simulated tasks or assignments which push customers to develop higher-order critical thinking and problem-solving skills.

A customer enrolled in the work experience would not be considered an employee under the FLSA since the following criteria are met:

- the customer receives ongoing instruction at the partner's work site and receives close on-site supervision throughout the learning experience, via services provided by a contracted Employment Specialist (ESP) contracted by the Texas Workforce Vocational Program (TWC VR), with the result that any productive work that the customer would perform would be offset by the burden to the employer from the training and supervision provided; and
- the placement of the customer at a work site during the learning experience does not result in the displacement of any regular employee -- i.e., the presence of the customer at the work site cannot result in an employee being laid off, cannot result in the partner not hiring an employee it would otherwise hire, and cannot result in an employee working fewer hours than he or she would otherwise work; and
- the customer is not entitled to a job at the completion of the learning experience --but this does not mean that partners are to be discouraged from offering employment to a customer who might successfully complete the training; and
- the partner, the customer, and parent or guardian understand that the customer is not entitled to wages or other compensation for the time spent in the learning experience -- although the customer may be paid a stipend for expenses such as books or tools at the discretion of the counselor.

When all four of the above criteria are met, the partner would not be required to pay wages to a customer enrolled in a learning or work experience

C. Both parties will secure the confidentiality of records and other information relating to customer in accordance with Federal law, rules and regulations as well as applicable State laws and regulations.

II. Responsibilities of the Parties under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefit to be derived from the effective implementation of the Work Experience Training Program provided by the Work Experience Specialist of LGT, the parties agree to the following responsibilities under this Agreement:

A. Work Experience Specialist of Let's Go Texas LLC and Responsibilities include:

- (1) Complete an on-site Work Experience analysis of specific job duties in accordance with the Texas Workforce Commission - VR 1601 Work Experience Plan;
- (2) Make recommendations for any accommodations or support the customer needs; and educate the Work Experience site employees regarding any disability-related issues that may include a job skills trainer to assist with the initial work integration;
- (3) The customer's orientation to the workplace, roles, and responsibilities; and communicating expectations for job performance, behavior, and social interactions
- (4) Provide on-site Job Skills Training if needed and specified in the customer's Texas Workforce Commission- OARS 1601 Work Experience Plan. If not specified but needed a job skills trainer will also be appropriated to ensure the success of the trainee with counselor's approval.

- (5) If specified, collect all job skills training documentation provided by Job Skills Trainer on customer's progress while on job site;
- (6) Submit all required program deliverables including detailed plan, schedule, program monitoring, and employee feedback to customers designated Texas Workforce Vocational Programs Counselor.
- (7) The Work Experience Specialist will communicate via phone, in-person drop-ins, and email during the duration of the customer's Work Experience Placement.
- (8) LGT SHALL HOLD THE PARTNER, ITS OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES HARMLESS FROM LIABILITY RESULTING FROM INJURY OR ILLNESS TO LGT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES AND PROGRAM CUSTOMERS EXCEPT FOR CLAIMS RESULTING FROM TORTIOUS CONDUCT OR GROSS NEGLIGENCE OF THE PARTNER, ITS OFFICERS, REPRESENTATIVES, OR EMPLOYEES.
- (9) LGT will provide the Partner with the appropriate schedules indicating the time period during which the customers are expected to participate in the program at the Partner facility.
- (10) Criminal Background Check: LGT will inform customers that Partner may require criminal background checks for all customers, at the customer's expense.
- (11) Drug Testing: LGT will inform customers that Partner may require drug testing for all customers, at the customer's expense.
- (12) Employment verification: LGT will inform customers that Partner may require employment verification for all customers, at the customer's expense.

III. Webb County Partner Shall:

- 1. Support the Program by assisting in identifying and listing opportunities within the work site.
- 2. Participate in the Work Experience Placement Program designating duties such as: filing, inputting data, analyzing financial documents assigned, and providing the customer with opportunities to gain professional knowledge that aligns with their work experience and future employment trajectory.
- 3. Commitment to twenty (20) hours a week of work for the duration of a minimum of six (6) weeks up to eighteen (18) weeks in length at maximum. However, customers shall not work more than 20 hours per week. No compensation or payment of any kind is due to such customers by Partner and there is no employer-employee relationship between the Partner and the customer during the Work Experience Placement Program.

IV. General Provisions

The parties to the Agreement assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. In no event shall LGT be obligated to pay or reimburse any expense incurred by the partner under this Agreement.

It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provision or operating procedures.

This Agreement shall not be construed as creating an employer-employee relationship between LGT and the Partner, or the customer(s) and the Partner.

The Partner is not required to provide health services to customers or LGT, its officers, agents, representatives, or employees under this agreement except in emergency situations. The customer or LGT, its officers, agents, representatives, or employees requiring emergency care are responsible for paying the cost associated with providing such care.

The validity of this agreement and all matters pertaining thereto, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed by the Constitution and laws of the State of Texas.

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between parties respecting the subject matter.

V. Participant Release & Indemnity Form

LGT shall be responsible for: (i) requiring each customer participating in this program to execute the Release and Indemnity Form (see Appendix A), and (ii) providing the executed Release and Indemnity Form for a customer to the partner prior to starting this program.

VI. Amendments

The parties to this MOU understand that it may be necessary to amend and modify this MOU from time to time in order to address additional concerns or issues; however, no amendment, modification, or alteration of the terms of this MOU shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by both parties.

VII. Term and Termination of Agreement Period

This MOU will be effective August 12, 2024, through August 12, 2025. After this date, the MOU may be reviewed on an annual basis by both parties, and may mutually agree to renew the MOU. This agreement may be terminated by the County for its convenience upon providing thirty (30) days prior written warning notice to LGT. In the event that there is any customer participating in the program, termination pursuant to this paragraph shall not become effective until the customer completes the requirements of their agreement. However, if a customer is otherwise removed from the program for cause pursuant to this agreement, termination shall become effective on the removal date.

VIII. Contact Persons

Each entity will appoint a liaison contact person to serve as the entity's point of contact. These customers may communicate as needed and/or call meetings between the entities for any purpose.

The liaison contact person for LGT is Cecilia Aguirre Gutierrez and may be reached at 956-337-3479 or via email at Cecilia.gutierrez@letsghostaffing.com

The liaison contact person for Webb County is Maria Chavez and may be reached at (956) 523-4143 or via email at mchavez@webbcountytx.gov

Signatory Approval

The undersigned parties 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 involved.

EXECUTED and **AGREED** to as of the dates indicated below.

Cecilia Gutierrez
Let's Go Texas LLC

Date


Cecilia A. Gutierrez (Aug 6, 2024 13:18 CDT)

08/06/24

WEBB COUNTY

Date

Tano E. Tijerina
Webb County Judge

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Jorge L. Treviño
Assistant General Counsel
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).

Passed and approved by the Webb County Commissioners Court
On 2024 item No.