

Memorandum of Understanding (MOU)
Between
Workforce Solutions for South Texas and Webb County Community Action Agency

The following Memorandum of Understanding sets forth the terms of agreement for collaboration between Workforce Solutions for South Texas (WSST) and Webb County for the benefit of the Webb County Community Action Agency (CAA).

(1) Purpose of the Memorandum of Understanding

It is the purpose of this MOU 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 a participant referral process that will expand the availability of additional support services to participants enrolled in workforce programs and for general job seekers receiving employment services in our service delivery area.

(2) Duration of MOU Agreement

The MOU Agreement will commence on December 1, 2025, or upon approval of all parties, remaining in full force and effect unless the MOU Agreement is canceled by the parties in accordance with the terms set forth herein. The parties to this agreement reserve the right to modify the scope, direction, structure, and content of this agreement based on legislative changes, local board directives, funding availability, or other circumstances as warranted and agreed upon by the parties.

(3) Responsibilities of the Parties under this MOU Agreement

In consideration of the mutual aims and objectives of the parties to this agreement and in recognition of the public benefit to be derived from effective implementation of the services involved, the parties agree that their responsibilities under this agreement are as follows:

Both Parties Agree to the Following Responsibilities and Obligations:

- Participate in joint planning to identify opportunities for collaboration;
- Coordinate to create, maintain, and promote a strong referral process of individuals;
- Maintain a commitment to provide quality customer service with a customer-centered focus;
- Share relevant information and data between parties consistent with each party's individual reporting time frames;
- Maintain the necessary security for the confidentiality of all records and other customer information in accordance with state and federal law;
- Coordinate and collaborate to develop strategies that ensure individuals with disabilities or barriers to employment are provided appropriate services; and
- Comply with the Americans with Disabilities Act 2008

WSST Agrees to the Following Responsibilities and Obligations:

- Designate a point of contact to ensure a strong WSST/CAA referral process;
- Promote joint planning to streamline the efficiency of service delivery to avoid duplication;
- Refer program participants to CAA for possible assistance/eligibility determination with utilities, food, and other services available through their programs

- Include CAA information in the list of consumer services and provide information about the program in the Workforce Center
- Include CAA in the list of agencies participating in the Interagency Referral Form

CAA Agrees to the Following Responsibilities and Obligations:

- Designate a point of contact for interaction and coordination with the WSST Workforce Center staff to maintain a strong referral process;
- Refer program participants to WSST for possible assistance with employment services such as job search, job readiness workshop, Work In Texas registration, resume building, and other related services
- Refer program participants to WSST for possible eligibility determination for paid work experience or training/certification opportunities available through WSST programs
- Include WSST information in the list of consumer services and provide information about the program in the CAA office.
- Refer program participants to WSST using the Interagency Referral Form.

Non-Discrimination and Equal Opportunity

The parties to this Agreement shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment or applicant on the basis of: race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, sex stereotyping, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, veteran's status, or on the basis of any other classification protected under state or federal law.

(4) Allocation of Costs

WSST and CAA agree to assume financial responsibility for respective costs associated with their programs. WSST and CAA ensure that infrastructure funding for each respective partner is done in compliance with applicable infrastructure funding guidance provided by the Texas Workforce Commission. WSST workforce system and CAA will be funded as follows:

- 1) WSST and the CAA will each provide the necessary personnel and resources to maintain a strong referral system between the WSST Workforce Center and the CAA that aligns resources and facilitates enrollment of customers.
- 2) WSST and the CAA staff will participate in joint service delivery planning to ensure mutually beneficial program design that helps reduce waste and duplication of services, minimizes the participation burden for customers, and creates seamless transitions between programs for referrals and mutual customers.
- 3) WSST and the CAA will provide cross-training to ensure understanding of respective programs and resources.

