



September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Ave.
Bakersfield, CA 93301

PROPOSED SUBGRANT AGREEMENT WITH JOBWORKS, INC. FOR THIRD-PARTY HUMAN RESOURCES AND PAYROLL SERVICES TO INCLUDE BEING THE EMPLOYER OF RECORD FOR THE PUBLIC SAFETY AND REALIGNMENT ACT PROGRAM UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT, PUBLIC SAFETY AND REALIGNMENT ACT, AND SPECIAL GRANTS FOR PROGRAM YEARS 2026-27

(Fiscal Impact: \$275,616; State Grant; Budgeted; Discretionary)

Employers' Training Resource (ETR) is requesting your Board approve the Subgrant Agreement with JobWorks, Inc. to provide third-party Human Resource and Payroll Services to include being the Employer of Record for participants enrolled in the Public Safety and Realignment Act (AB 109) Work Experience Program. This program is administered through ETR and funded through the AB 109 funds as a transitional jobs program.

AB 109 provides participants with access to comprehensive workforce development activities designed to increase opportunities for employment, education, training, and supportive services. The program prioritizes services to the formerly incarcerated who face barriers to employment and aligns with regional workforce education and economic development initiatives to meet employers' needs and support pathways to self-sufficiency.

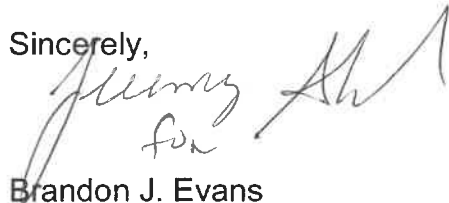
The term of the Agreement between ETR and JobWorks, Inc. is from the day the contract is executed through June 30, 2027, in an amount not to exceed \$275,616. JobWorks, Inc. will be responsible for Workers' Compensation insurance, payroll services, the submission of payroll taxes, as well as compliance with the Affordable Care Act and California's Healthy Workplace, Healthy Families and the provision of the State's required Sexual Harassment Prevention training. ETR will be responsible for the enrollment of participants into JobWorks system, entry into Master Work Site Agreements, submission of the Individual Work Experience Training Agreements, monitoring work sites and the submission/verification of time records. The worksite agreement template is included as Exhibit "A" of the agreement. Funding will be through the Public Safety and Realignment Act of 2011.

JobWorks, Inc. services were competitively procured through a Request for Proposals issued on April 30, 2025.

The Office of County Counsel has reviewed and approved the Agreement as to form.

Therefore, IT IS RECOMMENDED, that your Board adopt the attached Resolution approving the attached subgrant Agreement with Employers' Training Resource and JobWorks, Inc. for third-party human resource and payroll services to include being the employer of record for the Public Safety and Realignment Act Program under the Workforce Innovation and Opportunity Act (WIOA) and special grants for program, and standardized worksite agreement template from September 29, 2026 through June 30, 2027 in an amount not to exceed \$275,616, authorize the Chairman of the Board to sign the Subgrant Agreement on behalf of the County, and authorize Chief Workforce Development Officer to execute Worksite Agreements in substantially same form as approved template and all related documents as necessary, subject to approval as to form by County Counsel.

Sincerely,

A handwritten signature in dark ink, appearing to read "Brandon J. Evans", with a stylized flourish at the end.

Brandon J. Evans
Chief Workforce Development Officer

BJE:mp

Attachment

cc: County Administrative Officer
County Counsel

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF KERN, STATE OF CALIFORNIA**

In the matter of:

Resolution No. _____

**AUTHORIZING THE CHIEF WORKFORCE
DEVELOPMENT OFFICER OR HIS DESIGNEE
TO SIGN RELATED WORKSITE
AGREEMENTS FOR JOBWORKS, INC. FOR
THIRD-PARTY HUMAN RESOURCES AND
PAYROLL SERVICES, INCLUDING
EMPLOYER-OF-RECORD SERVICES FOR
THE PUBLIC SAFETY AND REALIGNMENT
PROGRAM**

I, NANCY ANDERSON, Clerk of the Board of Supervisors of the County of Kern,
State of California, certify that the following resolution, on motion of Supervisor _____,
seconded by Supervisor _____, was duly passed and adopted by the Board of
Supervisors of the County of Kern at a regular meeting on the ____ day of _____,
20__, by the following vote:

AYES:

NOES:

ABSENT:

NANCY ANDERSON
County Administrative Officer
Clerk of the Board

Deputy Clerk

RESOLUTION

Section 1. WHEREAS:

(a) Employers' Training Resource (ETR) administers the Public Safety and
Realignment Act Program, funded through the Public Safety and Realignment Act of 2011,
and various State Special Grants; and

(b) ETR seeks to enter into a Subgrant Agreement with JobWORKS, Inc. to provide third-party Human Resources and payroll services, including Employer-of-Record services, for a term beginning upon execution and ending June 30, 2027, in an amount not to exceed \$275,616; and

(c) The worksite agreement template for individual participant placements in work experience is included as Exhibit "A" to the Subgrant Agreement; and

(d) The Office of County Counsel has reviewed and approved the Subgrant Agreement as to form.

