

AMENDMENT MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is by and between the County of Llano, Texas and Workforce Network, Inc.

WHEREAS, Llano County is a political subdivision of the State of Texas, and

WHEREAS Llano County has the authority pursuant to the Constitution, the Government Code, and the Labor Code to provide for public assistance for governmental functions including workforce development and providing for employment training services to the citizens of Llano County, Texas and

WHEREAS Llano County desires to provide a physical space at the Llano County Community Center located at 2249 W. Ranch Road 152, Llano, Texas 78643, and the adjoining parking lot to train Llano County citizens or citizens that live in or work in Burnet or Blanco County, through programs, and

WHEREAS Workforce Network, Inc. has provided information that it is a not-for-profit, 501(c)3 entity dedicated to workforce development of the various building trades, healthcare industry and transportation industry and through targeted training that supports the needs of workers and the local employers, and as such are the regular activities of the organization qualifying for an exemption from federal income tax under Section 501(c)3, Internal Revenue Code of 1986, as amended, and as it is organized and as such is allowed under Sec. 791.013 to provide these services as it derives 50 percent or more of its gross revenues from grants, funding, or other income from political subdivisions, economic development entities or counties, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. TERM:

The duration of this Agreement is for a term commencing on July 1, 2023 and expiring at midnight on **September 30, 2027**. This Agreement may be extended with no renewal fee, consistent with a separate and specific agreement, and in consideration of the mutual covenants contained herein.

2. RELATIONSHIP OF THE PARTIES; NOTICE TO PARTIES:

The parties intend that Workforce Network, Inc., in performing services specified in this agreement, shall act as an independent contractor, and shall have control of its work and the manner in which it is performed. Neither Llano County, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other.

Any Notice to Llano County shall be sufficient if made or addressed to the Office of the County Judge, County of Llano, Texas at 801 Ford Street, Room 101, Llano, Texas 78643.

3. ENTIRE AGREEMENT:

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. The venue shall be in Llano County, Texas. This Agreement contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect except in a subsequent modification in writing signed by both parties.

4. STATEMENT OF WORK:

Workforce Network, Inc., hereafter WNI, will provide for Llano County citizens the services below:

WNI shall conduct plumbing, electrician, and other building skilled trade instruction in accordance with the policies and standards of the education provider overseeing the training program.

WNI shall conduct commercial driving instruction, in accordance with the policies and standards of the education provider overseeing the training program.

WNI shall conduct, as needed, and warranted, bookkeeping, accounting, IT and other finance related instruction, in accordance with the policies and standards of the education provider overseeing the training program.

WNI shall conduct, as needed and warranted, healthcare instruction, in accordance with the policies and standards of the education provider overseeing the training program.

WNI shall conduct outreach services to trades contractors and builders to participate in an employer coalition to mitigate the shortage of skilled tradesmen and to encourage their qualified adult apprentices to enroll in the training program.

WNI shall promote the program to the general public throughout Llano County and regions contiguous to Llano County to recruit adult workers and jobseekers interested in entering the above-described instruction.

WNI shall collaborate with Workforce Solutions Rural Capital Area Workforce Center, Llano Community Resource Center, and other support agencies and nonprofits for referrals of candidates.

WNI will facilitate participant enrollment of Llano citizens and payment for tuition, books, and fees to the education provider, and shall ensure that

all expenses for facility upgrades, utility costs, workshop supplies, apprentice registration fees and supportive services are paid promptly.

WNI will maintain direct contact with participants before, during and after the training to track employment, licensing, and assist with job placement and other appropriate services.

Further, WNI will assure, by way of a written record, that all session participants have vacated the building prior to leaving and locking the building after each session.

WNI shall provide a list of instructors and employees authorized to access the Llano County Community Center for purposes of supplying, preparing, and conducting the training program.
WNI shall leave the Llano County Community Center as found after each class, cleared of all supplies and equipment used during the class.

