

**MEMORANDUM OF UNDERSTANDING
(STATUTORY PARTNERSHIP AGREEMENT)**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the _____ day of _____, 2024, by and between WEBB COUNTY, TEXAS (“Webb County”), a political subdivision of the State of Texas, 1000 Houston Street, Laredo, Texas 78040, and acting through its Commissioners Court, and the Laredo-Webb Neighborhood Housing Services, Inc. DBA NeighborWorks Laredo (“NeighborWorks Laredo”), a nonprofit organization situated in Webb County, Texas, 216 Bob Bullock Loop, Laredo, Texas, and acting through its Chief Executive Officer and its Board of Directors. Webb County and NeighborWorks Laredo are collectively referred to as “Parties” and individually referred to as a “Party” under this MOU.)

RECITALS:

WHEREAS, Webb County and NeighborWorks Laredo, in order to facilitate the efficient provision of hydro panel systems in the colonias adjacent to Hwy 59 and in La Presa, and to further promote clean drinking water in Webb County, are interested in applying for the Environmental and Climate Justice Community Change Grants Program through the Environmental Protection Agency (EPA) (“Project”); and

WHEREAS, Webb County will act as the Lead Applicant and NeighborWorks Laredo will act as the Statutory Partner in this Project; and

WHEREAS, Webb County is responsible for the overall management, performance, oversight, and reporting responsibilities under the grant, and for making subawards to Collaborating Entities; and

WHEREAS, Webb County will be responsible for the receipt of federal funds from the U.S. Environmental Protection Agency (“EPA”) and in the proper expenditure of these funds and will bear liability for unallowable costs; and

WHEREAS, Webb County is currently seeking a grant from the EPA in the amount not to exceed Four Million Dollars (\$4,000,000.00) to fund the procurement and installation hydro panel systems for 500 homes in the colonias adjacent to HWY 59 and in La Presa.

NOW THEREFORE, Webb County and NeighborWorks Laredo agree as follows:

Section 1. Recitals. The Recitals stated in this MOU are incorporated by reference and made part of this MOU for all intents and purposes.

Section 2. Purpose. The purpose of this MOU is to establish the framework for the funding, documentation, and approval of the Parties’ agreement relating to the Project.

Section 3. General Scope of the Project. Webb County, through the applicable county procurement process for public work projects and in compliance with the Environmental and Climate Justice Community Change Grants Program, shall undertake the purchase and installation of hydro panel systems for 500 homes in the colonias adjacent to HWY 59 and in La Presa. Project activities include Procurement, Installation, and Administration of said Project as identified by Webb County.

Section 4. Project Budget. The Project Budget and expected costs for the Webb County Colonias EPA Clean Drinking Water Project are the following:

Project Cost	Total
Personnel (NGO Staff)	\$124,985.12
Travel	\$2,414.00
Equipment	\$2,636,400.00
Supplies	\$6,700.00
Contractual	\$1,075,402.00
TOTAL	\$3,385,901.12

Section 5. Statement of Financing and Financial Responsibility. Subject to the Funding of this Project by the Federal Government pursuant to a US Environmental Protection Agency Grant should not exceed the amount of Four Million Dollars (\$4,000,000.00).

Section 6. Development. The Project will be developed as outlined in this Section 6.

- A. *Management and Implementation.* Webb County will be responsible for all management and implementation tasks associated with this grant including activities within the Scope of Work (not outlined for NeighborWorks Laredo) and the oversight of plans, specifications, and design of the Project. Webb County will also be responsible for compliance and legal issues, and managing risks associated with the project.
- B. *Marketing, Community Engagement, and Pre-Install Coordination.* NeighborWorks Laredo will be responsible for the Marketing of the Project which includes the advertising, distribution of flyers, PSAs, and Social Media promotion of the Project. NeighborWorks Laredo will also coordinate at least 2 town hall meetings, will manage application in-take for qualifying homes, and will go out with the provider of the hydro panels to individual homes for ongoing Project communication.

Section 7. Term. This MOU shall be effective upon execution by both Parties and shall not continue beyond five (5) years from the date written above.

Section 8. Replacement of Statutory Partner. Webb County will solicit a new Statutory Partner through a Request for Proposal process, which will identify all roles and activities required by the Project established here within. The new Statutory Partner will be required to meet or exceed the previous partner's expertise, experience, knowledge, and qualifications relevant to this Project when responding to the solicitation. The new selected Statutory Partner will be subject to approval by an authorized EPA official pursuant to 2 CFR 200.308(c)(6).

Section 9. Post-Award. If the proposed application is selected for award, Webb County will enter a subaward that complies with the subaward requirements in the grant regulations at 2 CFR 200.331 and in EPA's Subaward Policy and related guidance and that contains all relevant terms and conditions established within the grant guidance.

MISCELLANEOUS

- A. Severability. If any term of this MOU is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.
- B. No Remuneration. Except as provided in this MOU, no Party shall be entitled to compensation from another Party by way of salary, overhead, or otherwise for time and/or efforts expended pursuant to this MOU or in furtherance of the Hydro Panel Project undertaken pursuant to this MOU.
- C. No Individual Authority. Except as provided in this MOU, or unless delegated or authorized in accordance with this MOU, no Party has any authority to act for, or undertake or assume any obligations or responsibility on behalf of any other Party. Each Party agrees to be responsible for any and all claims, losses, costs (including attorneys' and professional fees in reasonable amounts) liabilities, damages, fines, and penalties (collectively, "Claims") arising out of or in connection with such Party's unauthorized actions.
- D. No One Responsible for Others' Commitments. Except as provided in this MOU, no Party shall be responsible or liable for any obligation of any other Party incurred either before or after the execution of this MOU, other than those joint responsibilities or liabilities undertaken in accordance with this MOU or any other agreement relating to this Road Improvement Project that the Parties may separately authorize or execute.
- E. No Partnership or Joint Venture. The Parties are neither legal partners nor joint venturers, and this MOU does not create the legal relation of partners or joint venturers

among or between the Parties. Each Party is acting independently, is obligated to separately account for its respective activities for tax and other purposes, and expressly disclaims any fiduciary duty to the others.

F. Amendments. Except as provided in this MOU, this MOU may not be amended without unanimous consent of the Parties.

G. Notices. Any notice, consent, or approval given hereunder shall be sent to the representatives identified herein (1) by e-mail and by deposit in the United States mail, certified mail first class delivery return receipt requested, or (2) by personal delivery. The representatives and/or addresses set forth herein may be changed at any time by any Party by written notice to the other Parties.

For Webb County: Tano E. Tijerina
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

For NeighborWorks Laredo: Elizabeth Alonzo-Villarreal
Chief Executive Officer
216 Bob Bullock Loop
Laredo, Texas 78043

IN WITNESS THEREOF, Webb County and NeighborWorks Laredo have caused this instrument to be duly executed on the day and year first written above.

Webb County:

NeighborWorks Laredo:

Tano E. Tijerina

Elizabeth Alonzo-Villarreal

Date: _____

Date: _____

ATTEST:

Margie Ramirez-Ibarra
Webb County Clerk