

INTERLOCAL AGREEMENT

STATE OF TEXAS

COUNTY OF HIDALGO

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO AND THE LOWER RIO
GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD**

THIS Agreement is made on the ____ day of _____ 2021, by and between the COUNTY OF HIDALGO, hereinafter referred to as "County of Hidalgo", and the LOWER RIO GRANDE VALLEY WORKFORCE DEVELOPMENT BOARD, hereinafter referred to as "Workforce Solutions" as follows:

WITNESSETH:

WHEREAS, County of Hidalgo is a county in Texas;

WHEREAS, Workforce Solutions is a Local Workforce Development Board created under Tex. Gov't. Code Section 2308.253 and is a state agency as defined in Tex. Gov't. Code Section 771.002(1) {C};

WHEREAS, County of Hidalgo and Workforce Solutions desire to cooperate in the implementation of the NATIONAL DISLOCATED WORKER DISASTER GRANT PROJECT funded by the Department Of Labor through the Texas Workforce Commission under the Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDW) Disaster to assist affected Local Workforce Development Areas (workforce areas) in providing services to individuals affected by COVID-19 in the affected Lower Rio Grande Valley Local Workforce Development Board area as provided in Federal Emergency Management Agency (FEMA) disaster declaration FEMA-HQ-20-024. The Grant shall provide temporary employment opportunities to assist with recovery efforts in communities impacted by COVID-19 in the Board area. NDWs are WIOA dislocated worker discretionary funds awarded to states by the U.S. Secretary of Labor in response to a natural disaster or other circumstances. NDW funds supplement local recovery efforts through a Temporary Jobs program that places dislocated workers in subsidized employment opportunities assisting in their communities' recovery efforts.

WHEREAS, County of Hidalgo and Workforce Solutions are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001, et seq and the Interagency Cooperation, Texas Government Code Section 771.001, et seq. respectively

NOW, THEREFORE, County of Hidalgo and Workforce Solutions, in consideration of the mutual covenants expressed hereinafter, agree as follows:

The parties agree to accept and adopt the Statement of Work attached hereto as Attachment A "_____ Recovery Efforts Plan" inclusive of Worksite Agreements for each Hidalgo County Precinct.

1. The term of this Agreement shall be from the day of _____, 2021 through March 31, 2022.
2. Workforce Solutions through its Contractor for Management and Operations of its Workforce Solutions Centers, C2 Global Professional Services, LLC will refer eligible individuals to fill the temporary jobs based on the Hidalgo County Recovery Efforts Plan.
3. C2 Global Professional Services, LLC will:
 - Determine eligibility of applicants according to the requirements of the NDW Grant
 - Refer to Hidalgo County
 - Provide necessary work/safety equipment to each worker
 - Provide project orientations to each worker
 - Provide and maintain timesheets for hours worked by each worker
 - Issue payment for wages for hours work directly to each worker
 - Provide designated County staff with information related to workers
 - Address personnel and/or job performance issues that may occur
4. County Of Hidalgo will:
 - designate contact persons
 - coordinate with Workforce Solutions and C2 Global Professional Services, LLC on establishment of an implementation plan and referral procedure
 - provide orientations, supervision and necessary reports as requested
 - maintain records on worker's work schedules
 - assist in resolving personnel issues and/or job performance issues that may occur

- agree to cooperate with any monitoring of the project by Workforce Solutions or other designated entity
 - authorize the execution of worksite agreements between Hidalgo County and C2 Global Professional Services, LLC.
5. **Conflict of Interest.** Conflict of Interest shall be avoided by both parties in compliance with 20 CFR Part 627.420(c) for all issues within this Agreement. No Director of the WFS Board shall cast a vote on, nor participate in any decision related to the provision of services by such Director (or any organization which that Director directly represents), nor on any matter which would provide direct financial benefit to that Director. No employee, member or subcontractor of the Board, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement, shall participate in any Board decision relating to this Agreement which may affect his/her personal pecuniary interest.
 6. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
 7. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
 8. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by **Workforce Solutions, COUNTY OF HIDALGO** and not otherwise.
 9. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Workforce Solutions:

3101 W. Business 83
McAllen, Texas 78501

If to County:

Mr. Valde Guerra, County Executive Officer
505 S. McColl Rd., 2nd Floor
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
13. **Assignment.** This Agreement shall not be assignable.
14. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
15. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
16. **Authority to Execute.** The execution and performance of this Agreement by the parties has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Workforce Solutions, the County of Hidalgo and in accordance with its terms.
17. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. **Commitment of Current Revenues Only.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

COUNTY OF HIDALGO

Richard Cortez
County Judge

WORKFORCE SOLUTIONS

Francisco Almaraz
Chief Executive Officer

WORKSITE AGREEMENTS

National Dislocated Worker Disaster Grant Project

WORKSITE AGREEMENT

Between the

WORKFORCE SOLUTIONS

And

County of Hidalgo

This work site agreement upon signing and end on March 31, 2022. Workforce Solutions, managed by C2 Global Professional Services LLC C2GPS, and County of Hidalgo whose address is 505 S. McColl Rd., 2nd Floor Edinburg, TX 78539 hereinafter referred to as the Agency, agree to the following terms of this Agreement to be funded from the USDOL Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA) Title 1 National Dislocated Worker Grants covered under: Federal Disaster Declaration FEMA-HQ-20-024.