Section 2. IT IS RESOLVED by the Board of Supervisors of the County of Kern, State of California, as follows:

1. The Board approves the Subgrant Agreement between Employers' Training Resource and JobWORKS, Inc. for third-party Human Resources and payroll services, including Employer-of-Record services, in an amount not to exceed \$275,616, for the term ending June 30, 2027.

2. The Chairman of the Board is authorized to sign the Subgrant Agreement on behalf of the County.

3. The Chief Workforce Development Officer or his designee is hereby authorized to execute all Worksite Agreements associated with the Public Safety and Realignment Act Work Experience Program, provided such Worksite Agreements utilize the template attached as Exhibit "A" to the Subgrant Agreement.

4. The Clerk of the Board of Supervisors shall transmit copies of this Resolution to the following:

Employers' Training Resource
County Administrative Office
County Counsel

#2926909-ACH

**SUBGRANT AGREEMENT UNDER THE WORKFORCE INNOVATION
AND OPPORTUNITY ACT, PUBLIC SAFETY REALIGNMENT ACT
AND SPECIAL GRANTS
(COUNTY – AGENCY)**

THIS AGREEMENT, entered into as of the _____ day of _____ 2026, is by and between the COUNTY OF KERN EMPLOYERS' TRAINING RESOURCE, a political subdivision of the State of California ("COUNTY") and JobWorks, inc. d/b/a JobWorks Education and Training Systems, a private non-profit training institution, whose principal place of business is located at 7230 Engle Road, Suite 213, Fort Wayne, IN 46804 ("AGENCY"). For the purposes of the Agreement, the term "PARTICIPANT" shall refer to the individual participating in one of the COUNTY's Work Experience Programs.

RECITALS:

- (a) COUNTY is the grant recipient for the Workforce Innovation and Opportunity Act (WIOA) funds, Public Safety Realignment Act (AB 109) funds and Special Grants from the State of California; and
- (b) COUNTY, a member agency of the Community Corrections Partnership, is tasked with providing training and employment assistance to the formerly incarcerated under AB 109; and
- (c) COUNTY is the administrative entity for the Kern, Inyo Mono Counties Consortium, responsible for providing workforce development programs to the Consortia's populace; and
- (d) COUNTY ensures the coordination and integration of workforce development activities funded by diverse funding streams authorizing and enabling it to contract with public agencies and private for-profit and private non-profit organizations to provide job training activities and related services; and
- (e) AGENCY is prepared to act as the Employer of Record and provide Human Resource and Payroll Services to the PARTICIPANTS in COUNTY's various Work Experience Programs.

NOW, THEREFORE, IT IS MUTUALLY AGREED between COUNTY and AGENCY as follows:

1. **SERVICES AND DELIVERABLES.** AGENCY shall provide COUNTY the services set forth below. COUNTY agrees to work closely with AGENCY staff and its partners in the performance of services and shall be available to AGENCY's staff and partners during the work week from 8:00 a.m. to 4:30 p.m. PST. In providing the services to COUNTY, AGENCY is not exercising any control over the wages, hours, or working conditions of any PARTICIPANT. COUNTY agrees and represents that AGENCY and COUNTY are not acting as a joint employer with respect to the PARTICIPANTS whom AGENCY employs during the period of this Agreement.

1.1 AGENCY'S RESPONSIBILITIES.

- 1.1.1 AGENCY shall assume responsibility, as the employer of record for the PARTICIPANTS.
- 1.1.2 AGENCY shall be responsible for payment of wages, as reported by COUNTY, through AGENCY's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws. To accommodate final pay requirements, COUNTY will send AGENCY the PARTICIPANT'S final timesheet no later than 10:00 a.m. PST during their final day of employment.
- 1.1.3 AGENCY shall be responsible for providing workers' compensation insurance coverage that covers the PARTICIPANTS, as well as processing and defending all workers' compensation claims made by PARTICIPANTS.
- 1.1.4 AGENCY shall be responsible for managing and tracking PARTICIPANT leaves of absence, as may be required by law.
- 1.1.5 Upon COUNTY's written request, AGENCY will conduct a background check for PARTICIPANTS requested by COUNTY for an additional fee.

1.2 SERVICES PROVIDED BY AGENCY.

- 1.2.1 AGENCY shall accept persons into its program who have been referred by Employers' Training Resource (ETR), and who meet program eligibility and additional entrance qualifications determined by the funding source. ETR will determine eligibility for all enrollees, as well as the appropriateness of the training for the applicant with input from the AGENCY.
- 1.2.2 Information concerning participants is confidential. Confidential information, Personally Identifiable Information (PII), is not available to the public, and the AGENCY must protect it from loss, unauthorized use, access, disclosure, modification, and destruction. AGENCY shall not communicate confidential information or PII to any third party without the express consent of COUNTY. Information in electronic format must be maintained in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal, or other means.
- 1.2.3 AGENCY shall maintain program, participant, personnel and financial records as are required by the State of California, the Department of Labor and WIOA to assure a proper accounting of all funds. AGENCY shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of this Agreement. If at the end of three (3) years there is litigation or

an audit involving those records, AGENCY shall retain the records until the resolution of such litigation or audit.

