

September 29, 2026

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

**PROPOSED AGREEMENT WITH CLEVELAND STATE UNIVERSITY SCHOOL OF SOCIAL
WORK FOR FURNISHING SOCIAL WORK FIELDWORK EXPERIENCE PROGRAM
CONTAINING NON-STANDARD TERMS AND CONDITIONS
(Fiscal Impact: None)**

The Department of Human Services (DHS) is requesting your Board's approval of the proposed Agreement with Cleveland State University School of Social Work for provision of an internship program. The term of the Agreement is Execution date through June 30, 2027. There is no General Fund cost.

Cleveland State University School of Social Work offers a Graduate Social Work Degree program accredited by the Council on Social Work Education. This degree program requires clinical fieldwork experience and the use of clinical/Human Services facilities. This proposed Agreement is to the mutual benefit of the County of Kern and Cleveland State University School of Social Work as this will allow current DHS employees who are currently enrolled in this educational program to provide assistance to the Department while fulfilling the specific requirements for clinical experience as part of a degree requirement.

County Counsel was unable to approve the Agreement as to form due to the absence of an indemnification provision favorable to the County; however, County Counsel has advised that the Agreement may be presented for consideration on the consent agenda. The Department considers the Agreement to present a low level of risk because it is a no-cost Agreement that does not obligate County funds. The County Administrative Office has reviewed the Agreement and concurs with our recommendation.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Agreement for furnishing social work fieldwork experience, containing non-standard terms and conditions, with Cleveland State University School of Social Work and authorize the Chairman to sign.

Sincerely,



Lito Morillo
Director

cc: CAO

**AGREEMENT
FOR
SOCIAL WORKER FIELD EXPERIENCE**

Independent University
(COUNTY – CLEVELAND STATE UNIVERSITY SCHOOL OF SOCIAL WORK)

THIS AGREEMENT ("**Agreement**") is made and entered into on _____ ("**Execution Date**"), by and between the COUNTY OF KERN, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and Cleveland State University School of Social Work, ("**University**"), whose principal place of business is at 2121 Euclid Avenue, Ph 211, Cleveland, OH 44115. County/Department and University are referred to individually as a "**Party**" and collectively as the "**Parties**". UNIVERSITY'S UNIQUE ENTITY IDENTIFIER NUMBER: YKGMTXA2NVL6.

WHEREAS:

- a. Government Code Sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained, experienced, and competent to perform those services; and
- b. University has approved a Graduate/Undergraduate program in Social Work, and each program requires clinical fieldwork experience and the use of clinical/Human Services facilities; and
- c. The Council on Social Work Education has University's School of Social Work in accredited status; and
- d. It is to the mutual benefit of the Parties hereto that students enrolled in University's School of Social Work use the clinical/Human Services facilities of County for their graduate/undergraduate social work experience.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. TERM

This Agreement shall commence on the Execution Date and shall remain in effect until June 30, 2027, unless sooner terminated as provided for in this Agreement. The Parties may renew the Agreement for additional two-year terms up to a total of five (5) years by written mutual agreement in the form of an addendum if the Agreement is not otherwise earlier terminated.

2. COORDINATION OF PROGRAM

The Parties shall use the best efforts to establish the educational objectives for the program, devise methods for its implementation, and continually evaluate to determine the effectiveness of the clinical experience.

The Parties hereto agree that the University's students referenced in this Agreement are current Department employees who are enrolled in this educational program and are fulfilling specific requirements for clinical experiences as part of a degree requirement.

3. RESPONSIBILITIES OF UNIVERSITY

University, as facilitated by the Cleveland State University School of Social Work, shall:

- A. Work cooperatively with the Department in designing appropriate practicum learning experiences to meet the objectives of the University's practicum education program; and
- B. Select and/or recommend for placement at the Department students who appear to be most appropriate. It is understood that the Department will have the opportunity to meet the students before placement begins; and
- C. Provide on-line access to the University's practicum manual plus other pertinent instructional material, such as academic calendar, course outlines, filed bulletins, evaluation guidelines, periodic updates; and
- D. Keep the Department and Practicum Instructors informed about University activities and plans affecting practicum education; and
- E. Provide opportunities for Department/Practicum Instructor participation in relevant University committees and activities as reasonably practicable; and
- F. Notify students that they are subject, during their educational practicum experience at Department, to applicable Department regulations and that they must conform to the same standards as are set for the Department's employees in matters relating to the welfare of clients or patients and general Department operations; and

4. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

- A. Adhere to the goals of the University as presented in its Practicum Education manual, except in any circumstances wherein a said goal conflicts with Department's stated policy, rule, or procedure; and
- B. Accept and treat the student's primary role as a learner and the Practicum placement assignment as an educational experience. This includes the following:
 - 1) Permitting the student to receive needed support, assistance and instruction; and
 - 2) Making available to the student appropriate cases and learning activities; and
 - 3) Permitting the student to participate in staff development and other training opportunities.

- C. Provide qualified staff as Practicum Instructors for the student, subject to approval by the University; and
- D. Assure that the Practicum Education Liaison is advised of policy and service changes and developments which may affect student learning or the University's curriculum; and
- E. Provide for reimbursement of student travel expenses on Department business that has approval of Practicum Instructor; and
- F. Provide the student with information available to its employees regarding personal safety, when carrying out agency related assignments; and
- G. Provide the student with copies of harassment (including sexual harassment) and protected-class discrimination policies and reporting procedures that Department has in place; and
- H. Provide students with the name and contract information of personnel that Department has designated for reporting harassment and protected-class investigations, including the identity of the alleged respondent(s) and all disciplinary or remedial actions.

5. COMPENSATION

No compensation shall be paid among the parties to this Agreement for the services described herein.

University shall be solely responsible for any payroll taxes, withholdings, worker's compensation, and any other insurance or benefits of any kind for University's employees as required by law. Students are not employees or agents of University and shall receive no compensation for their participation in the Program, either from University or County.

6. REPRESENTATIONS

University makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- A. University has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and
- B. University does not have any actual or potential interests adverse to County, nor does University represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- C. University shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

7. ASSIGNMENT

University shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. University shall not assign any monies due or which become due to University under this Agreement without the prior written approval of County.

8. NEGATION OF PARTNERSHIP

In the performance of the services under this Agreement, University shall be, and acknowledges that University is in fact and law, an independent University and not an agent or employee of County. University has and retains the right to exercise full supervision and control over the manner and methods of providing services to County under this Agreement. University retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting University in the provision of services under this Agreement. With respect to University's employees, if any, University shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employment taxes whether federal, State or local, and compliance with any and all other laws regulating employment.

9. IMMIGRATION REFORM AND CONTROL ACT

University acknowledges that University, and all subcontractors hired by University to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). University is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by University to perform services under this Agreement are in compliance with IRCA. To the extent permitted by the laws of the State of Ohio, University agrees to be liable for the negligent acts and negligent omissions of its officers and employees engaged in the scope of their employment arising under the contract. The parties hereby agree that nothing in this contract or any attachment shall be construed or interpreted as a waiver of the sovereign immunity of CSU and/or the State of Ohio.

10. INDEMNIFICATION

To the extent permitted by the laws of the State of Ohio, University agrees to be liable for the negligent acts and negligent omissions of its officers and employees engaged in the scope of their employment arising under the contract. The parties hereby agree that nothing in this contract or any attachment shall be construed or interpreted as a waiver of the sovereign immunity of CSU and/or the State of Ohio.

11. INSURANCE

University, shall secure and maintain insurance as described below. University shall not perform any work under this Agreement until University 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, University 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. The University

shall promptly deliver the County's authorized insurance representative a certificate of insurance, and all required endorsements, 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 representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. University shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by University or County as an additional insured.

- A. Workers' Compensation and Employers Liability Insurance Requirement. In the event University has employees who may perform any services pursuant to this Agreement, University shall submit written proof that University is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the California Labor Code.

University shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by University. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, University shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

University shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- B. Liability Insurance Requirements:

- 1) University shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance, Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of University's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. University 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.
 - b) 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 the policy limits, which shall be at least one million (\$1,000,000) each occurrence.

