



Memorandum of Understanding

Workforce Solutions Cameron and Los Fresnos Community Development Corporation and Texas Southmost College

The following Memorandum of Understanding (the "Agreement") sets forth the terms of agreement for cooperation between Cameron Works Inc. d/b/a Workforce Solutions Cameron ("WFS Cameron"), Los Fresnos Community Development Corporation ("LFCDC"), and Texas Southmost College in Brownsville ("TSC").

I. Purpose of Agreement

The purpose of this agreement is to establish clear unambiguous communications and collaborations between WFS Cameron, LFCDC, and TSC for the implementation of a High Demand Occupation Training Grant Training Program in Pipefitting and Patient Care Technician Training in the Los Fresnos area. This program will prepare youth and adults for participation in the Healthcare and Construction Industries by increasing their occupational skills, resulting in improved long-term employability, increased employment and earnings, reduced welfare dependency, and it enhances the overall quality of life in our community.

WFS Cameron, LFCDC, and TSC will maintain the confidentiality of information that comes under their control with respect to this Agreement or the program consistent with applicable provisions of the Federal Freedom of Information and Privacy Acts.

This Agreement is intended to comply with LFCDC's requirements under the Texas Development Corporation Act, including with respect to providing job training.

II. Duration of Agreement

The Agreement shall commence on January 2, 2026, and shall remain in full force through April 30, 2027, or until it is canceled by the parties in accordance with the terms set forth in Section VIII.

III. General Provisions

It is understood by the parties that each should fulfill its responsibilities under this Agreement in accordance with the provisions of law and regulation which govern their activities. Nothing in this Agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any 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 parties to establish a date for mutual resolution of the conflict.

IV. Responsibilities of the Parties Under Agreement

In consideration of the mutual aims and desires of the parties to this Agreement and in recognition of the public benefits to be derived from effective implementation of the programs involved, the parties agree that their responsibilities under this Agreement shall be as follows:

A. WFS Cameron shall provide the following services:

- Refer customers who potentially meet the eligibility criteria for the proposed Patient Care Technician and Pipefitter Training Program Level I & Level II at TSC in Brownsville (herein recognized as the training provider partner of LFCDC), utilizing the appropriate workforce referral form;
- Display and disseminate TSC Patient Care Technician and Pipefitter Training Programs outreach materials to interested customers;
- Accept participant referrals from TSC for HDJT Training Services, as funding permits;
- Provide an overview to TSC Patient Care Technician and Pipefitter Training staff on the WFS Cameron program requirements, as needed;
- Provide a total of \$142,000 in High Demand Occupations Grant funding to Texas Southmost College for training funds to pay for tuition costs for up to half of the 84 total individuals to be enrolled in any of the following training programs: Pipefitting Level I, Pipefitting Level II or Patient Care Technician programs. The training programs to be funded by TWC grant funds may be used to assist any eligible trainee residing in Cameron County.
- Provide WIOA support services to participants in the training programs identified in Section I of this Agreement who are deemed WIOA-eligible under program guidelines.
- Provide Personally Identifiable Information (PII) to Texas Southmost College, and Los Fresnos Community Development Corporation on customers/participants being provided shared/co-enrolled services for a more streamlined and efficient workforce development system.

B. Los Fresnos Community Development Corporation shall:

- Negotiate and enter into a separate agreement(the "LFCDC MOU") with Texas Southmost College (TSC) to provide scholarships to fund training in Pipefitting Level I, Pipefitting Level II, and Patient Care Technician programs for Los Fresnos area individuals interested in obtaining these credentials to secure permanent high wage employment.
- Provide a total of \$150,000.00 in funding to Texas Southmost College (TSC), the LFCDC MOU, which TSC must use for scholarships to pay for tuition costs of 42 trainees to be enrolled in either the Pipefitter Training Level I, Pipefitter Level II, and/or Patient Care Technician (as outlined in Budget). These LFCDC-funded scholarships may be used to support the training

needs of ONLY Los Fresnos residents.

C. TSC through its Training Programs shall provide the following:

- Operate and deliver a Pipefitting Training Program for Los Fresnos area residents, including delivering Patient Care Technician, Pipefitter Training Level I and/or Pipefitter Training Level II at its facilities with qualified instructors and required materials, in accordance with this MOU and the LFCDC MOU.
- Use the funds provided by LFCDC, exclusively to provide scholarships to train 42 eligible Los Fresnos residents who enroll in the TSC training programs.
- Upon project implementation, cohorts of new students will be enrolled throughout the term of this grant award, beginning in March 2026.
- After grant period, continue offering training in Patient Care Technician, Pipefitting Level I and Pipefitting Level II to individuals interested in obtaining an industry recognized credential to secure self-sufficient employment.
- Accept and enroll participants referred to the Patient Care Technician and Pipefitting Level I or Level II training program.
- Refer to WFS Cameron customers in need of services provided by WFS Cameron, utilizing the appropriate referral form.
- Display and disseminate WFS Cameron outreach materials to interested customers.
- Provide TSC outreach materials or other program materials to WFS Cameron for display and dissemination to interested customers.
- Provide an orientation to WFS Cameron staff on the Patient Care Technician and/or Pipefitting Training Program Level I and Level II.
- Provide Los Fresnos Community Development Corporation with quarterly employment and progress reports of Los Fresnos students for two years following graduation.
- Provide direct administrative management and oversight of the High Demand Occupation Grant Project.
- Meet or exceed an 85% job placement rate performance target of participants after training, in the field for which they were trained. For the avoidance of doubt, to meet the performance target, at least 85% of each cohort of participants enrolled in the program must be so employed within three (3) months of the end of the cohort's training.
- Comply with all applicable state and federal reporting requirements.
- Cause TSC's Workforce Training and Continuing Education (WTCE) to submit quarterly reports within 10 days of the end of each quarter during the term. A final report is due

within 15 days of the end of the term of this MOU. TSC shall, also comply with any additional reporting or audit requirements in the Los Fresnos CDC MOU.