- 1.2.4 AGENCY shall provide On-Boarding Assistance, which will comprise of virtual and onsite orientation for PARTICIPANTS to include Sexual Harassment Prevention Training. AGENCY will provide a single point of contact for new hire paperwork and shall maintain personnel records of PARTICIPANTS.
- 1.2.5 AGENCY shall handle Employee Relations Issues by responding to all day-to-day employee relations issues and employee/supervisor inquiries regarding Policies and Procedures. AGENCY shall provide coaching, guidance, and legal assistance with employee relations issues with supervisors/manager(s), Workforce Development, and Legal staff and initiate communication with employee(s) to address and resolve the issue(s). COUNTY staff will assist during these situations as needed and interface with the work site supervisor, as AGENCY may not have direct access to them.
- 1.2.6 AGENCY will provide payroll services to the PARTICIPANTS in work experience and process new hires and terminations for the program. In addition, AGENCY will provide training on their respective timekeeping system for participants, supervisors, and Case Managers.
 - 1.2.6.1 AGENCY shall be responsible for the transmittal and accuracy of all timesheets and distribution of all checks or direct deposits to PARTICIPANTS on a biweekly basis.
 - 1.2.6.2 AGENCY shall maintain a system that will provide adequate data to detect overpayments to participants in work experience through agency and shall require repayment of any overpayments.
- 1.2.7 AGENCY shall ensure that the PARTICIPANTS wages are subject to the Federal Insurance Contribution's Act (FICA) or an IRS approved defined benefits plan payments and Medicare payments and shall ensure that these payments are deducted from participant wages. AGENCY is responsible for the employer payroll tax contributions.
- 1.2.8 AGENCY shall also prepare all state and federal payroll tax reports, and make related deposits as required. This shall include the Wage and Tax Statements (W2) and ensure that the W2 are distributed to the respective PARTICIPANTS. The AGENCY's employer identification number shall be used for all such reports.
- 1.2.9 AGENCY shall provide Leave Management and provide a single point of contact for administrative and medical leaves of absence; generate paperwork, track time out of the office, and facilitate/manage communication between the employee and supervisor. AGENCY will be the liaison between the individual and Employment Development Department (EDD) for State Disability Insurance (SDI) and Paid Family Leave (PFL) insurance/payments.
- 1.2.10 AGENCY shall provide a single point of contact for Workers' Compensation claims and generate paperwork, track time out of the office, and facilitate

communication between the employee and supervisor. AGENCY will act as the liaison between the employee and insurance carrier for Workers' Compensation insurance/payments.

- 1.2.11 AGENCY is required to be an Equal Opportunity (EO) employer. AGENCY must, per EDD Workforce Services Directive (WSD) 17-01, "designate an individual who will be responsible for the developing and publishing of complaint procedures and the processing of complaints as required by 29 CFR Section 38.72 through 38.75". AGENCY may be required to submit their EO Plan for review upon request by ETR.
- 1.2.12 AGENCY shall provide a single point of contact for unemployment claims. The Department of Labor, Employment and Training Administration's Unemployment Insurance Program Letter No. 30-96 exempts "work-training" programs from providing unemployment insurance. However, if claims are filed, they will be transmitted to AGENCY for resolution and response to the State Employment Development Department.
- 1.2.13 Upon written request, AGENCY will make available to COUNTY, payroll records in its possession which may be required by federal and state agencies.

1.3. COUNTY'S RESPONSIBILITIES.

- 1.3.1 COUNTY shall be responsible for verification of PARTICIPANT's right to work documents. PARTICIPANT I-9 forms shall be completed at the time of hire and before PARTICIPANT commences work and COUNTY shall provide AGENCY three (3) days' notice of any PARTICIPANT needing on-boarding.
- 1.3.2 COUNTY shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training and work assignments in accordance with the WORK SITE request and job description.
- 1.3.3 COUNTY shall allow for monitoring visits by representatives of AGENCY and shall ensure that WORK SITES will allow for monitoring visits by representatives of AGENCY should AGENCY elect to perform an inspection.
- 1.3.4 COUNTY will notify AGENCY if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement.
- 1.3.5 If PARTICIPANTS will be working at WORK SITES not under the direction and control of COUNTY, COUNTY shall enter into a signed "Work Site Agreement" with the WORK SITE prior to PARTICIPANT beginning his or her work experience. COUNTY shall use the Work Site Agreement Template in "**EXHIBIT A**", attached to this Agreement and herein incorporated by reference, as its Work Site Agreement with each WORK SITE. AGENCY in its discretion may deny placement of PARTICIPANTS at any WORK SITE, if AGENCY deems the WORK SITE to be unsafe or non-compliant with State, local or Federal law.

