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WIOA TITLE: 2088

Agreement No. SC26000284

THE WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
ON-THE-JOB TRAINING (OJT) AGREEMENT
(KERN COUNTY- (Pros, Incorporated)

THIS AGREEMENT, entered into as of the 31 day of March, 20 26, is by and between the COUNTY OF KERN, a political subdivision of the State of California ("COUNTY") and **(Pros, Incorporated),** a **Corporation** with its principal place of business located at Bakersfield, California ("EMPLOYER"):

RECITALS

(a) The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 by President Obama and with broad bipartisan support from Congress; and

(b) The purpose of WIOA is designed to strengthen and improve our nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high quality jobs and careers and help employers hire and retrain skilled workers; and

(c) WIOA encourages collaboration with other funding sources to enhance the quality; and

(d) WIOA supersedes and amends the Adult Education and Family Literacy Act (AEFLA), the Wagner-Peyser Act, and the Rehabilitation Act of 1973; and

(e) WIOA strengthens the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs; and

(f) WIOA State and Local Plan Provisions apply to the current program year including the current performance accountability system; and

(g) COUNTY receives funding from WIOA and other complementary sources (hereinafter collectively referred to as "WIOA funds") 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 which are in addition to those which would otherwise be available in the area in the absence of such funds; and

(h) EMPLOYER is prepared to operate a program or programs designed to accomplish the objectives of WIOA, and COUNTY is prepared to provide WIOA funds to EMPLOYER to enable it to operate its program; and

(i) The U.S. Congress has authorized WIOA, and the Office of Management and Budget (OMB) has published Title 2 of the Code of Federal Regulations (CFR), Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), which the Department of Labor (DOL) has adopted with exceptions at 2 CFR 2900.

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

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

1. EMPLOYER's Duties and Obligations.

   a. EMPLOYER shall employ and train employee(s) (hereinafter referred to as "TRAINEES") in accordance with the "Occupation and On-the-Job Training Outline(s)" attached hereto, labeled Exhibit "A", and incorporated herein by this reference as if set forth in full.

   b. During the training period, EMPLOYER shall insure that each TRAINEE:
      1) is on EMPLOYER's payroll;
      2) receives the same benefits as EMPLOYER's other employees performing similar work and working a similar length of time;
      3) is paid the salary indicated in Exhibit "A";
      4) is provided, by EMPLOYER, with safety instructions and equipment necessary for protection against injury and damage. Where special clothing or equipment is provided to EMPLOYER's regular employees, EMPLOYER shall provide the same type of clothing or equipment to the TRAINEES performing similar work;
      5) is provided supportive services if applicable and reimbursable under the provisions of the WIOA; and
      6) is not a relative by blood, adoption, or marriage of any executive or supervisor employed by EMPLOYER. For the purpose of this Agreement, "relative by blood, adoption, or marriage" shall include: wife, husband, son, daughter, mother, father, brother, sister, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild.

   c. Said TRAINEES shall be employed as regular members of EMPLOYER's workforce during the training period. EMPLOYER shall continue to employ said TRAINEE(S) upon the successful completion of their training. Said continued employment is subject to the same conditions of employment as are applicable to EMPLOYER's regular employees, including, but not limited to, terminations for unsatisfactory performance.

   d. EMPLOYER shall not subcontract On-The-Job Training activities. Any attempt by EMPLOYER to subcontract, assign, or otherwise delegate On-The-Job Training activities shall be void and entitle COUNTY, at its option, to immediately terminate this Agreement. Notwithstanding the above, supportive services provided TRAINEES may be subcontracted if permitted and reimbursable under the provisions of the WIOA.

   e. EMPLOYER shall abide by the Assurances made available hereto labeled Exhibit "B" Assurances, Policies, and Regulations for On-The-Job Training Program, as if incorporated herein by this reference as if set forth in full.

