

2015 Work Experience
Worksite Agreement

Worksite: Fort Bend County Contact: Carolyn Manville Tel #: (281) 344-3956

Address: Multiple Fort Bend Locations (see list attached) E-Mail carolyn.manville@ftbendcountytexas.gov

This Agreement is entered by and between Neighborhood Centers Inc., 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 15, 2015** and will terminate no later than **July 24, 2015**. This Agreement may be terminated by either party, at anytime, upon written notice to the other party with ten 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 16-21, with a temporary job. The Worksite may offer employment to those young workers who meet the job qualifications in locations that have job openings.
3. The Contractor is responsible for worker's compensation insurance coverage for young workers approved to work at the Worksite, subject to the limitations contained herein. All minors must have parental or guardian consent on file with the Contractor to authorize emergency medical treatment. This Agreement will cover all locations and job sites at which Work Site places young workers.
4. The Contractor will provide the Worksite with payroll and attendance reporting requirements for young workers, and the Worksite agrees to follow Contractor's said requirements. The Work Site may move young workers among locations / job sites with immediate notice to Contractor.
5. Work experience assignments shall be for a set number of hours per week, payable at the rate of **no less than \$7.25 per hour**.
6. The Worksite further agrees to: (1) comply with Labor Laws and/or Child Labor Laws, federal and state equal employment opportunity laws, and health and safety regulations; (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; and (6) provide an evaluation or progress report on each young worker as requested.
7. The 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.
8. The Worksite must ensure that no young workers replace regular employees. This means that the Work Site participating in the Work Experience Project will not (directly or indirectly) cause the displacement of the Work Site's regular employees.
9. Indemnification: To the extent permitted by the Texas Constitution and the Texas Tort Claims Act. The Worksite shall indemnify and hold harmless Contractor, Gulf Coast Workforce Board, Houston-Galveston Area Council and their officers, employees and agents from any loss, liability, claim or damage that may arise from any activities of the Worksite, and worksite shall defend and indemnify Contractor and Gulf Coast Workforce Board from any liability or judgment. The Worksite warrants that it has adequate general liability insurance in effect.

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, County Judge

Printed Name and Title: Russell Tomlin, Area Director

Date Signed: May 26, 2015

Date Signed: 5-11-15