- 1.3.6 Without the prior written agreement of AGENCY, COUNTY will not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property.
- 1.3.7 COUNTY shall ensure PARTICIPANTS receive meal and rest breaks in compliance with California Law. COUNTY agrees to accurately track and provide AGENCY a time record for all hours worked by each PARTICIPANT on a biweekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. COUNTY will be responsible for ensuring PARTICIPANTS enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked, waiting time penalties, and meal period premiums according to state or local law.
 - 1.3.7.1 If COUNTY submits a request to offboard a PARTICIPANT, COUNTY shall notify AGENCY at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); COUNTY shall also notify AGENCY immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If COUNTY fails to notify AGENCY in accordance with this term, COUNTY shall be responsible for compensating AGENCY for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203. Should a PARTICIPANT'S work experience unexpectedly end, COUNTY will send AGENCY the PARTICIPANT'S final time sheet upon learning it is the PARTICIPANT'S final day of employment. This allows AGENCY to comply with any final pay requirement.
- 1.3.8 COUNTY will ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, COUNTY will be responsible for payment of overtime to the PARTICIPANT. COUNTY will ensure that no PARTICIPANT exceeds 480 hours total.
- 1.3.9 COUNTY shall provide a detailed job description prior to the start date for each PARTICIPANT. This will allow AGENCY to apply an accurate Worker's Compensation Rate to be billed to COUNTY.
- 1.3.10 COUNTY shall collect and maintain a copy of each WORK SITE's Injury and Illness and Prevention Program (IIPP) and shall provide a copy to AGENCY upon request.
- 1.3.11 COUNTY shall collect and maintain a copy of each WORK SITE's Certificate of Insurance (COI) for each insurance policy that WORK SITE is required to maintain, pursuant to the WORK SITE Agreement between COUNTY and WORK SITE and shall provide a copy to AGENCY upon request.

1.4 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS.

- 1.4.1 COUNTY must provide all legally required documents prior to PARTICIPANTS start date including but not limited to PARTICIPANT Form I-9s and work permits for PARTICIPANTS under the age of 18.

- 1.4.2 COUNTY shall certify that WORK SITE provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 1.4.3 COUNTY and WORK SITE shall comply with all applicable federal, state and local laws and regulations relating to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (OSHA) laws and regulations, including the recording of workplace injuries on COUNTY's OSHA 300 logs.
- 1.4.4 COUNTY and WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- 1.4.5 No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor convey the implication of County endorsement or support for a candidate for local, state, or federal office.
- 1.4.6 Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. The limitation contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

1.5 WORKER'S COMPENSATION AND EMPLOYMENT CLAIMS.

- 1.5.1 Compensation Claims related to a PARTICIPANT.
- 1.5.2 COUNTY shall promptly report to AGENCY any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 1.5.3 COUNTY shall notify AGENCY if a PARTICIPANT is required to operate any motor vehicle or heavy equipment at any time as part of his or her work/training activities. COUNTY will ensure that no PARTICIPANT under the age of 21 operates a vehicle as part of their work experience duties. AGENCY must be notified in advance if heavy equipment, vehicles or power tools are required as part of the work experience. AGENCY'S standard on-boarding and approval procedures requires that all work experiences must be reviewed and approved in advance. COUNTY must provide documentation that the PARTICIPANT has received the proper training, license or certificate to operate heavy equipment, vehicles or power tools that are required as part of the work experience

2. PAYMENT TERMS.

2.1 **COMPENSATION.** The total fee to be paid to AGENCY by COUNTY for the services shall be \$275,616, including applicable taxes. Services will be billed based on actual costs of services provided and COUNTY will be responsible for all costs incurred by PARTICIPANTS under this Agreement. These costs include any cost the AGENCY is obligated to pay PARTICIPANTS under Federal, State or local law.

2.2 **INVOICING AND PAYMENT.**

2.2.1 For services satisfactorily rendered, and upon receipt and approval of the invoices, COUNTY agrees to compensate AGENCY for actual expenditures incurred in accordance with the rates specified herein.

2.2.2 Itemized invoices shall be submitted via email on a monthly basis to:

Finance Department
Employers' Training Resource
1600 E. Belle Terrace
Bakersfield, CA 93307
etrfinance@kerncounty.com

2.3 **BILLING RATE.** COUNTY will be invoiced monthly and will pay AGENCY based upon a specified billing rate, which is composed of the following:

2.3.1 COUNTY shall be billed for the PARTICIPANT's hourly rate, including any premium payments owed to the PARTICIPANT.

2.3.2 AGENCY's fees shall be fifty percent (50%) of the total gross wages for PARTICIPANTS.

2.3.3 COUNTY shall be responsible for compensating AGENCY for any services performed or employee benefit cost incurred by PARTICIPANTS that are not listed in Exhibit A of the Agreement but are required under local, State and Federal law. Billed rates will be increased to reflect additional costs incurred due to payment of waiting time penalties, meal period premiums, and other statutory penalties imposed pursuant to applicable local, state, and federal laws.

2.3.4 COUNTY shall be responsible for reimbursing the AGENCY for criminal history background checks, live scans, or any other pre-employment screening that is requested by COUNTY.

3. **TERM, TERMINATION, STOP WORK NOTICE.**

3.1.1 **Term.** The period of this Agreement is from the Effective Dates to June 30, 2027 ("Term"), or until all funds due to AGENCY under this agreement have been paid and all terms and conditions have been satisfied.

3.1.2 **Termination for Convenience.** Either party shall have the right to terminate this agreement for any reason or no reason, without penalty, at any time by providing the other party with written notice of termination at least thirty (30) calendar days in advance.

3.1.3 Termination for Cause. Either party shall have the right to terminate this Agreement, without penalty, immediately should the other party be found to be in material breach of this agreement.

3.1.4 Procedures at Termination. Either party must cease or reduce work immediately upon receiving the notice of termination or as required by the written notice and take all steps possible to mitigate losses. COUNTY shall be liable to AGENCY for all wages and costs authorized under this agreement up until the effective date of termination and shall make payment to AGENCY upon receipt of a final invoice.