2. EMPLOYER's Compensation.

   a. On-The-Job Training contract must comply with WIOA federal, state, and local policy. Under such guidelines EMPLOYER must agree to maintain and make available time and attendance, payroll and other records to support amounts to be paid in the form of a reimbursement under the OJT contract.

   b. Payment to EMPLOYER shall be limited to those costs incurred during the basic work week (i.e., regular working hours exclusive of commissions, shift differential, overtime, holiday pay, vacation, sick leave or other business closure hours).

   c. EMPLOYER shall submit to COUNTY required payroll documents (payroll summaries and time cards for each payroll period) to Employers' Training Resource, in a timely manner, no more than 60 calendar days

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

after a TRAINEE has completed their OJT training hours indicated in the OJT contract.

3. Record Keeping.

   a. EMPLOYER shall keep records that are sufficient to permit COUNTY to prepare reports required by the WIOA and to permit the tracing of funds to a level of expenditure adequate to insure that the funds have not been spent unlawfully. EMPLOYER shall retain all records pertinent to this Agreement for a period of three (3) years from the date of final payment of the Agreement. If at the end of three (3) years, there is litigation or an audit involving these records, EMPLOYER shall retain the records until the resolution of such litigation or audit.

4. Indemnification.

   EMPLOYER agrees to indemnify, defend and hold harmless COUNTY and COUNTY's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgements, costs, and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of EMPLOYER or EMPLOYER's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any Workers' Compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of EMPLOYER by any person or entity.

5. Insurance Requirements.

   EMPLOYER, 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 EMPLOYER's actions in connection with the performance of EMPLOYER's obligations, as required in this Agreement, shall secure and maintain insurance as described below. EMPLOYER shall not perform any work under this Agreement until EMPLOYER 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, EMPLOYER 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 EMPLOYER shall promptly deliver 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 prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. EMPLOYER shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by EMPLOYER or COUNTY as an additional insured.

   (1) Workers' Compensation and Employers Liability Insurance Requirement -- In the event EMPLOYER has employees who may perform any services pursuant to this Agreement, EMPLOYER shall submit written proof that EMPLOYER is insured against liability for workers' compensation in accordance

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

with the provisions of section 3700 of the California Labor Code.

EMPLOYER 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 EMPLOYER. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, EMPLOYER shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

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

(2) Liability Insurance Requirements:

a. EMPLOYER shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

i. 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 EMPLOYER'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. EMPLOYER 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.

ii. 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 dollars ($1,000,000) each occurrence.

b. 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 <u>one</u> of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 <u>plus</u> 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.

c. 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.

d. If any of the insurance coverages required under this Agreement is written on a claims-

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

made basis, EMPLOYER, at EMPLOYER's option, shall either (i) maintain said coverage for at least five (5) 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 five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

(3) Cancellation of Insurance -- The above stated insurance coverages required to be maintained by EMPLOYER shall be maintained until the completion of all of EMPLOYER's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the EMPLOYER shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by EMPLOYER 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. EMPLOYER 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.

(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.

(5) If EMPLOYER is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, EMPLOYER 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 EMPLOYER is equivalent to the above-required coverages.

(6) All insurance afforded by EMPLOYER 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. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a EMPLOYER's personnel deliver or perform services for the COUNTY while on COUNTY property.

(7) Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve EMPLOYER 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.

(8) Failure by EMPLOYER to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by EMPLOYER. COUNTY, at its sole option, may terminate this Agreement and obtain damages from EMPLOYER resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to EMPLOYER, COUNTY shall deduct from sums due to EMPLOYER any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to EMPLOYER pursuant to this Agreement are insufficient to reimburse COUNTY for the premiums and any associated costs, EMPLOYER agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance.

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

Any failure by COUNTY to take this alternative action shall not relieve EMPLOYER of its obligation to obtain and maintain the insurance coverages required by this Agreement.

6. Intellectual Property Provisions.

a. Federal Funding.

In any agreement funded in whole or in part, by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Part 401.14. However, pursuant to 29 CFR Section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

EMPLOYER further agrees that this Agreement is subject to and shall be governed by 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding EMPLOYER.

b. Ownership.

1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by EMPLOYER and which result directly or indirectly from this Agreement.

2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purpose of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

3) In the performance of this Agreement, EMPLOYER may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

this Agreement, EMPLOYER may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, EMPLOYER shall not use any of COUNTY's Intellectual Property now in existence or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the EMPLOYER nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, EMPLOYER accesses any third-party Intellectual Property that is licensed to COUNTY, EMPLOYER agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license agreement.

