

MEMORANDUM OF UNDERSTANDING
between the
UPPER RIO GRANDE WORKFORCE DEVELOPMENT BOARD, INC.
and
CANUTILLO INDEPENDENT SCHOOL DISTRICT

The following Memorandum of Understanding (MOU) sets forth the terms of agreement between the **Upper Rio Grande Workforce Development Board, Inc.**, hereinafter referred to as “**URGWDB**”, and the **Canutillo Independent School District** hereinafter referred to as the “**CISD**”, with regard to in-kind contribution use and occupation of CISD premises by URGWDB for the provision of establishing a workforce career center. This MOU outlines the responsibilities and commitments of the above-referenced parties, hereinafter sometimes referred to as “**Agreeing Parties**”, to support the creation of a workforce career center during the term of this agreement.

I. Purpose of Agreement

It is the purpose of this Agreement to establish a working relationship between the parties to work together in the spirit of cooperation and open communications, consistent with law, with the primary goal of providing workforce services to the surrounding community.

URGWDB is a non-profit entity established to act as an arm of the State of Texas to carry out the regional governmental functions of workforce development in the six counties of far West Texas. URGWDB will use the classroom to provide its governmental function to include overseeing integrated workforce training, education and related services, and workforce development programs for the area.

URGWDB’s use of the CISD facilities made the subject of this MOU will be defined a controlled by a separate facilities use agreement that will be designated as Exhibit “A” to this MOU.

II. Duration of Agreement

The term of this Agreement shall be from **October 21, 2013** through **September 31, 2015**. All renewals are at the discretion of the involved parties and must be in writing and signed by both parties. This agreement is in effect until the agreement is otherwise terminated or modified pursuant to the provision contained herein.

This term is subject to the separate facilities use agreement designated as Exhibit “A” to this MOU.

III. Premises Description and Use

The classroom is located at the “Old” Canutillo Elementary School building at 7000 5th Street, Canutillo, TX. The use and occupation of the classroom shall be subject to the general supervision and approval of CISD. The classroom is on the first floor of the

“building and is approximately 36 X 33 feet in dimension with designated classroom #135.

URGWDB will utilize the classroom as follows:

- assign four staff to the classroom at the Canutillo building, 5 days per week.
- make the classroom accessible to the general public Monday through Friday from 8:00 am to 5:00 pm.
- connect customers to workforce services and programs
- provide supportive services as needed and if qualify for workforce programs
- conduct job readiness workshops
- provide job search and placement assistance
- assist with preparing resumes
- identify training and educational opportunities for qualified customers
- conduct and coordinate one community based job fair
- host stakeholder’s meeting
- host job fairs and employer events.

IV. Rent Not applicable

(Usage of premise is provided to URGWDB at no-cost by CISD.)

In no event, except as may be provided in a Supplemental Agreement, shall any party be obligated to pay or reimburse any expense incurred by another party under this Agreement.

V. General Provisions

It is understood by the parties that each shall fulfill its responsibilities under this Agreement in accordance with the provisions of laws and regulations governing their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. 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 to establish a date for mutual resolution of the conflict and/or termination of this Agreement.

VI. Responsibilities of the Parties under the Agreement

The **URGWDB** shall:

- Exercise due diligence in keeping the premise and office property in quiet , good order and in a clean condition.
- Assume all costs for renovating the premise to suit the operational requirements of the career center. All proposed renovations must be approved by CISD prior to the modifications.
- Acquire and maintain property and liability insurance in an amount deemed adequate for the premise and URGWDB owned equipment. CISD shall be named as an additional insured on any such policy.

- Provide proof of insurance to CISD.
- Provide internet and telephone service and equipment to conduct business activities.
- Install its own telecommunication network and firewall independent from existing CISD network.
- Place a sign on building similar in design to existing signs on building.
- Provide advance notice when the use of the cafeteria space is needed to conduct large scale events such as job fairs, orientations, forums and meetings.
- URGWD agrees, to the extent permitted by law, to indemnify and hold CISD harmless from any and all claim(s), liability or causes of action of any nature whatsoever that arise from or relate to the facilities identified herein and made the subject of this Agreement.

The **CISD** shall:

- Provide access to the premises during the business hours of 8:00 am to 5:00 pm Monday through Friday.
- Provide access to the cafeteria for job fairs, community forums and meetings.
- Furnish all customary and necessary utilities to the premises including, but not limited to, electricity, water, sewerage, gas, heat and air conditioning.
- Provide basic janitorial services to the unit.
- Provide access to the telecommunication room.
- Paint classroom to the specifications provided by URGWDB. URGWD will reimburse CISD for the cost of painting, including labor and materials.
- Provide three copies of keys to the classroom.

The parties agree that CISD and URGWDB are both performing governmental functions in connection with this Agreement, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of CISD or URGWDB, which, in any way, pertains to or arises out of this Agreement falls within the definition of governmental function. By entering this Agreement, neither CISD nor URGWDB intends to waive immunity or to expand any existing waiver of immunity, of any kind or nature, to suit or liability.

VII. Modification and Termination

This Agreement may be amended at any time in writing by mutual consent of all parties. The Agreement may be canceled by either party upon forty-five (45) days' written notice to the other party except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this Agreement). If cancellation is for cause, it may be canceled upon delivery of written notice to the other party.

VIII. Contact Representatives

Each party shall appoint a contact person to serve as the agency's point of contact who will communicate, as needed, to ensure the success of the joint venture. The following are the individuals designated as representatives for each agency.

For MOU issues/concerns:

Upper Rio Grande WDB

Muriel Borders
Contracts Administrator
300 E. Main, Ste. 800
El Paso, TX 79901
915-887-2220
muriel.borders@urgjobs.org

Canutillo ISD

Dominic Padilla
Director of Facilities & Transportation
7710 Cap Carter
Canutillo, TX 79835
915-877-7444
dpadilla@canutillo-isd.org

For IT specific issue/concerns:

Alex Hernandez, Network Engineer
300 E. Main, Ste. 800
El Paso, TX 79901
915-887-2123
alexander.hernandez@urgjobs.org

Tony Flores, Technology Director
7965 Artcraft
El Paso, TX 79932
915-877-7474
tony.flores@canutillo-isd.org

IX. Authorized Signatures

It is expressly acknowledged by the Parties hereto that this Agreement is not intended to grant control or right of control over any of the party's professional judgment or actions outside of this Agreement. Nothing in this Agreement shall be construed to create an employer/employee relationship or to allow any party to this Agreement the right to exercise control or direction over the manner or method by which the other party provides the services that are not made part of this Agreement.

**Upper Rio Grande
Workforce Development Board****Canutillo Independent School District**

Lorenzo Reyes
Chief Executive Officer

Date

Dr. Pedro Galaviz
Superintendent of Schools

Date