4. INSURANCE AND INDEMNIFICATION.

4.1 Insurance. AGENCY, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of AGENCY's actions in connection with the performance of AGENCY's obligations, as required in this Agreement, shall secure and maintain insurance as described below. AGENCY shall not perform any work under this Agreement until AGENCY has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, AGENCY shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. AGENCY shall promptly deliver a certificate of insurance, and all required endorsement, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the COUNTY's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. AGENCY shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by AGENCY or COUNTY as an additional insured.

4.1.1 Workers' Compensation and Employer's Liability Insurance Requirements:

In the event AGENCY has employees who may perform any services pursuant to this Agreement, AGENCY shall submit written proof that AGENCY is insured against liability for worker' compensation in accordance with the provisions of section 3700 of the California Labor Code.

AGENCY shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees unless the

subcontractors' employees are covered by the insurance afforded by AGENCY. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, AGENCY shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

AGENCY shall also maintain Employer's Liability Insurance with limits of one million (\$1,000,000) for bodily injury or disease.

4.1.2 Liability Insurance Requirements: AGENCY shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the COUNTY), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of AGENCY's performance of work under this Agreement. The Commercial General Liability Insurance shall contain no exclusions or limitations for independent contractors working on behalf of the named insured. AGENCY shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

A fidelity bond covering each of its employees who has the power to disburse or handle funds under this Agreement. The limit of the fidelity bond shall not be less than one hundred thousand dollars (\$100,000) or an amount equal to the amount specified in paragraph 2.b of the Agreement if said amount is less than one hundred thousand dollars (\$100,000). If the bond is canceled or reduced, AGENCY will immediately notify the COUNTY. If the bond is canceled or reduced, COUNTY will make no further disbursement until it is assured that adequate coverage has been obtained. In lieu of a fidelity bond, AGENCY may maintain a fidelity crime insurance policy with an aggregate limit of one million dollars (\$1,000,000) or more.

The Commercial General Liability Insurance and Automobile Liability Insurance required in this sub-paragraph b shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the County Risk Manager.

If any of the insurance coverages required under this Agreement is written on a claims-made basis, AGENCY, at AGENCY's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement, or (iii) acquire a full prior acts provision on any renewal or replacement policy.

4.1.3 Cancellation of insurance – The above stated insurance coverages required to be maintained by AGENCY shall be maintained until the completion of all of AGENCY's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by AGENCY shall not be suspended or voided, canceled or reduced in coverage or in limits except after ten (10) days written notice by AGENCY in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. AGENCY shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon the insolvency of the insurer that issued the policy.

4.1.4 All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.

4.1.5 If AGENCY is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, AGENCY shall provide coverage equivalent to the insurance coverages and

endorsements required above. The COUNTY will not accept such coverage unless the COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by AGENCY is equivalent to the above-required coverages.

- 4.1.6 All insurance afforded by AGENCY pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the COUNTY.
- 4.1.7 Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve AGENCY for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, nor shall it preclude the COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- 4.1.8 Failure by AGENCY to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by AGENCY. COUNTY, at its sole option, may terminate this Agreement and obtain damages from AGENCY resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to AGENCY, COUNTY shall deduct from sums due to AGENCY any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to AGENCY pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, AGENCY agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve AGENCY of its obligation to obtain and maintain the insurance coverages required by this Agreement.

- 5. **INDEMNIFICATION.** Each party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting therefrom) to any person, including the indemnifying party's employees, affiliates, or agents, or occasioned by or in connections with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its

affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid costs, as well as other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys' fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this agreement.

6. **NOTICES.** All notices and other communications required or permitted to be given under this Agreement, including but not limited to any notice of change of address, must be directed to the following individuals. Further, all notices shall be in writing and shall be emailed, personally delivered, certified mail, postage prepaid, return receipt requested, or by overnight courier service. Notice shall be deemed effective on the date emailed, personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service or overnight courier service.

AGENCY:

CONTRACT

John Casella, Chief Growth Officer
JobWorks, Inc. d/b/a JobWorks Education & Training Systems
(856) 220-9064
icasella@jobworksinc.org

PAYROLL

Edina Treace, Payroll Specialist
JobWorks, Inc. d/b/a JobWorks Education & Training Systems
(260) 745-2000
Erizvic@jobworksinc.org

ONBOARDING/OFFBOARDING

Amy Cole, Human Resource Specialist
JobWorks, Inc. d/b/a JobWorks Education & Training Systems
(260) 458-7136
acole@jobworksinc.org

HR/WORKERS' COMP/MWSA/CERTIFICATES OF INSURANCE

Alana Stadelmayer, Human Resource Generalist
JobWorks, Inc. d/b/a JobWorks Education & Training Systems
(260) 458-7142
astadelmayer@jobworksinc.org

BILLINGS/INVOICES

Cathy Cross, Chief Finance Officer
JobWorks, Inc. d/b/a JobWorks Education & Training Systems

(260) 7445-2000
ccross@jobworksinc.org

COUNTY:

Michelle Pando, Departmental Analyst
Employers' Training Resource
1600 E Belle Terrace
Bakersfield, CA 93307
(661) 336-6946
pandom@kerncounty.com

Jeremy Shumaker, Assistant Director
Employers' Training Resource
1600 E Belle Terrace
Bakersfield, CA 93307
(661) 635-2758
shumakerj@kerncounty.com

7. GENERAL TERMS.

7.1. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement. Paragraph headings shall not be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain.