- c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate.
 - 2) The Commercial General Liability 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.
 - 3) The University may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), , and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss
 - 4) University shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and University shall ensure that the County is an additional insured on insurance required from subcontractors.
 - 5) 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.
 - 6) If any of the insurance coverages required under this Agreement is written on a claims-made basis, University, at University's option, shall either (i) maintain said coverage for at least three 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 years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- C. All insurance afforded by University 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, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.**
- D. 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.

- E. If University is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, University 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 University is equivalent to the above-required coverages.
- F. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve University 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.
- G. Failure by University to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by University. County, at its sole option, may terminate this Agreement and obtain damages from University resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to University, County shall deduct from sums due to University any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to University pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, University 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 University of its obligation to obtain and maintain the insurance coverages required by this Agreement.

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

12. CONTRACT DISPUTE

Should a dispute arise between University and County relating to performance under this Agreement, University will, prior to exercising any other remedy which may be available, provide County with written notice of the particulars of the dispute within 30 calendar days of the dispute. County will meet with University, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to University. County will provide a written response to University within 30 days of receipt of University's written notice.

13. TERMINATION

Either Party may terminate this Agreement, with or without cause, upon 30 calendar days prior written notice to the other Party. In the event this Agreement is terminated by either University or County, and if so requested by County, University shall submit to County all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement, within 30 calendar days after the effective date of termination. In the event of termination of this Agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by University after the effective date of the termination, and University shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

14. NOTICES

Notices to be given by one Party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to University shall be addressed as follows:

Attn: Karmen Torres, k.m.torres@csuohio.edu
Cleveland State University
2121 Euclid Avenue, Ph 211
Cleveland, Ohio 44115-2214
With a copy to:
Office of General Counsel
2121 Euclid, Ave (AC327)
Cleveland, OH 44115-2214

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

15. OWNERSHIP OF DOCUMENTS

All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and if so requested by County, shall be returned to County upon full completion of all services by University or termination of this Agreement, whichever first occurs.

16. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. University agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. University shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

17. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

18. AUTHORITY TO BIND COUNTY

It is understood that University, in University's performance of any and all duties under this Agreement, has no authority to bind County to any agreements or undertakings.

19. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

20. NON-WAIVER

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by University. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

21. CONFIDENTIALITY

No Party to this Agreement shall, without the written consent of the other Party, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

22. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of

every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

23. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

24. COMPLIANCE WITH LAW

University shall observe and comply with all applicable County, State and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

25. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

26. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this Agreement.

27. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. FORCE MAJEURE

County shall exercise every reasonable effort to meet its obligations hereunder and shall not be liable for delays resulting from force majeure or other causes beyond its reasonable control including, but not limited to, compliance with any government law or regulation, acts of God, fires, strikes, lockouts, natural disasters, wars, riots, and/or any other cause whatsoever beyond the reasonable control of County. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

29. NONDISCRIMINATION

Neither University, nor any officer, agent, employee, servant or subcontractors of University, shall discriminate in the treatment or employment of any individual or groups of individuals

on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements.

30. AUDIT, INSPECTION, AND RETENTION OF RECORDS

University agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. University shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. University shall maintain such data and records in an accessible location and condition for a period of not less than five years from the date of final payment under this Agreement, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.

31. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. University certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
5. University shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either University or University's subcontractors. University shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

B. The University agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

32. LOBBYING CERTIFICATION

University, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the University, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

33. POLITICAL OR 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 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.

34. NON-COLLUSION COVENANT

University represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. University has received from County no incentive or special payments or considerations related to the provision of services under this Agreement.

35. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to County and University. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and University that any such person or entity, other than County or University, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

36. SIGNATURE AUTHORITY

Each Party represents that they have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

37. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By _____
Chairman, Board of Supervisors
"County"

Cleveland State University

Dated: 6/30/2026

Signed by:
By Madalynn Wendland
6EA7D011BAE145E...
Madalynn T. Wendland, Associate Dean
"University"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: 6/30/2026

DocuSigned by:
By Lito Morillo
1797CC5A27C0405...
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: 6/30/2026

DocuSigned by:
By Andrew Hamilton
101EE0D5A9DE48B...
Andrew Hamilton, Deputy County Counsel