- Upon request, will provide monthly financial and programmatic progress reports to WFS Cameron and LFCDC by the 10th day following the end of each month of the project through April 2027, beginning January 1, 2026, by using report forms provided by WFS Cameron.
- Maintain accurate books and records related to the program and the scholarship funding for at least four (4) years after final closeout (or longer if required by law).
- Provide LFCDC, WFS Cameron, and their designees reasonable access, during normal business hours, to inspect and audit such records and assist with any audit by LFCDC, WFS Cameron, and their designees.

V. Allocation of Costs

WFS Cameron and TSC each assume full responsibility for their respective costs associated with their performance of the terms of this Agreement. For the avoidance of doubt, LFCDC has no responsibility for any costs associated with this Agreement or the program other than with respect to, and limited to, the funding referenced in the second bullet point under Section IV.B above.

VI. Subcontracts

All subcontracts or other agreements entered into by a party to fulfill the purpose of this Agreement must require the subcontractors or other parties to fulfill the requirements described in Section IV of this Agreement.

VII. Reasonable Accommodations

WFS Cameron and TSC are committed to ensure reasonable accommodations are made with all customers, upon request, in compliance with the Americans with Disability Act Amendments Act of 2008, as per Texas Government Code, Chapter 2264.

VIII. Assurances

With respect to a Party's responsibilities pursuant to this Agreement:

- All parties to this agreement ensure that HDJT Grant funds will not be used to encourage or induce relocation or for customized or skill training or related activities after relocation. (WIOA Sec. 181 and 29 USC 3241(d)).
- All parties to this Agreement specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

- TSC and WFS Cameron agree to establish and maintain a procedure for grievance and complaints. The process for handling grievances and complaints is applicable to trainees, customers, and partners. These procedures will allow anyone filing a complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. TSC and WFS Cameron further agree to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible. LFCDC agrees to cooperate with such procedures to the extent they concern LFCDC.
- Each Party will ensure that the collection and use of any information, systems, or records that contain PII, and other personal or confidential information will be limited to purposes that support the programs and activities described within this Agreement and will comply with applicable law.
- All parties understand that any deletions, amendments, and/or changes to this MOU, must be made in writing and approved by all parties before changes can be implemented.
- All parties to this agreement ensure compliance with the Financial Manual for Grants and Contracts (FMGC) in all expenditures and financial reporting.
- All parties to this agreement assure that HDJT grant funds requested by the WFS Cameron will be matched with LFCDC leveraged funds of cash or expenditures for training costs that are allowable on a dollar-for-dollar basis. Nothing in this provision requires LFCDC to make any expenditure or allocate any funds other than as set forth in the second bullet point of Section IV.B.
- All parties assure that they will comply with Texas Government Code, Chapter 2264.
- WFS Cameron and TSC assure that they will comply with Texas Education Code Section 51.3525.
- Parties to this agreement assure that they will support the provision of high demand job training in accordance with the responsibilities set forth in this Agreement.
- LFCDC shall have the right to audit or cause to be audited the records of any party receiving LFCDC funds under this Agreement, to ensure compliance with the terms of this Agreement and applicable law. All parties agree to cooperate fully with any such audit.
- Nothing contained in this Section is intended to cause one party to be responsible for the acts or omissions of another party hereto, including any other party's compliance with the assurances set forth herein.
- All Parties expressly agree to abide by all applicable Federal, State, and local laws and regulations regarding confidential information, including PII from educational records, such as but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as any applicable State and local laws and regulations.

In addition, in carrying out their respective responsibilities, each Party shall respect and abide by the confidentiality policies and legal requirements of all of the other Parties.

IX. Limitation of Liability.

In no event shall LFCDC be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or relating to this Agreement, even if advised of the possibility of such damages. LFCDC's total liability under this Agreement shall not exceed the amount of funds specified in the second bullet point of Section IV.B.

TSC retains full liability for the operation of the training programs.

X. Amendment or Cancellation of Agreement

This Agreement may be amended at any time in writing and by mutual consent of the parties. The Agreement may be canceled by a party upon thirty (30) days written notice to the other parties, except where the cancellation is for cause, i.e., a material and significant breach of any of the provisions of this Agreement. Upon termination, the parties shall cooperate to ensure an orderly wind-down of activities and return of any unexpended funds, consistent with applicable law. For the avoidance of doubt, no such termination shall relieve a party of the obligation to use funds provided to it by another party hereto in accordance with the terms of this Agreement.

XI. Governing Law

This MOU shall be governed by and construed under the laws of the State of Texas. Venue for any disputes shall lie in Cameron County, Texas.

Approved:

It is mutually understood that this Agreement shall not become effective until approved by all parties involved.

Cameron Works Inc. d/b/a Workforce Solutions Cameron

Signed by:



By: Rafael Vela, Chief Executive Officer

April 6, 2026

Date

Los Fresnos Community Development Corporation



By: Mark Milum, General Manager

4/11/26

Date

Texas Southmost College



Jesús Roberto Rodríguez (Feb 3, 2026 13:15:06 CST)

By: Dr. Jesús Roberto Rodríguez, President

02/03/2026

Date