7.2 **Assignment and Delegation.** This agreement may not be assigned or otherwise transferred by either party without the prior written consent of the other party; however, either party will have the right to assign its rights and obligations under this agreement in connection with a merger, acquisition, or sale transfer of substantially all of its assets. Any assignment not in accordance with this paragraph is void.

7.3 **Anti-lobbying.** AGENCY shall not use any part of the funds rendered for Services to directly or indirectly pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a political candidate for public office or a Member of Congress, a jurisdiction, or an official of any government, or to favor, adopt, or oppose, by vote or otherwise, any legislation.

7.4 **Non-Discrimination.** AGENCY shall not discriminate in the provision of services, benefits, employment, facilities or otherwise because of race, color, ancestry, religion, creed, national origin, sex, age, sexual orientation, physical or mental disability, medical condition, marital status, denial of family care leave or on the basis of any other protected category as provided by federal, state and/or local laws. COUNTY shall comply with the provisions of the Fair Employment and Housing Act (California Government Code 12990(a)-(f) et seq.) and the applicable

regulations promulgated there under (California Code of Regulations, Title 2, 7285 et seq.).

7.5 **Debarment and/or Suspension.** AGENCY shall comply with Executive Order 12549, Debarment and Suspension. AGENCY represents and warrants that AGENCY is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency or any California state department or agency.

7.6 **Entire Agreement.** This agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between the parties regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this agreement are hereby deemed rejected by COUNTY and shall not be of any effect or in any way binding upon COUNTY. To the extent that the terms and conditions of this agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this agreement will prevail.

7.7 **Modification of Agreement.** This agreement may be modified only by a written agreement dated subsequent to this agreement and signed by authorized representatives of each party. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

7.8 **Law to Govern; Venue.** This agreement is made under and will be governed by and construed in accordance with the laws of the State of California. Any litigation resulting from a dispute or claim arising under or relating to this agreement shall be resolved in a state or federal court. The parties specifically submit to the personal jurisdiction and subject matter jurisdiction of the state and federal courts in Bakersfield, California. The prevailing party in any action relating to breach or enforcement of this agreement shall be entitled to their reasonable attorney's fees and costs.

7.9 **Time is of the Essence.** Time is of the essence with respect to all provisions of this agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this agreement.

7.10 **Construction of Agreement.** Both parties have participated in the negotiations and drafting of this agreement. Therefore, the terms and conditions of this agreement shall not be construed against either party as the drafting party.

7.11 **Confidentiality.** AGENCY shall not, directly or indirectly, use, make available, sell, disclose or otherwise communicate to any third party, other than in AGENCY's assigned duties and for the benefit of COUNTY, any of COUNTY's Confidential Information, either during or after AGENCY's relationship with COUNTY. Subject to applicable federal, state and local law, including but not limited to the Richard McKee Transparency Act of 2011, Confidential Information is to be broadly defined, and includes but may not be limited to all information that has or could have

commercial value or other utility in the business in which COUNTY is engaged or contemplates engaging, and all information of which the unauthorized disclosure could be detrimental to the interests of COUNTY, whether or not such information is identified as Confidential Information by COUNTY. This paragraph shall survive the expiration or early termination of this agreement.

7.12 **Execution of this Agreement.** The Parties agree that this agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this agreement is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this agreement.

7.13 **Authority to Bind.** The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

7.14 **Severability.** If any part of this agreement is found invalid or unenforceable, that part will be amended to achieve, as nearly as possible, the same economic effect as the original provision and the remainder of this agreement will remain in full force and effect.

7.15 **Non-waiver.** The failure of either AGENCY or COUNTY, whether purposeful or otherwise, to exercise in any instance any right, power or privilege (including but not limited to waiver) under this agreement or under law of this agreement shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by AGENCY must be in writing.

7.16 **Relationships of the Parties.** Both parties are independent parties, and this agreement will not establish any relationship of partnership, joint venture, employment, agency or otherwise. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent, except as otherwise expressly provided in this agreement.

7.16.1 **Finding of Joint Employment.** In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between AGENCY and COUNTY, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer/employee contributions, and defense/indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

7.17 **Force Majeure.** AGENCY shall not be liable or deemed to be in default for any delay or failure in performance under this agreement or interruption of Services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, terrorism, war, strikes, labor disputes, shortages of suitable

parts, materials, labor or transportation, pandemic, quarantine, global or local health emergencies, or any similar cause beyond the reasonable control of AGENCY.

7.18 **Political/ Religious Activity.** No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of County property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's or entity's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

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IN WITNESS WHEREOF, COUNTY and AGENCY have caused the Agreement to be executed by their respective officers and agents as of the day and year first above written.