The primary purpose of this Agreement is to identify and establish temporary jobs to assist in the clean-up, restoration and humanitarian efforts that are necessary as a direct result of recovery efforts associated with the COVID-19 events that have led to a Disaster Declaration for Hidalgo County and to fill those jobs with eligible individuals. Eligible individuals include:

- Individuals who are temporarily or permanently dislocated from work because of the covered disaster;
- Other eligible individuals who qualify as dislocated workers under WIOA § 3(15)(B)-(D), 29 U.S.C. § 3102(15)(B)-(D);
- Self-employed individuals who became unemployed or significantly underemployed because of the emergency or disaster.

Workforce Solutions will contract with Unique HR to provide the direct services and be employer-of-record for participants for the National Dislocated Worker Grant.

1. Program Overview:

This National Dislocated Worker Grant (NDWG) program shall consist of temporary work, wherein a participant referred by Workforce Solutions to the Agency is given job functions to perform under the guidance and supervision of the Agency in accordance with the job description attached hereto. It is understood by Workforce Solutions and the Agency that no legal employer-employee relationship is created or exists between the Agency and the participant. In agreeing to provide direction and supervision of the participant, the Agency understands that this does not make Workforce Solutions or its designee liable to the Agency or any third party by reason of any future act or failure to act by any participant on or off the job.

2. Limitations on participation

The Agency understands and agrees that no participant shall begin work until this Agreement is executed by the Agency and Workforce Solutions. Eligible individual workers may not work in temporary jobs under this grant for more than four (4) months with possible extension dependent on availability of funding and Board approval. These limitations apply to individuals and not specific jobs. Unique will track the participant's hours and wages.

3. Recruitment and Selection

Recruitment and eligibility determinations will be the responsibility of Workforce Solutions. Individuals determined to be eligible for this program will be referred to the Worksite by Workforce Solutions.

4. Responsibilities of Agency

The following are responsibilities of the Agency. The Agency accepts and agrees that it shall:

- A. direct and supervise participants work activities in accordance with their job description(s), which is hereby incorporated by reference and made a part of this Agreement.
- B. assure that it will have supervisory personnel who will act as work site supervisors for each of the Agency's work sites so as to provide for periodic on-site supervision of participants.
- C. assign worthwhile and meaningful work to participants during the entire time they are at the worksite.
- D. require participants' conformance with the Agency's Personnel Rules of Conduct.
- E. orient and train their work site Supervisory personnel including any alternate staff directly responsible for the supervision of participants as to the Agency's responsibilities and obligations under this Agreement.
- F. notify Workforce Solutions immediately of any temporary and/or ongoing changes in the designation of personnel who will be supervising the participant(s).

- G. be accountable for maintaining Unique HR participant time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each participant, certifying and signing participant time sheets if all the prior requirements are met, and submitting these timesheets to Workforce Solutions as instructed.
- H. ensure that all sites where participants will be assigned are sanitary and safe environments in accordance with health and safety standards established by State and Federal law.
- I. ensure that all required safety supplies and equipment are used in the proper manner for the intended use.
- J. conform to normal routines and functions befitting a reasonable business establishment, including, but not limited to, appropriate supervision on the premises at all times, displaying positive work habits, maintaining safe working conditions, and appropriate attire.
- K. have an inclement weather plan for any approved positions that are required to work out of doors to ensure that alternative tasks can be performed inside during inclement weather.
- L. inform Unique HR and Workforce Solutions immediately should an accident or injury occur at the job site affecting or involving a participant and require the participant to complete a first report of injury form.
- M. notify Workforce Solutions by telephone of any problem or concern regarding a participant's performance at a work site as soon as possible, but at least within 24 hours of when the problem is identified.
- N. not discriminate against any participant or potential participant because of race, color, religion, sex, national origin or disability.
- O. ensure that participants receive fair and impartial treatment and that participants shall not be subjected to harassment of any type or form.
- P. ensure that the following general conditions for temporary jobs shall be complied with:
 - participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, etc. as other employees;
 - there shall be no displacement of regular employees nor replacement of laid-off workers by the temporary job participant(s); and
 - there shall be no infringement of promotional opportunities for regular employees.

- Q. not subcontract, assign or transfer any rights or responsibilities under this agreement or any portion thereof without the prior written approval of Workforce Solutions.
- R. implement administrative controls to ensure that costs for wages and other costs that the Workforce Solutions is responsible for paying are not being paid by other federal, state, or local programs to eliminate the possibility of a duplication of funding.
- S. maintain all records and files pertaining to the operation of this Agreement and any amendment hereto for three (3) years following expiration of this Agreement. Records and files shall include, but not be limited to, time and attendance sheets, supervisor assignments, this Agreement, etc.
- T. will immediately advise Workforce Solution in writing of any actions, suits, claims or grievances filed against the Agency, Workforce Solutions, State of Texas, federal officials or participants that in any way relates to this Agreement.

