MEMODANDUM OF UNDERSTANDING (MOU) BETWEEN LAREDO-WEBB NEIGHBORHOOD HOUSING SERVICES, INC. DBA NEIGHBORWORKS, LAREDO AND WEBB COUNTY REGARDING THE IMPLEMENTATION OF A SMALL DOLLAR LOAN PROGRAM FOR WEBB COUNTY EMPLOYEES

The following memorandum of understanding sets forth the terms of agreement for cooperation with regard to the small dollar payday loan program (Program) wherein Laredo-Webb Neighborhood Housing Services, Inc. dba Neighborworks Laredo (Local Lender), a domestic non-profit corporation, will provide services for the benefit of Webb County (Employer) employees.

WHEREAS, the County, through its Commissioner's Court, has determined that the implementation of the Program would stimulate business and commercial activity.

WHEREAS, Local Lender provides a lower-cost alternative to high-cost payday loans, auto title loans, pawn shops, signature loan outlets, and other small loan services.

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE 1
RESPONSIBILITIES

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The initial appointees of each organization are:

	LOCAL LENDER	**EMPLOYER**
Contact	Arturo Herra, CFO	Monica C. Flores
Address	216 Bob Bullock Loop, Laredo, Texas 78043	1110 Washington St., Ste. 305, Laredo, Texas 78040
Phone	956-712-9100	956-523-4000
Email	aherrera@nwlaredo.org	mcflores@webbcountytx.gov

Employer's Responsibilities

Employer shall provide timely employment verification for employees who apply for a loan.

Employer shall set up payroll deduction for each employee that has elected such option in the loan application process for the repayment of the loans funded pursuant to the Program

Employer shall promptly notify all eligible employees that the Program is available to employees along with information on how to apply for a loan.

Local Lender's Responsibilities

Local lender shall make an initial presentation to employees about the Program at Employer's place of work.

Local Lender shall provide assistance setting up, monitoring, and evaluating the Program through the Program's software products and support.

Local Lender shall provide technical assistance in accessing required information related to the Program.

Local Lender shall maintain a valid and active license in compliance with the regulations listed in Chapter 342 of the Texas Finance Code and Chapter 83 of the Texas Administrative Code.

Responsibilities of Both Parties:

Initial meetings will be held between Parties to review implementation of this agreement and to establish policy directives as appropriate.

Parties agree that the Employer will not be financially responsible for the repayment of any loan made by Local Lender to Employer's employees.

Parties agree that the Employer will not be beneficiary, nor profit directly or indirectly from the loan payments deducted from employee's payroll and transferred to Local Lender; It is understood between the parties that Lender shall be solely responsible for all aspects of the implementation of the program, except for the payment of any amounts due to lender by borrower under the terms of the program as set out herein.

Parties agree not to share employee information with unaffiliated third parties.

Confidentiality: parties agree not to use or release any reports, data, or other information identifying applicants or persons, except with the prior written approval such applicant or person served and in accordance with the consumer rules and regulation and where applicable, federal and state laws and regulations. Such information shall be use only to assure proper administration, planning, coordination, and monitoring of performance under this Agreement.

Parties agree that the MOU may be amended on the initiative of either the Local Lender or the Employer by submitting a proposed amendment in writing to the other party and agreement of that party to the amendment.

ARTICLE 2
COST ALLOCATION/RESOURCE SHARING

Local Lender will be responsible for preparation of the loan documents and for administrative and overhead expenses incurred by Local Lender. Local Lender shall be responsible for submitting all necessary progress reports to its Board of Directors or other governing body and shall track all expenditures, for provision of the necessary checks and balances.

ARTICLE 3
MODIFICATION/TERMINATION

This MOU constitutes an agreement between the parties hereto. This MOU may be modified only by mutual written consent of the parties, pursuant to the issuance of a written amendment, signed and dated by the parties.

Either party to this MOU may terminate its participation in this MOU by providing at least 30 days prior to written notice of intent to terminate. In such case, termination by one or more of the parties to this MOU does not alter any surviving terms or obligations of the other party tot his MOU.

ARTICLE 4
DISCLAIMER

Employer shall not be deemed an agent of Local lender, and there is no joint venture formed between Local Lender and Employer.

ARTICLE 5
NO ASSIGNMENT

No assignment of the MOU or of any duty or obligation of performance hereunder shall be made in whole or in part by any party without the prior written consent of all parties hereto.

ARTICLE 6
GOVERNING LAW

The parties consent irrevocably to the sole and exclusive jurisdiction and venue of the courts of Webb County, Texas for any action under this MOU agreement.

ARTICLE 7
TERM

This MOU will automatically terminate within five (5) years of its implementation. Written consent of both parties is required to extend the MOU in five year increments.

ARTICLE 8
AUTHORIZATION

The parties agree this MOU Agreement constitutes the entire and exclusive agreement of the parties and supersedes all previous communications, representations or agreements, either oral or written, between them.

The undersigned parties bind themselves to faithful performance of this Agreement. It is mutually understood that this agreement shall become effective upon the date of the last signature on this agreement.

[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]

EXECUTED this __________ day of _________________ 2025.

WEBB COUNTY

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Tano E. Tijerina
Webb Count Judge

LOCAL LENDER

____

Elizabeth Alonzo-Villarreal
Chief Executive Officer

ATTEST:

____

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

____

Jacquelyn O. Trevino
Assistant General Counsel
Webb County 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).