"COUNTY"

By: _____
Chair
Kern County Board of Supervisors

Date: _____

"AGENCY"

By:  _____
John Casella,
Chief Growth Officer

Date: September 9, 2026

APPROVED AS TO CONTENT:

By:  _____
Brandon J. Evans,
Chief Workforce Development Officer
Employers' Training Resource

Date: 9/10/26

APPROVED AS TO FORM:

By:  _____
Andrew Hamilton,
Deputy County Counsel

Date: September 10, 2026

“EXHIBIT A”

MASTER WORK SITE AGREEMENT

For AB 109 Work Experience Participants placed at Non-County Work Sites

Between

KERN COUNTY EMPLOYERS' TRAINING RESOURCE
A Department within the County of Kern

And

JOBWORKS, INC.

And

[WORK SITE]

This Worksite Agreement (“Agreement”) is entered into on _____, between KERN COUNTY EMPLOYERS' TRAINING RESOURCE, a department within the County of Kern, a political subdivision of the State of California, hereinafter (“COUNTY”) and [Work Site], a [legal description of entity], with its principal place of business located at [address], hereinafter (“WORK SITE”), (together herein referred to as the “parties”) and describes the roles and responsibilities of the parties in relation to the placement of Work Experience Program Participant(s) (“PARTICIPANT(S)”) at WORK SITE, in accordance with the Work Experience Program Agreement entered into between COUNTY and JOBWORKS, Inc. d/b/a JobWorks Education and Training Systems (“JOBWORKS”). This Agreement supersedes any previous Master Work Site Agreement entered into by and between the COUNTY and WORK SITE. PARTICIPANT(S) are employees of JOBWORKS as JOBWORKS acts as the employer of record for the PARTICIPANT(S) and provides all payrolls and associated costs (i.e., workers' compensation, taxes, etc.), and workers' compensation coverage for PARTICIPANTS.

1. WORK SITE Responsibilities

- 1.1 WORK SITE agrees to provide all PARTICIPANT(S), as referenced in Attachment A, with the opportunity to work in the capacity of the job titles(s), as referenced in Attachment A, which will enhance long term employability skills through work exposure (career exploration) and to gain entry level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills and in accordance with the agreed upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline). COUNTY shall work with WORK SITE to complete

and submit to JOB WORKS and COUNTY a separate Individual Work Experience Training Agreement ("IWETA") for each PARTICIPANT prior to each PARTICIPANT beginning their work experience. The IWETA shall include a participant-specific version of Attachment A.

- 1.2 WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS and must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description, as referenced in Attachment A.
- 1.3 WORK SITE shall allow for monitoring visits by representatives of JOB WORKS and COUNTY.
- 1.4 WORK SITE shall notify COUNTY and JOB WORKS if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the JOBWORKS.
- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with California Law. WORK SITE agrees to accurately track and provide COUNTY and JOBWORKS a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANTS enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
 - 1.6.1. If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify COUNTY at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify COUNTY immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify COUNTY in accordance with this term, WORK SITE shall be responsible for compensating COUNTY for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions, safety-related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the

WORK SITE. WORK SITE shall provide the PARTICIPANT training on the specifications and maintenance of safety-related equipment and/or PPE prior to PARTICIPANT's use. Where special clothing, training, or PPE is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT. If WORK SITE uses or stores hazardous chemicals to which PARTICIPANTS may be exposed, WORK SITE shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to PARTICIPANTS about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.

- 1.8 In accordance with state law and regulation, WORK SITE shall provide training to each Participant on WORK SITE's Injury Illness and Prevention Program. If PARTICIPANTS will be performing work outdoors, WORK SITE shall also provide training to each PARTICIPANT on WORK SITE's Heat and Illness Prevention Program, in accordance with California Code of Regulations section 3395, and WORK SITE's Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, as applicable.
- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.

2. COUNTY Responsibilities

- 2.1 COUNTY will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring compliance with this agreement and reviewing PARTICIPANT progress.
- 2.2 COUNTY will submit time sheets electronically if possible; otherwise, COUNTY will visit the WORK SITE to collect time sheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 COUNTY will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to COUNTY prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds **480 hours total**. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July – June) year unless classified as a Student Assistant with COUNTY and with JOBWORCS advance approval.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- 3.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations for a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”; “Cal-OSHA”) laws and regulations, including the recording of workplace injuries on COUNTY’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
 - 3.5.1. If the regulations promulgated pursuant to WIOA are amended or revised, WORK SITE shall comply with them or will notify COUNTY within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.

- 3.7 WORK SITE shall not participate in the Work Experience program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.10 WORK SITE management shall inform COUNTY immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender. If the PARTICIPANT is a Registered Sex Offender, WORK SITE shall ensure PARTICIPANT is supervised at all times by WORK SITE personnel and shall ensure PARTICIPANT is prohibited from working around or coming into contact with minors or those with developmental disabilities. In addition, COUNTY shall comply with COUNTY's post-release supervision obligations related to PARTICIPANT pursuant to COUNTY's responsibilities and obligations as set forth in AB 109, including, but without limitation to California Penal Code sections 3453 and 3454(b). WORK SITE shall ensure it complies with and does not interfere with COUNTY's post-release supervision responsibilities and obligations related to PARTICIPANT as described above to the extent that those responsibilities and obligations are shared with the WORK SITE.
- 3.11 WORK SITE and COUNTY agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 3.12 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between JOB WORKS and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.
- 3.13 No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor

conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

- 3.14 Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

4. Term, Termination, Waiver, and Modification

- 4.1 The period of this Agreement is from the effective date reflected above through June 30, 2027] ("Term"), in alignment with the Work Experience Program Agreement entered into between COUNTY and JOB WORKS. However, this Term in no way alters the employment term specified in each PARTICIPANT's IWETA.
- 4.2 COUNTY may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT's or COUNTY's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to COUNTY.
- 4.3 No modification or waiver of any provision of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

