

STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND §

**PERSONNEL SERVICES AGREEMENT FOR
BETWEEN FORT BEND COUNTY AND CITY OF WESTON LAKES, TEXAS**

This Service Agreement is made by and between **Fort Bend County** ("COUNTY"), a political subdivision of the State of Texas, acting by and through the Commissioners Court of Fort Bend County, and **City of _____** (hereinafter referred to as "City");

WHEREAS, County has received grant funding to create the Fort Bend County Youth Employment Program, which provides temporary employment for residents between the ages of 16-21;

WHEREAS, City wishes to be an employment site for the Fort Bend County Youth Employment Program in accordance with the terms of this Agreement;

WHEREAS, County has determined that this Agreement is not subject to competitive bidding requirements under Section 262.023 of the Texas Local Government Code because the Agreement does not require an expenditure exceeding \$50,000 by the County;

WHEREAS, Section _____ of the City of _____ Texas, Code of Ordinances authorizes the City Manager to approve an agreement for *receiving or providing services if the agreement does not require an expenditure exceeding \$50,000 by the City in one fiscal year; and*

WHEREAS, the Parties deem it to be in the best interest of both entities to enter into this Agreement and agree that cooperation between them is in the public interest.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, **County** and City agree to the terms and conditions stated in this Amendment.

I. Scope of Service

- A. City agrees to receive placements from the County's Summer Youth Employment Program, which provides temporary employment opportunities to youth and young adult in Fort Bend County. Program Participants are available and may be scheduled up to 40 hours a week, Monday through Friday. Program Participants are provided at no cost to the City.
- B. City agrees to assign the Program Participants to work that is intended to promote skills and experiences that can be transferred to secondary education experience and higher institutions of learning.

- C. City shall provide Program Participants with a desk location, any needed equipment and an identified supervisor.
- D. City acknowledges that this Program is paid for by County through the American Rescue Plan Act of 2021 and agrees that assigned work will assist City in reducing backlogs in relevant operations areas created by the COVID-19 pandemic. City agrees to comply with County's data collection which will be used to identify and address disparities affecting long term sustainable employment, and increase employment readiness particularly for low to moderate income residents and others experiencing barriers in achieving gainful employment.
- E. City agrees to allow weekly site visits by County's Site Coordinator/Counselors to provide employment instruction, coaching, guidance and supervision to Program Participants as needed; as well as to check for compliance with child labor laws and federal and state equal employment opportunity laws.
- F. County will provide the City with payroll and attendance reporting requirements for Program Participants, and the City agrees to follow County's requirements.
- G. City agrees to ensure that working conditions: (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 interns in the event of an occupational injury or illness; (3) provide adequate supervision and instruction; (4) ensure safe and healthful working conditions; (5) provide workers with a written job description; (6) provide an evaluation or progress report on each worker as requested.
- H. The City will not use this agreement to displace or replace a regular employee, reduce in the hours of non-overtime work, wages, or eliminate a position staffed by a regular employee. This means that any City participating in this agreement will not (directly or indirectly) cause the displacement of any their regular employees.
- I. The City understands and agrees that County may conduct an announced or unannounced on-site visit to evaluate general compliance with rules and regulations requirements.

II. Duration of Agreement

This Agreement is effective as of the date signed by both Parties and shall terminate September 30, 2021. It is expressly understood and agreed to by the Parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least ten (10) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

III. Compensation

- A. The Parties agree that no financial compensation shall be owed or owing either Party in the performance of services under this Agreement and that service to Fort Bend County residents and recovery from the effects of COVID-19 is fair compensation for

services or functions performed under the contract. Both Parties agree that any funds required of a party for performance of governmental functions or services will make those payments from current revenues available to the Party.

- B. County agrees to solely responsible for all wages to Program Participants for work performed at City's location provided that City complies with County's recordkeeping requirements.

IV. Relationship of Parties

- A. The Parties agree that in performing services specified in this agreement, that each is an independent contractor and shall have control of its work and the manner in which it is performed. Neither Party, its agents, employees, volunteer help or any other person operating under this Agreement, shall be considered an agent or employee of the other and neither shall be entitled to participate in any pension or other benefits that the other provides its employees.
- B. Each party shall be responsible for obtaining and maintaining its own liability and property insurance against losses or liability related to this Agreement.

V. Notice to Parties

- A. Any notice given hereunder by either party to the other shall be in writing and sent by certified mail, return receipt requested.

To County: Fort Bend County
 ATTN: County Judge
 401 Jackson, 1st Floor
 Richmond, Texas 77469

To City:

- B. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

VI. Insurance

- A. City shall furnish certificates of insurance to County evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of City, name of insurance company, policy number, term of coverage and limits of coverage. City shall cause its insurance companies to provide County with at least 30 days prior written

notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. City shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- B. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state or hire/location of Services, and Employers' Liability coverage with a limit of not less than \$1,000,000 each employee for Occupational Disease, \$1,000,000 policy limit for Occupational Disease; and Employer's Liability of \$1,000,000 each accident.
- C. City agrees to maintain General Liability Coverage with limits of not less than \$1,000,000 per occurrence, \$2,000,000 in aggregate and Policy shall include contractual liability coverage.
- D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- E. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of **CITY** shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- F. If required coverage is written on a claims-made basis City warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time that work under the Agreement is completed.

VII. Indemnification

To the extent allowed by law City agrees to promptly defend, indemnify and hold County harmless from and against any and all claims, demands, suits, causes of action, and judgments for (a) damages to the loss of property of any person; and/or (b) death, bodily injury, illness, disease, loss of services, or loss of income or wages to any person, arising out of incident to, concerning or resulting from the negligent or willful act or omissions of City's agents, officers, and or employees in the performance of activities of duties pursuant to this Agreement.

VIII. Governmental Immunity

It is expressly understood and agreed that in the execution of this Agreement, the Parties hereto do not intend to waive, nor shall be deemed to waive, any immunity or defense at law or in equity, that would otherwise be available to each against claims arising in the exercise of governmental powers and functions including the defense of governmental immunity.

IX. Miscellaneous Provisions

- A. This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.
- B. 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.
- C. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party.
- D. The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.
- E. The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.
- F. In the event that any one or more of the terms, provisions or conditions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

IN TESTIMONY OF WHICH, THIS AGREEMENT shall be effective upon execution of all parties.

FORT BEND COUNTY

CITY OF WESTON LAKES

 KP George, County Judge

 CITY OF WESTON LAKES

 Date

 DATE

ATTEST:

ATTEST:

Laura Richard, County Clerk

CITY OF WESTON LAKES

APPROVED AS TO LEGAL FORM:

County Attorney Office

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in an amount sufficient to accomplish and pay the obligations of Fort Bend County (if any) under this Service Agreement.

Ed Sturdivant, Fort Bend County Auditor

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