5. Responsibilities of Workforce Solutions

Workforce Solutions, or its designee C2GPS, accepts and agrees that it shall

- A. assist the job site supervisor in resolving any problems concerning the participants' performance on the job by responding to the Agency's notice.
- B. hear all grievances concerning program participant's performance at the job site.
- C. provide counseling and supportive services to participants as the need is identified.
- D. be responsible for distributing participant paychecks dependent on Agency's timely submission of properly certified time sheets.
- E. be responsible for contracting with a third party to act as employer of record-Unique HR. This employer of record-Unique HR shall employ the participants, pay participant wages for all actual hours worked, and provide Workers' Compensation coverage for all participants.

6. Agency Monitoring and Reporting

Agency must determine and ensure that all temporary workers at all worksites are only performing COVID-19 disaster-related work activities. The Agency shall notify Workforce Solutions of any changes to the required work hours, job description, and/or if the disaster recovery work has been completed and the job needs to be ended.

7. Workforce Solutions Monitoring

The Agency shall allow Workforce, the Governor of the State of Texas, or any of its agents and/or subcontractors, and the US Department of Labor (DOL) to visit the Agency's work sites, monitor the program, report problems, require corrective action within specified time periods or remove participants from work sites without prior notice other than a

written notification to be delivered to the Agency at the time of the removal. This action may be taken when Workforce Solutions, the Governor of the State of Texas, or DOL finds serious or continual violations of rules or laws, where violations are not being remedied, or where Workforce Solutions, the Governor of the State of Texas or DOL find noncompliance on any of the terms or conditions under this Agreement.

8. Prohibited Activities

- A. Sectarian Activities: The Agency assures that participants will not be employed in building, operating, or maintaining any part of any building, which is used for religious instruction or worship.
- B. Collective Bargaining and Union Activities: The Agency assures that this agreement will not impair existing contracts for services or collective bargaining agreement between the Agency and other parties, nor will this agreement assist, promote or deter union organization.
- C. Lobbying and Political Activities: The Agency assures that this agreement will not assist with political or lobbying activities or the cost of any salaries or expenses related to any activity designed to influence legislation or appropriation pending before the Congress of the United States.
- D. Relocation: Neither the execution nor performance of the Agreement will assist in, support or otherwise contribute to the relocation of the Worksite Employer's business.

9. Hold Harmless

Without waiving its sovereign immunity, and if and to the extent allowed by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

10. Changes to the Agreement

There shall be no modification or amendment of this Agreement, except in writing, executed with the same formalities as this instrument.

Requests for interpretations of the Agreement provisions shall be directed to the Employer on Record-Unique HR and must be in writing. No interpretations shall be official or binding upon the Worksite Employer unless it is received in written form.

11. Termination

This Agreement may be terminated as follows:

- A. Workforce Solutions or the Agency may terminate the Agreement for convenience upon thirty (30) calendar days prior written notice to the other party.

B. Workforce Solutions may terminate this Agreement in whole or in part at any time if it is determined that:

- 1) the Agency has failed to comply with any of the provisions contained in this Agreement or any Amendment hereto;
- 2) the Agency fails to perform in whole or in part under this Agreement or fails to take corrective action after receiving oral or written requests to do so within an appropriate time period as may be stipulated by Workforce Solutions; or
- 3) the United States Department of Labor or State of Texas fails to provide adequate funds, reduces, eliminates or otherwise terminates the program under which this Agreement is written.

12. Notice

Other than as provided herein, notice shall be required to be given to Workforce Solutions under this Agreement, and shall be sufficient when hand delivered or mailed to Workforce Solutions at its office at 3101 W. Business 83, McAllen, TX, 78501. All notices required to be given to the Agency under this Agreement shall be sufficient when hand delivered or mailed to the Agency at its office located at the address identified in paragraph one, page one of this Agreement.

13. Controlling Laws

This agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Texas.

IN WITNESS THEREOF, the parties hereto having been duly authorized and representing that they have the power and authority to execute this Agreement and perform the responsibilities specified herein have made and executed this Agreement on the respective dates under each signature.

AGENCY:

WORKFORCE SOLUTIONS

Signature

Signature

Richard F. Cortez

Name

Name

County Judge

Title

Title

January 26, 2021

Date

Date

74-6000717

Federal ID #

Workforce Solutions Contact

Valde Guerra, County Executive Officer

Contact Name

Title

(956) 292-7655

Phone Number

Phone Number

NA

Fax Number

Fax Number

POINT OF CONTACT INFORMATION

Point of Contact

**Valde Guerra, County Executive Officer
Hidalgo County**

Email: valde.guerra@co.hidalgo.tx.us

Tel: (956) 292-7655

**Cynthia Orozco, Hidalgo County COVID-19 Data Center Manager
Assistant Immunization Coordinator**

Email: cynthia.orozco@hchd.org

Tel: [\(956\) 292-7655](tel:(956)292-7655)