WNI shall pay a total cost for utilities to the Llano County Community Center as invoiced when utilized.

WNI shall store all equipment and supplies used for classes on the premises in a space appointed by Llano County Community Center.

WNI will provide a report to the Llano County Judge on a semi-annual basis.

Llano County shall provide the services below:

Llano County shall grant WNI, as a Licensee, together with students in the program and authorized guests necessary for WNI to perform its obligations hereunder (such as third party instructors or guest speakers), access to and use of the Llano County Community Center and parking lot, free of charge, to conduct the above-described instruction, dates and times mutually agreed upon with the Llano County Community Center Board throughout the term of the Agreement. To the extent permitted by applicable law, Llano County grants such access "AS IS" and without warranty as to the condition of the Llano County Community Center property, fixtures, and/or improvements.

Llano County shall provide internet service to the Llano County Community Center.

Llano County agrees that no part of the tuition or any other academic fee charged or collected by WNI from students will be shared with Llano County.

Llano County will specify a space, at least 12 feet x12 feet, within the Llano County Community Center for WNI to store instructional equipment and supplies between classes.

Llano County acknowledges and agrees to WNI's authority to remove from the premises any student and/or instructor not complying with WNI's policies and procedures.

To the extent permitted by applicable law, Llano County agrees to release, hold harmless, defend, and indemnify WNI including attorney's fees and costs, for any and all acts by Llano County employees or agents that result in any grievance, claim, or lawsuit against WNI.

5. COMPLIANCE WITH STATE LAW:

WNI and Llano County agree and acknowledge that this Memorandum of Agreement is for a governmental function and that it is authorized under the Texas Constitution, Government Code, Labor Code, and the Local Government Code, and that this agreement is intended to comply therewith, and that the funds will be spent only for purposes authorized by those chapters. Texas law shall apply to this Memorandum of Agreement, and jurisdiction and venue for any suit or dispute arising hereunder shall be set in the court of competent jurisdiction located in Llano County, Texas. WNI and Llano County both acknowledge that the performance of this Memorandum of Agreement is subject to appropriation of funds to support such performance by the Llano County Commissioners Court. In the event that such funds are not appropriated, either party hereto may terminate this Memorandum of Understanding upon thirty (30) days' written notice. In such event, WNI shall be compensated for all services performed up until the last date for which funds were appropriated.

6. CONFIDENTIALITY OF INFORMATION:

All application information submitted is subject to and will be handled in accordance with the Texas Public Information Act, Government Code, Chapter 552. This Act allows the public to have access to information in the possession of a governmental body. Therefore, any confidential or proprietary information contained within, and application must be clearly identified by the Applicant in the application itself. Proprietary information identified by the Applicant in advance will be kept confidential by the Agency to the extent permitted by state law. In the event that either party hereto receives a public information request that would apply to confidential or proprietary information of the other party, the party receiving such request shall promptly notify the other party of such request in order to allow the owner of the confidential or proprietary information to request a ruling from the Office of the Texas Attorney General.

7. ASSURANCES/ DISCLOSURES:

WNI assures that grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation. (WIOA §181(d)(1) and (d)(2), 29 U.S.C. § 2931(d)(1) and (d)(2);

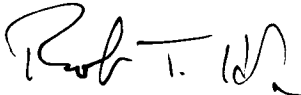
WNI assures compliance with Texas Government Code, Chapter 2264;

WNI assures activities will be in compliance with the Financial Manual for Grants and Contracts.

It is expressly provided that WNI will indemnify and hold Llano County harmless for any of its acts, either by negligence or intentional torts, and that Llano County does not accept any responsibility for the negligence of WNI personnel or any of its actions. None of the actions or non-actions of WNI are governed by the Commissioners' Court. Nothing in this Agreement shall require Llano County or the Commissioners' Court to renew this Agreement.

Agreed to by:

Fay Crider, President/CEO
Workforce Network, Inc.



Rob T. Hardy
Llano County Judge

Date

4/13/2026

Date