(5) Indemnification

TO THE EXTENT ALLOWED BY LAW, THE WSST WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE COUNTY AND THE COUNTY'S OFFICERS AND EMPLOYEES FROM ALL CLAIMS OF PROPERTY DAMAGE, PROPERTY LOSS, PERSONAL INJURY, DEATH, ILLNESS, INTELLECTUAL

PROPERTY RIGHT INFRINGEMENT, REGULATORY COMPLIANCE RELATED TO THE WSST AND/OR WSST'S EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, INVITEES, OR LICENSEES ACTIONS OR OMISSIONS. THE OBLIGATION UNDER THIS SECTION REMAINS IN EFFECT FOR ALL CLAIMS ARISING DURING THE TERM OF THIS CONTRACT.

WSST shall make the indemnity requirement of this Article a requirement of any subcontracts where the subcontractor is providing any of the services required under this Agreement. In any such subcontract, in addition to the CAA being an indemnitee, WSST shall also be named as an indemnitee.

(6) Disputes

The parties agree to cooperate with each other in good faith to resolve all disputes arising under the Agreement.

(7) General Provisions

The parties understand that they must be able to fulfill their responsibilities under this Agreement in accordance with the provisions of the law and regulations that govern their activities and programs. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. The parties assume full responsibility for their respective performance under the terms of this Agreement.

If at any time either party is unable to perform its functions under this Agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other party to establish a date for resolution of the matter.

(8) Amendment or Cancellation of the Agreement

The MOU Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by either party upon 60 days written notice, except where cancellation is for a cause that includes, but is not limited to, a material and significant breach of any provisions of this Agreement, when it may be canceled upon delivery of written notice to the other party.

(9) Contact Persons

Each respective entity will appoint a contact person to serve as the point of contact. These individuals may communicate as needed and/or call meetings for any purpose. Additionally, the contracting parties may propose amendments to this MOU Agreement as appropriate.

The contact person for WSST is Patricia Barrera, Project Director, and may be reached at (956)794-6521 or via e-mail patricia.barrera@southtexasworkforce.org. The contact person for the CAA is Aldofo Gutierrez, Social Services Manager, and may be reached at (956)523-4560 or via e-mail adoqutierrez@webbcountytx.gov.

(10) WSST Service Area

This MOU Agreement is performable in Webb County. The validity of this MOU and all matters pertaining to the MOU, including but not limited to matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation of construction, shall be governed and determined by the constitution and the laws of the State of Texas.

(11) Force Majeure

Neither party is required to perform any term, condition, or covenant of this MOU, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, pandemic, or other similar occurrence, the cause of which is not reasonable within the control of such party and which by due diligence it is unable to prevent or overcome.

(12) Notices

Any notice required or permitted under this MOU must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the US Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, e-mail, or other commercially reasonable means and will be effective when actually received. Each party can give its respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

WSST: Workforce Solutions for South Texas
Attn: Mr. Rogelio Trevino, Executive Director
500 E. Mann Road, Suite B5
Laredo, Texas 78041
(956) 722-3973
rogelio.trevino@southtexasworkforce.org

Webb CAA: Webb County Community Action
Attn: Guillermo Walls, Executive Director
Address: 111 Camino Nuevo Rd. Hwy 359
Laredo, TX 78040
(956)523-4177
gwalls@webbcountytx.gov

(13) No Waiver of Immunity

Neither party waives nor relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of the execution of the MOU and performance of the functions or obligations described herein.

(14) No Waiver

No waiver of a breach of any provision of this MOU shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

(15) 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.

(16) Section Headings

The headings of sections contained in this MOU are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this MOU Agreement.

(17) Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law principles that would require the application of the laws of any other state. Venue for any action brought hereunder (including any action in federal court) will be exclusively. 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.

(18) Signatory Authority:

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 on December 1, 2025, or upon approval by both parties, whichever is later.

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

BY WEBB COUNTY,

Hon. Tano E. Tijerina
Webb County Judge

Date

Workforce Solutions for South Texas

Webb County Community Action Agency

Rogelio Trevino, Executive Director

Guillermo Walls, Executive Director

Date

Date

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, Texas
On 2025 item No.