

**INSTITUTION-AGENCY OFF-CAMPUS
INTERLOCAL AGREEMENT
B E T W E E N
LAREDO COMMUNITY COLLEGE
A N D
WEBB COUNTY
2014-2015**

This Agreement is made and entered into by and between Webb County, acting herein by Judge Danny Valdez, Webb County Judge, for the Webb County Commissioners Court (hereinafter referred to as "Agency") and Laredo Community College. (hereinafter as "College"), a corporate body politic of the State of Texas.

RECITALS

WHEREAS, College provides to Agency students eligible to participate in the Federal Work Study Program; and

WHEREAS, Webb County wishes to cooperate with College in establishing a work study program by utilizing College students to work throughout Webb County Offices and Departments.

NOW, THEREFORE, College and Webb County agree to the following:

**A R T I C L E 1
SCOPE OF SERVICES**

1. College will provide to Agency students for performance of the specified tasks described in Exhibit "A."
2. In accordance with requirements of the federal work study program, work to be performed, under this agreement must be either related to the student's educational objectives or in the public interest; and:
 - (a) shall be governed by such conditions of employment, appropriate and reasonable in light of such factors as type of work performed, proficiency of the employees and any applicable federal, state and local legislation;
 - (b) does not involve the construction, operation, or maintenance of any facility used for sectarian instruction or as a place for religious worship;
 - (c) does not involve any partisan or non-partisan political activity associated with a candidate, or contending faction or group, in an election for public or party office; and
 - (d) does not involve lobbying on a federal level. Further, nowork shall be considered to be in the public interest where:
 - (a) it is work for which the political support, affiliation, or affinity of the student is a prerequisite or consideration of employment;

- (b) it is work for a membership organization, which is primarily for the benefit of the member of such organization.

**ARTICLE 2
AGENCY OBLIGATIONS**

1. Agency shall try to provide to each participating work-study student the ability to work related to the student's educational objective or public interest work.
2. Agency agrees that no student will be denied work or subject to different treatment under this agreement on the grounds of race, color, creed, religion, age, national origin, disabling conditions, sex or Limited English Proficiency, and that it will comply with the provisions of the Civil Rights Act of 1964 and Title IX of the Education and Welfare which implemented those Acts.
3. The work-study student work site shall be offices and departments.
4. Agency has the right to control and direct the services of the students, not only as to the results to be accomplished, but also as the means by which the result is to be accomplished.
5. Agency agrees to provide College regular payroll timecards signed by the student and the direct supervisor to indicate that the student has performed the work satisfactorily.
6. In consideration of the work performed by the students made available to the Agency by the College, the Agency agrees to make the following payment to the institution;
 - (a) by way of reimbursement, an amount equal to twenty-five percent (25%) of the total earned wages of each student employed under this agreement to be paid by Agency on a monthly basis; and
 - (b) by way of reimbursement, an amount equal to nine percent (9%) of the total earned wages of each student employed under this agreement for fringe benefit costs.

The total amount of to be expended by Webb County under this Agreement cannot exceed ELEVEN THOUSAND DOLLARS (\$11,000.00).

**A R T I C L E 3
COLLEGE PROGRAM OBLIGATIONS**

1. College shall be the employer for the purpose of this agreement.
2. College shall determine that students meet the eligibility requirements for employment under the Federal Work-Study Program.
3. College shall be responsible for assigning the students to work for the Agency, and determine that the students perform work in fact.
4. College will be responsible for the proper conduct of students during their assignment to Agency.

5. College shall be responsible for initially paying the work-study student participating under this agreement on an hourly basis under its normal payroll system. Students are only to be paid for hours actually worked and are not to be paid for holidays, sick days, etc. , and under no circumstances are to work more than nineteen (19) hours in a given week.
6. Students may be removed by the College from work on a particular assignment, or from the Agency, by the College either on its initiative or at the request of the Agency.

**A R T I C L E 4
DURATION OF CONTRACT**

This agreement shall be in effect for a time period not to exceed twelve months beginning October 1, 2014, and ending September 30, 2015.

**A R T I C L E 5
INDEPENDENT CONTRACTOR**

It is the intent of the parties that under this agreement the college is an independently existing agency. In this regard, Agency shall not dictate the manner and method by which college provides services so long as such services are provided in compliance with accepted procedures and standards of care of college's profession.

**A R T I C L E 6
EMPLOYEE STATUS OF INTERN PARTICIPANTS**

Each work-study student participating under this agreement shall at all times be and remain an employee of College and not of Webb Agency.

**ARTICLE 7
INSURANCE**

In order to protect Agency from liability, College shall maintain a policy of general liability and property damage insurance under this Agreement wherein Agency will be added and maintained as an additional insured. College agrees to provide proof of such insurance coverage before the execution of this Agreement.

**A R T I C L E 8
NON-ASSIGNABILITY**

College shall not assign any interest in this agreement nor delegate the performance of any of its duties herein specified without the written consent of Agency.

**A R T I C L E 9
GOVERNING LAW**

The validity of this agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by laws of the State of Texas,

Agency: Webb County
Attn: Hon. Danny Valdez
Webb County Judge
1000 Houston Street
Laredo, Texas 78040

**ARTICLE 15
INDEMNITY**

Since Agency's primary responsibility is to provide job site training to College work study students, College agrees that Agency incur no liability, cost, or expense with respect to this Agreement. Accordingly, College agrees to indemnify Agency against, and hold Agency harmless from, any and all suits, actions, or claims, proceedings, expenses, damages, or liabilities, including attorney's fees and court costs, brought for or on account of injury to person or property arising from College own acts of negligence in carrying out of its obligations under this agreement.

**ARTICLE 16
EQUAL OPPORTUNITY EMPLOYER**

Equal Opportunity Employer/Program Auxiliary aids and services are available, upon request, to individuals with disabilities.

Signed in duplicate originals on this _____ day of _____, 2014.

Webb County:

Laredo Community College:

Danny Valdez
Webb County Judge

Student Financial Aid Director

Margie Ramirez Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Marco A. Montemayor
Webb County Attorney

***By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**