

MEMORANDUM OF AGREEMENT
by and between
TEXAS A&M UNIVERSITY
and
WEBB COUNTY

This Memorandum of Agreement (“MOA”) is entered into by and between, TEXAS A&M UNIVERSITY, a member of The Texas A&M University System (“A&M System”), an agency of the State of Texas, hereinafter referred to as “TAMU”, and , WEBB COUNTY, hereinafter referred to as “WEBB”. TAMU and WEBB may be individually referred to as “Party” or collectively referred to as “Parties.”

WHEREAS, TAMU and WEBB worked cooperatively on the development of a Community Resource Center owned by and benefiting the residents of WEBB; and

WHEREAS, TAMU occupies office space within the Community Resource Center (Guadalupe & Lilia Martinez Nutrition Center) located at 8116 State HWY 359, Building C Laredo, Texas 78043 for which WEBB does not assess any rent or other fees; and

WHEREAS, it is deemed in the best interest of both Parties that the Parties enter into a mutually satisfactory agreement to share custodial expenses in this Community Resource Center; and,

NOW THEREFORE, based on the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, have agreed as follows:

1. Overview and Purpose

WEBB agrees TAMU may occupy space in the Community Resource Center in Laredo, Texas and given TAMU serves the residents of WEBB, WEBB further agrees it will not assess any rent, utilities or common area maintenance costs to TAMU. TAMU is responsible for paying certain costs such as custodial and security systems only for the space TAMU occupies but these costs will be paid directly to respective providers.

2. Duration of the MOA

2.1. Term:

This MOA will become effective upon the date of last signature and shall have a term of five (5) years unless terminated by either Party. Term shall begin October 1, 2024- Sept. 30, 2029.

2.2. Termination of the MOA:

This MOA may be terminated by either Party at any time prior to the expiration of the MOA provided written notice is given to the other Party ninety (90) days in advance.

3. Modification

This MOA may be modified by prior mutual written consent of the Parties. However, such modifications shall not retroactively alter the terms or conditions in force in such ways as to jeopardize the successful completion of existing activities.

Independent Contractor. Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by WEBB's service to TAMU. Except as specifically required under the terms of this Agreement, WEBB (and its representatives, agents, employees, and subcontractors) will not represent themselves to be an agent or representative of TAMU or the A&M System. As an independent contractor, WEBB is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers' compensation insurance. WEBB and its employees shall observe and abide by all applicable TAMU policies, regulations, rules and procedures, including those applicable to conduct on its premises.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. TAMU and WEBB can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

TAMU:

TEXAS A&M UNIVERSITY
Colonias Program
8116 State Hwy 359, Building C,
Laredo, TX 78043
Attention: Eva López, Ph.D.
Telephone: 210-305-5660
Email: elopez1@tamu.edu

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

WEBB:

WEBB COUNTY

1000 Houston St. 3rd Floor

Laredo, Texas 78040

Attention: Webb County Judge Tano E. Tijerina

Telephone: 956-523-4600

Email: judge_tano@webbcountytexas.gov

4. Other

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

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

4.2. Venue. Pursuant to Section 85.18(b), *Texas Education Code*, mandatory venue for all legal proceedings against TAMU is to be in the county in which the principal office of TAMU's governing officer is located.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and WEBB to attempt to resolve any claim for breach of contract made by WEBB that cannot be resolved in the ordinary course of business. WEBB shall submit written notice of a claim of breach of contract under this Chapter to the [[Dispute Resolution Officer]] of TAMU, who shall examine WEBB's claim and any counterclaim and negotiate with WEBB in an effort to resolve the claim. This provision and nothing in this Agreement waives TAMU's sovereign immunity to suit or liability, and TAMU has not waived its right to seek redress in the courts.

Conflict of Interest. WEBB certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of TAMU or the A&M System, has a direct or indirect financial interest in WEBB or in the transaction that is the subject of this Agreement.

Certification Regarding Boycotting Israel. To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, WEBB certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. WEBB acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. WEBB represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. WEBB acknowledges this Agreement may be terminated immediately if this certification is inaccurate.

Involvement in Human Trafficking. TAMU cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, WEBB certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Not Eligible for Rehire. WEBB is responsible for ensuring that its employees involved in any work being performed for TAMU under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event TAMU becomes aware that WEBB has a NEFR Employee involved in any work being performed under this Agreement, TAMU will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU.

The undersigned Parties bind themselves to the faithful performance of this MOA.

TEXAS A&M UNIVERSITY

WEBB COUNTY

Signature

Signature

Name

Name

Title

Title

Date

Date