

# City Council

200 North Brazil

## Special Meeting

Los Fresnos, TX 78566

<http://citylf.cloudaccess.net/en/>

### ~ Agenda ~

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Tuesday, May 21, 2019

1:00 PM

City Hall

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**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF LOS FRESNOS PURSUANT TO CHAPTER 551, TITLE 5 OF THE TEXAS GOVERNMENT CODE, THE TEXAS OPEN MEETINGS ACT, WILL MEET ON TUESDAY, MAY 21, 2019 AT 1:00 PM AT CITY HALL, 200 NORTH BRAZIL ST, LOS FRESNOS, TX 78566.**

#### **1. CALL TO ORDER**

2. Invocation and Pledge of Allegiance

#### **2. ACTION ITEMS**

1. Consideration and ACTION to approve a Memorandum of Understanding with Cameron County Education Initiative, Inc. and Los Fresnos Community Development Corporation.
2. Consideration and ACTION to approve repairing & paving alleys behind businesses and the entrance to the Post Office as approved by the Los Fresnos Community Development Corporation.

#### **3. VISITORS REMARKS-TO SPEAK YOU MUST SIGN IN WITH CITY SECRETARY PRIOR TO THE MEETING AND YOU HAVE A LIMIT OF 3 MINUTES TO SPEAK.**

#### **4. ADJOURNMENT**

This is to certify that I, Jacqueline Moya, posted this agenda on the front bulletin board of the City Hall on May 16, 2019 on or before 5:30 p.m. and it shall remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Jacqueline Moya, City Secretary

Persons with any disabilities that would like to attend meetings must notify City Secretary 24 hours in advance so that the City can make arrangements for that disabled person.

**City Council**  
200 North Brazil  
Los Fresnos, TX 78566

Meeting: 05/21/19 01:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 3054)**

DOC ID: 3054 A

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**Consideration and ACTION to approve a Memorandum of Understanding with Cameron County Education Initiative, Inc. and Los Fresnos Community Development Corporation.**

The CDC Board approved this on Monday May 6. As part of our training program we are proposing to initiate, Cameron County Education Initiative, CCEI will be the entity providing the instruction. This agreement covers them doing that. This was approved at the Council meeting on May 14 but there was concern because the agenda item had the language of council instead of corporation. This will resolve that concern.

I recommend approval.

## Memorandum of Understanding

This contract is entered into and between **Cameron County Education Initiative, Inc. 3140 E. Ruben Torres Blvd., Brownsville, TX 78526** (hereinafter known as “Service Provider”) and Los Fresnos Community Development Corporation (LFCDC).

SERVICE PROVIDER is (Licensed by Texas Workforce Commission). SERVICE PROVIDER is in business of providing vocational trade training as a non-profit school committee to providing debt-free education, training and career preparation programs to the citizens of Cameron County.

### 1. SERVICE PROVIDER AGREES TO

- a. Provide instruction and work force training leading to the successful certification of students in the areas of:
  - i. National Center for Construction Education and Research (NCCER) Core Training (72 hours)
  - ii. National Center for Construction Education and Research Carpentry (NCCER) Level 1 (150 Hours)
- b. Provide qualified instructors to instruct and train students and prepare them for the end of course exam and Certification at CCEI and at site designated by the City of Los Fresnos.
- c. Coordinate with City personnel to ensure the provision of services to students enrolled in the program.

### 2. LFCDC Personnel agree TO

- a. Issue partial or full payment to SERVICE PROVIDER upon enrollment of students in order to optimize services to students.

### 3. FINANCIAL REIMBURSEMENT

- a. For the above mentioned services, LFCDC agrees to pay the SERVICE PROVIDER the following amounts for each student:
  - i. NCCER Core Course– Total Cost, \$ 1,200.00 (per student) X 20 = 24,000.00
  - ii. NCCER Carpentry Level 1- Total Cost \$3,000 (per student) X 10 = 30,000.00

$$24,000.00 + 30,000.00 = \$ 54,000.00$$

### ASSURANCES

- b. For the purposes of this agreement, the SERVICE PROVIDER agree that no service will be denied to referred students on the basis of race, sex, religion, color, creed, ethnic or national origin, or disability. No student will be subject to separation, segregation, special conditions, or restrictions which in any way diminish the advantages or benefits enjoyed by others.
- c. SERVICE PROVIDER and LFCDC agree to treat all students’ identifying information as confidential and under the provision of 42 CFR Part 2; Texas Civil Statutes, Article 5561(h) Section 1,2,3,4, and 5; and Texas Civil Statutes, Article 5547-300, Section 57.