5. Worker's Compensation and Employment Claims

- 5.1 WORK SITE shall immediately notify COUNTY and JOB WORKS of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- 5.2 WORK SITE shall promptly report to COUNTY and JOB WORKS any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- 5.3 WORK SITE must notify ETR and JobWORKS prior to PARTICIPANT's use of motor vehicles, forklifts, or power tools. In the event that a PARTICIPANT will use or uses such forklifts or power tools during the course of the program, PARTICIPANT shall provide to Case Manager the credentials/certifications received from training program in the operation of forklifts and/or power tools. If WORK SITE secures ETR and

JobWORKS' approval for use of forklifts or power tools, prior to PARTICIPANT using forklifts or power tools, WORK SITE shall ensure PARTICIPANT receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of PPE) required under California law and regulation applicable to the use of forklifts and/or power tools, including without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

6. Insurance and Indemnification

6.1 WORK SITE shall maintain insurance as listed below:

- i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name COUNTY and JOB WORKS, its directors, officers, and employees as Additional Insureds.
- ii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- iii. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name COUNTY and JOBWORKS, its directors, officers, and employees as Additional Insureds.
- iv. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- v. All insurance afforded by WORK SITE pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the COUNTY or JOBWORKS. An endorsement shall be provided which shall waive any right of recovery (waiver of subrogation) against the COUNTY and JOBWORKS.
- vi. Prior to WORK SITE commencing any of its obligations under this Agreement, evidence of insurance and all required endorsements in compliance with the requirements above shall be furnished to the COUNTY and JOBWORKS by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above. WORK SITE shall immediately pay any deductibles and self-insured retentions under all required insurance policies

upon the submission of any claim by WORK SITE or by COUNTY or JOBWORKS as an additional insured.

- vii. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve WORK SITE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the COUNTY or JOBWORKS from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- viii. Failure by WORK SITE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by WORK SITE. COUNTY and JOBWORKS, at its sole option, may terminate this Agreement and obtain damages from WORK SITE resulting from said breach.

6.2 The WORK SITE shall indemnify and hold harmless COUNTY and JOBWORKS, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.

6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both COUNTY and JOBWORKS harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

COUNTY:

Brandon J. Evans
Chief Workforce Development Officer
Employers' Training Resource
County of Kern
1600 E. Belle Terrace
Bakersfield, CA 93307
(661) 336-6957

BrandonE@kerncounty.com

WORK SITE:

Name
Title
Company
Street Address
City, State Zip
Phone
Email

JOB WORKS:

John Casella
Chief Growth Officer
JobWORKS, Inc.
7230 Engle Road, Suite 213
Fort Wayne, IN 46804
215-705-6658
jcasella@jobworksinc.org

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The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

COUNTY

Employers' Training Resource

By: _____
Brandon J. Evans,
Chief Workforce Development Officer

Date: _____

Approved as to Form
Office of County Counsel

By: _____
Andrew Hamilton
Deputy County Counsel

WORKSITE

[Work Site]

By: _____
[Work Site Representative]
[Title]

Date: _____

Employer of Record

By: _____
Alana Stadelmayer
Human Resource Generalist

Date: _____

**(When completed at the individual participant level, becomes the Individual Work
Experience Training Agreement (IWETA))**

Employer of Record Name & Address: JobWorks, Inc.

72030 Engle Road, Suite. 213, Fort Wayne, IN 46804

ATTACHMENT A to Work Site Agreement

TRAINING OUTLINE:

Work Site Name: [Fill in actual work site name if different than company main]

Work Site Address: [Fill in actual work location]

Work Site Supervisor Name & Title(s): [Fill in Work Site Supervisor Name & Title]

Work Site Supervisor Phone: [Fill in Work Site Supervisor Phone]

Work Site Supervisor Email: [Fill in Work Site Supervisor Email]

(If there will be more than one work site for this company, add additional locations and supervisors, as applicable.)

Total Weeks / Hours: 20-40 hours per week for participants working less than 6 calendar months; up to 29 hours per week for those working 6 calendar months or more.

Total work experience hours authorized: 480

No participant may work more than 1,000 hours in a fiscal year (July 1, through June 30).

Hourly compensation: \$16.90 per hour (or current minimum wage) or \$XX.XX (or current wage for position) or range depending on position (list positions and wages) CHOOSE ONE

Individual participant start and end dates will vary within the term of this Master Work Site Agreement and will be listed on Individual Work Experience Training Agreement/Participant Addendum.

Post-program Support

Upon successful completion of the program, participants not hired directly out of unsubsidized employment will return to Employers' Training Resource for job search, interview assistance, resume development, employment referrals, and supportive services. Some of these services

may also be delivered concurrently with subsidized work depending on the participant's work schedule.

JOB TITLE(S) AND DETAILED DESCRIPTION:

[Job Title]

[Description including any prerequisites and responsibilities.]

[Job Title]

[Description including any prerequisites and responsibilities.]

ADD OR DELETE AS NECESSARY

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