

ARF-354

## REGULAR SESSION AGENDA

Date: 05/25/2010

## Summer Jobs Worksite Agreement between Fort Bend County and Workforce Solutions

Submitted By: Barbara Dees, Human ResourcesDepartment: Human ResourcesRenewal Agreement/ NoAppointment:Reviewed by County YesAttorney's Office:Multiple Originals Y/N?: N

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InformationSUMMARY OF ITEM

Take all appropriate action on Agreement for Summer Jobs Worksite Agreement between Fort Bend County and Workforce Solutions to provide additional temporary employees from June 7, 2010 through September 30, 2010, at no cost to the County.

SPECIAL HANDLING

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Fiscal ImpactACCTG UNIT or GRANT/PROJ NAME:

N/A

ACCT NAME or GRANT/PROJ ACTIVITY:

N/A

BUDGETED Y/N:FISCAL SUMMARY:

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COUNTY JUDGE  
RECEIVED

MAY 19 2010

6-2-10

COPY  
received

## 2010 Summer Jobs Worksite Agreement

**Worksite:** Fort Bend County **Contact:** Mike Davis **Tel #:** (281) 642-3716  
**Address:** Multiple Fort Bend County Locations **E-Mail:** davismic@co.fort-bend.tx.us

This Agreement is entered by and between Career Recovery, hereinafter referred to as the "Contractor," and FORT BEND COUNTY, hereinafter referred to as the "Worksite."

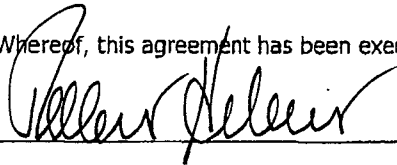
This Agreement establishes the terms and conditions for the Contractor and the Worksite as follows:

1. This Agreement is effective June 7, 2010 and will terminate no later than September 30, 2010. This Agreement may be terminated by either party, at anytime, upon written notice to the other party with 10 business days notice. No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by both the parties hereto.
2. The Worksite understands that the purpose of this Agreement is to provide eligible young workers, ages 16-24, with a summer job. Worksite may offer employment to those young workers who meet the job qualifications in locations that have job openings.
3. This Agreement will cover all locations and job sites at which Worksite places young workers. If there is more than one location or job site, Worksite and Contractor will attach a list of locations or job sites to this Agreement. The attached list will include at least: (1) the name and/or address of each location/job site, (2) the number of young workers and/or job openings at each location/job site, (3) a Worksite contact person for each location/job site, (4) a telephone number and email address (if available) for each location/job site contact.
4. Worksite may move young workers among locations/job sites with prior notice to Contractor.
5. All minors must have parental or guardian consent on file with Contractor to authorize emergency medical treatment.
6. Contractor will provide Worksite with payroll and attendance reporting requirements for young workers, and Worksite agrees to follow Contractor's said requirements, as well as the rules and procedures set out in the Workforce Solutions 2010 Summer Jobs Worksite/Supervisor Handbook
7. Work experience assignments shall be for a set number of hours per week, payable at the rate of no less than the federal minimum wage.
8. Worksite further agrees to: (1) comply with Labor Laws and/or Child Labor Laws and federal and state equal employment opportunity laws; (2) ensure necessary emergency medical care is given to young workers in the event of an occupational injury or illness; (3) provide adequate supervision and instruction; (4) ensure safe and healthful working conditions; (5) provide young workers with a written job description; (6) provide employees a regular work schedule; (7) provide an evaluation or progress report on each young worker as requested.
9. Worksite understands and agrees that the Contractor and the Houston-Galveston Area Council will conduct on-site visits to evaluate general compliance with above requirements.
10. Worksite must ensure that no young workers replace regular employees. This means that any company participating in Summer Jobs will not (directly or indirectly) cause the displacement of any company's regular employees. That the employer is not involved in any strike, lockout or labor disputes.

11. Contractor and Worksite agree and ensure that they will both maintain precautions, including, but not limited to, safety training and instruction and continuous supervision, to minimize the possibility of accidents while youth workers at on-site at Worksite.
12. Worksite must ensure that its staff supervising young workers are not paid with federal funds. Worksites will report supervisor wages to Contractor.
13. To the extent permitted by the Texas Constitution and the Texas Tort Claims act, to indemnify, defend, and hold harmless the State of Texas, TWC, the Houston-Galveston Area Council, Workforce Solutions affiliates, and its officers, agents, and employees from all claims, lawsuits, and actions of whatever nature which arise from Worksite's actions; the young worker's actions; the placement, retention, and termination process; or omissions under this agreement.
14. To consent to the taking and publication of photographs and videos of Summer Jobs workers at the worksite by a duly authorized representative of Workforce Solutions Gulf Coast Workforce Board.

In Witness Whereof, this agreement has been executed by and on behalf of the parties described herein.

Worksite  
Signature:



Contractor  
Signature:



Printed Name and Title: Robert Hebert

Printed Name and Title: Shawndee A. Larks Project Manager

Date Signed: 5/25/2010 County Judge

Date Signed: 5/19/2010