### 4. STATUS AS INDEPENDENT CONTRACTOR

- a. It is agreed by both parties that the SERVICE PROVIDER only provides a service to referred students and will not be considered an employee of the LFCDC for any purpose. It is also agreed and understood that the SERVICE PROVIDER is not entitled to benefits by LFCDC to its employees, including but not limited to health insurance, workers’ compensation, unemployment insurance, and pension plans.

### 5. INDEMNIFICATION

- a. SERVICE PROVIDER shall indemnify and hold LFCDC, its directors, officers, agents and employees, harmless against any and all claims, demands, damages, liabilities and costs, including attorneys' fees, incurred by students which directly or indirectly result from, or arise in connection with, any NEGLIGENT ACT or OMISSION, GROSS NEGLIGENCE or INTENTIONAL ACT of SERVICE PROVIDER, his agents, officers, or employees pertaining to their activities and obligations under this agreement.
- b. Nothing in this agreement is intended to be a waiver, release or relinquishment of any right to assert any of the defenses LFCDC enjoys by virtue of the state or federal constitution, laws, rules, or regulations, and any sovereign official or qualified immunity available to LFCDC, as to any claim or act any person, entity, or individual, including SERVICE PROVIDER, executes or performs against LFCDC.

6. TERMINATION OF AGREEMENT BY NOTICE

LFCDC may terminate this Agreement, with or without reason, upon 24 hours' notice by registered or certified mail, return receipt requested, addressed to SERVICE PROVIDER. SERVICE PROVIDER may terminate this Agreement by showing good cause and giving 30 days' notice by registered or certified mail, return receipt requested, addressed to PREMIER HS. Notices shall be sent to the respective parties' addresses as stated in the signature lines of this agreement. If this agreement is terminated under this clause, LFCDC shall only be liable for payment under the paragraph "FINANCIAL REIMBURSEMENT" and as calculated under said paragraph based on the prorated days of services actually provided to the effective date of termination. The SERVICE PROVIDER shall maintain a schedule of actual hours worked and a detailed report of activities.

- a. This Agreement is executed in Duplicate Originals, each signed copy having the full force and effect of an original this \_\_\_\_ day of \_\_\_\_\_.
- b. This agreement will commence on \_\_\_\_\_, 2018 and expires 1 year after this date on \_\_\_\_\_ 2019.

\_\_\_\_\_  
 Mark W. Milum  
 General Manager  
 Los Fresnos Community Development Corporation  
 200 North Brazil  
 Los Fresnos, Texas 78566

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 Dr. Rita Hernandez, President  
 Cameron County Education Initiative, Inc.  
 3140 E. Ruben Torres Blvd.  
 Brownsville, TX 78526

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200 North Brazil  
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Meeting: 05/21/19 01:00 PM  
Department: City Secretary  
Category: Agreement  
Prepared By: Jacqueline Moya  
Initiator: Jacqueline Moya  
Sponsors:

**SCHEDULED**

**ACTION ITEM (ID # 3053)**

DOC ID: 3053 A

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**Consideration and ACTION to approve repairing & paving  
alleys behind businesses and the entrance to the Post Office  
as approved by the Los Fresnos Community Development  
Corporation.**

On May 6 the CDC Board approved paying \$36,882.50 for the projects listed to be completed. This will be a tremendous benefit for these businesses but primarily for our residents and visitors that will be spending money in these establishments in these areas creating sales tax for the City and the CDC. They have adequate funds to pay for this project.

I recommend approval.

## PAVING PROJECTS

\$ 4,400.00 Widening Entrance Opening Off Ocean Boulevard

\$11,555.25 Behind Julia's Restaurant (Alamo to Brazil)

\$ 6,742.50 Behind Circle K (Arroyo to Alamo)

\$ 816.00 Behind Circle K (Alley to Fifth)

**\$23,513.75 Sub-Total of Immediate Needs**

\$13,368.75 Behind Mario's & Phone Company (Pita to Arroyo)

**\$36,882.50 Sub-Total of Immediate Needs Plus Mario's & Phone Company**

\$28,800.00 Behind Abby's Bakery to Subway (Nogal to Fresno)

**\$65,682.50 Grand Total of All**