

**INSTITUTION-AGENCY OFF-CAMPUS
INTERLOCAL AGREEMENT BETWEEN
LAREDO COMMUNITY COLLEGE AND WEBB COUNTY
2015-2016**

This Agreement is made and entered into by and between Webb County, acting herein by Judge Tano E. Tijerina, Webb County Judge, for 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:

**ARTICLE 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 programs, 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 the 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, no work shall be considered to be in the public interest where:

- e) It is work for which the political support, affiliation, or affinity of the student is a prerequisite or consideration of employment;
- f) It is work for a membership organization, which is primarily for the benefit for 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%) if the total earned wages if 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).

**ARTICLE 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 participation 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.

**ARTICLE 4
DURATION OF CONTRACT**

This agreement shall be in effect for a time period not to exceed twelve months beginning October 1, 2015, and ending September 30, 2016.

**ARTICLE 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 procedure and standards of care of college's profession.

**ARTICLE 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 County.

**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.

**ARTICLE 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.

**ARTICLE 9
GOVERNING LAW**

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

**ARTICLE 10
RIGHT TO TERMINATE**

This contract may be terminated by Agency or College at any time on 30 days' notice to the other.

**ARTICLE 11
ENTIRE AGREEMENT**

This contract supersedes any and all prior agreements between College and Agency whether written or oral. If any item, provision, covenant or condition of this contract should be held by a court of competent jurisdiction to be invalid, void or unenforceable, and such term, provision or condition is not an essential part of the contract and appears to have a controlling or material inducement to the making thereof, the same shall be deemed of no effect, and shall upon application of either party be stricken from the contract without affecting the binding force of the contract as it shall remain after omitting such provision.

**ARTICLE 12
NON-DISCRIMINATION**

College and Agency shall not discriminate against any person because of race, religion, color, sex, handicap or national origin. College shall also abide by all Equal Opportunity rules, laws and regulations. Additionally College shall also comply with Title VI of the Civil Right Act of

1964, The Americans with Disabilities Act of 1990, Title 40 Chapter 73 of the Texas Administrative Code, and Chapter 85 of the Texas Health and Safety Code.

ARTICLE 13 NOTICES

Any and all notices required to be given under this contract shall be delivered by either personal delivery or mailing the respective party as follows:

College: Laredo Community
College Federal
Work-Study Program
Director, Student
Financial Aid 1 West End
Washington Street Laredo,
Texas 78040

Agency: Webb County
Attn: Hon. Tano E. Tijerina
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.

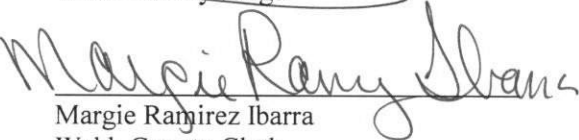
Signed in duplicate originals on this 14th day of September, 2015.

ATTEST:

Laredo Community College:

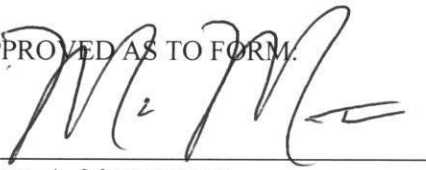

TANO E. TJERINA
Webb County Judge


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).