

STATE OF TEXAS

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COUNTY OF FORT BEND

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**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
COLLABORATION PARTNERSHIP BETWEEN FORT BEND COUNTY AND THE
LITERACY COUNCIL OF FORT BEND COUNTY**

THIS ADDENDUM ("Addendum") is entered into by and between **Fort Bend County**, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein on behalf of the Fort Bend County Libraries ("FBC Libraries,"), and the **Literacy Council of Fort Bend County**, ("the Literacy Council"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, County has determined that the exploration of establishing a cooperative relationship between County and the Literacy Council will be beneficial to Fort Bend County residents and desires to enter into this Memorandum of Understanding; and

WHEREAS, County has accepted the Literacy Council's Memorandum of Understanding ("MOU"), which is attached hereto as Exhibit "A," and is incorporated by reference, subject to the changes herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the following changes are incorporated as if a part of the original Memorandum of Understanding:

1. **Current Revenues.** It is specifically understood and agreed that County has not allocated any funds for the services to be provided pursuant to this MOU and has no obligation to make payments hereunder. Each party paying for the performance of governmental functions or services under this MOU must make those payments from current revenues available to the paying Party. In the event County does not appropriate or allocate funds under this MOU, the sole remedy of the County is to terminate this MOU.
2. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
3. **Conflict.** In the event there is a conflict between this Addendum and the attached Memorandum of Understanding, this Addendum controls to the extent of the conflict.

(EXECUTION PAGE FOLLOWS)

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George, County Judge

Date

ATTEST:

Laura Richard, County Clerk

THE LITERACY COUNCIL OF FORT BEND
COUNTY

Dedre Smith
Authorized Agent - Signature

Dedre Smith
Authorized Agent - Printed Name

Executive Director
Title

5/6/24
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$0.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert E. Sturdivant, County Auditor

Exhibit A: Memorandum of Understanding

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EXHIBIT A

(FOLLOWS BEHIND)



Memorandum of Understanding
Collaboration partnership between Fort Bend County and
the Literacy Council of Fort Bend County

The *Literacy Volunteers of Fort Bend County, Inc. dba The Literacy Council of Fort Bend County (LCFBC)* is pleased to partner with *Fort Bend County* in providing adult education classes tutoring services utilizing *Fort Bend County Libraries* and other facilities beginning *August 1, 2024 – May 16, 2025, for the 2024-2025 academic year.*

Fort Bend County has agreed to allow the *Literacy Council of Fort Bend County* to utilize space at the *Fort Bend County George Memorial Library* located at *1001 Golfview Drive, Richmond, TX 77469* for classes and to promote the program. All assessments of potential students will take place at the *Literacy Council of Fort Bend County* at *12530 Emily Court, Sugar Land, TX 77478*, according to *Literacy Council* program guidelines. The enrollment of students in respective classes based on assessment outcomes, collection registration fees, and textbook fees according to the *Literacy Council's* standard means scale will take place at the *Literacy Council's* location. All registration and assessment requirements will be met for students who enroll throughout the academic year. The *Literacy Council* will visit *Fort Bend County George Memorial Library* periodically through the academic year for site visits.

The *Literacy Council* will provide a curriculum-based programs. Course options available based on demand include the High School Equivalency Program with Basic Literacy, Pre-GED, and GED Exam preparation; English as a Second Language Program Course Levels 0-5 including reading, writing and conversation, and US Citizenship and Naturalization Exam and Interview Prep Courses. Other courses including computer literacy and financial literacy may be added based on demand and availability. Class schedules including holidays, make-up days, and end of academic year will follow the *Fort Bend County Libraries'* calendar and will be at the discretion of the *Literacy Council of Fort Bend County* based on student demand, facility schedules, and tutor availability.

To encourage program participation, *Fort Bend County Libraries* will be given information about the program provided by the *Literacy Council* to distribute to assist with promoting the program in the community. *Fort Bend County Libraries* has agreed to assist in the volunteer recruitment process and send volunteers to the tutor training sessions provided by the *Literacy Council* who will make every effort to orient, train, and place these volunteers at *Fort Bend County Libraries* in accordance with volunteer screening policies and training standards set forth by the *Literacy Council* prior to student engagement.

To maintain effective communication, the *Literacy Council* Outreach Manager will be the primary contact for any concerns or issues. The *Literacy and Volunteer Services* librarian will be the primary point of contact for the *Fort Bend County George Memorial Library*.
We look forward to a productive collaboration.

Dedre M. Smith, Executive Director *Literacy Council of Fort Bend County*

Signed

Dedre Smith

Date

5/6/24

Print

Dedre Smith

Monique Franklin, Assistant Director Administration *Fort Bend County Libraries*

Signed

Monique Franklin

Date

5/6/24

Print

Monique A. Franklin