

4-6

Memorandum of Understanding
Concho Valley Workforce Development Board
And Tom Green County Library

The following Memorandum of Understanding (the Agreement) sets forth the terms of agreement between the Concho Valley Workforce Development Board (the Board) and the Tom Green County Library with regard to the STEAM Committee's Earth Day STEM Career and Technology Fair.

- 1) **Purpose:** To establish a cooperative and mutually beneficial relationship between parties and to set forth the relative Texas Workforce System Services responsibilities of the parties insofar as they relate to planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act, Supplemental Nutrition Assistance Program, Choices, career services, and other applicable programs.
 - a) **Program Description:** The parties agree that their responsibilities under the Agreement shall be as follows:
 - i) **Tom Green County Library**
 - (1) *Coordinate with the Board in providing program information, resources, and opportunities for area residents.*
 - (2) *Actively advertise and recruit participants for the Earth Day Career and Technology Fair.*
 - (3) *Create opportunities for Earth friendly STEM employers, educators, and organizations to engage with the community to promote environmentally friendly career and education options.*
 - (4) *Construct and document a mobile technology piece that demonstrates the confluence of technology, environmentalism, and career education through STEM application. This unit will be mobile and available to check-out to educators and organizations.*
 - ii) **Concho Valley Workforce Development Board**
 - (1) *Coordinate information and resources*
 - (2) *Promote joint planning in order to streamline an efficient STEM Career and Technology Fair*
 - (3) *Actively recruit employers to participate in the Earth Day Career and Technology Fair*

- 2) **Relationship of the Parties:** The Parties shall act as independent entities and neither Party shall act as agent for or partner of the other Party for any purpose whatsoever, and the employees of one shall not be deemed the employees of the other.
- 3) **Scope of the agreement:** This agreement shall relate only to the agreed to mutual efforts being pursued by the Parties in collaboration as it relates to the STEAM Committee's Earth Day STEM Career and Technology Fair.
- 4) **Performance:** Each Party shall execute its duties and responsibilities as directed by its charter and governing bodies and will agree to mutually collaborate on the Earth Day STEM Career and Technology Fair that is of interest to both Parties. Neither Party will be the prime or subcontractor of the other nor will either party have responsibility for executing the other party's duties or responsibilities regardless of the program or initiative being mutually collaborated on.
- 5) **Costs:** Any costs, expenses, or liabilities caused by or arising out of this Agreement, its implementation, amendment, or expansion, shall be borne by each Party separately and individually and neither Party shall be liable nor obligated to the other for any such costs, expense, or liability, except to the extent that such costs, expense, or liabilities are reimbursed, paid or provided for under a mutually agreed to statement of work between the Parties.
- 6) **Termination of Agreement:** This agreement shall automatically expire under the occurrence of any of the following events, whichever shall first occur:
 - a) The elapsing of twelve (24) months from the date of this Agreement.
 - b) Either Party may terminate this Agreement at any time without prior notice, without assuming any liability, in order to avoid or mitigate any actual or perceived Conflicts of Interest that may arise during the period of performance of this agreement and any amendments thereto.
 - c) Either Party may terminate this Agreement for any reason by notifying the other of intent to terminate 30 days prior such termination.
- 7) **Commitments:** Nothing in this Agreement shall grant to either party the right to make commitments of any kind for on behalf of the other Party without prior written consent of the Party.
- 8) **Assurances:** Each party to this agreement assures that it abides by Title VI, 42 U.S.C. Section 2000d et seq., and specifically Section 188 of the Workforce Innovation and Opportunity Act of 2014; Title IX of the Education Amendments Act, Title II of the American with Disabilities Act (as amended), Section 504 of the Rehabilitation Act and the Age Discrimination Act.
- 9) **Governing Law:** This Agreement shall be interpreted in accordance with, and governed by, the substantive laws of the State of Texas.

10) Severability: In the event any portion of this Collaboration Agreement is deemed invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining portions of this Collaboration Agreement shall remain in full force and effect.

11) Approval: The undersigned parties bind themselves to the faithful performance of this Agreement. It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Concho Valley Workforce Development Board

By: Quinda Feil-Duncan

Printed Name

Date

3/8/2019

By:

Signature

36 E. Twohig Ave. #805, San Angelo, TX 76903

Address

Executive Director

(325) 655-2005 Ext. 301

Title

Phone Number

Tom Green County Library

By: Stephen Floyd

Printed Name

Date

March 19, 2019

By:

Signature

Address

11.3 W. Beauregard
San Angelo, TX 76903

County Judge

Title

Phone Number

325-653-3318