4) EMPLOYER agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property and in assuring COUNTY's sole rights against third parties with respect to the Intellectual Property. If the EMPLOYER enters into any agreements or subcontracts with other parties in order to perform this Agreement, EMPLOYER shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph 6.a. through 6.i. Such terms must include, but are not limited to, EMPLOYER assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

5) Pursuant to paragraph 6.b.4), the requirement for the EMPLOYER to include all Intellectual Property provisions of paragraph 6.a. through 6.i. in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 680.700-750.

6) EMPLOYER further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

c. Retained Rights/License Rights.

1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement, EMPLOYER shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. EMPLOYER hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of EMPLOYER's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless EMPLOYER assigns all rights, title and interest in the Intellectual Property as set forth herein.

2) Nothing in this provision shall restrict, limit, or otherwise prevent EMPLOYER from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that EMPLOYER's use does not infringe on the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraph 6.a. through 6.i. or result in a breach of any provisions of law relating to confidentiality.

d. Copyright.

1) EMPLOYER agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph 6.b.2)(a)) of authorship made by or on behalf of EMPLOYER in connection with EMPLOYER's performance of this Agreement shall be deemed "works made for hire." EMPLOYER further agrees that the work of each person utilized by EMPLOYER in connection with the performance of this Agreement will be a "work for hire," whether that person is an employee of EMPLOYER or that person has entered into an agreement with EMPLOYER to perform the work. EMPLOYER shall enter into a written agreement with any such person that: (i) all work performed for EMPLOYER shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement. (Refer to 2 CFR 200.35.)

2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from COUNTY.

e. Patent Rights.

With respect to inventions made by EMPLOYER in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, EMPLOYER hereby grants to COUNTY a license as described under paragraph 6.c. for devices or materials incorporating or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then EMPLOYER agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

f. Third-Party Intellectual Property.

Except as provided herein, EMPLOYER agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of EMPLOYER or any third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY, without additional compensation, a license, as described in paragraph 6.c., for any of EMPLOYER's or third party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for EMPLOYER performance of this Agreement, EMPLOYER shall obtain a license under terms acceptable to COUNTY.

g. Warranties.

1) EMPLOYER represents and warrants that:

(a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(b) Neither EMPLOYER's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell,

import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by EMPLOYER.

(c) Neither EMPLOYER's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against, any person or entity.

(d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.

(e) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(f) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(g) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way EMPLOYER's performance of this Agreement.

2) COUNTY makes no warranty that the Intellectual Property resulting from this Agreement does not infringe upon any patent, trademark, copyright or the like now existing or subsequently issued.

h. Intellectual Property Indemnity.

1) EMPLOYER shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not EMPLOYER is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of EMPLOYER pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by EMPLOYER or COUNTY and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. COUNTY reserves the right to participate in and/or control, at EMPLOYER's expense, any such infringement action brought against COUNTY.

2) Should any Intellectual Property licensed by EMPLOYER to COUNTY under this Agreement become

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

the subject of an Intellectual Property infringement claim, EMPLOYER will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at EMPLOYER's expense) in any such claim or action. In the defense or settlement of the claim, EMPLOYER may obtain the right for COUNTY to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

3) EMPLOYER agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraph 6.a. through 6.i. by EMPLOYER. EMPLOYER acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i. Survival.

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Assurances.

a. COUNTY shall obey the provisions of WIOA, the regulations and guidelines enacted pursuant to WIOA, and the terms of the WIOA grant agreements from the federal and state government to COUNTY.

b. EMPLOYER may access WIOA and the regulations issued to implement WIOA at www.doleta.gov/wioa/. EMPLOYER will be notified of changes and/or amendments affecting WIOA or the regulations as soon as possible after they are made known to COUNTY.

c. EMPLOYER shall accept persons into its program(s) who have been referred by COUNTY's Employers' Training Resource or its authorized agent(s) unless such persons are not eligible or suitable for EMPLOYER's program(s) pursuant to WIOA and this Agreement.

8. Confidentiality Requirements.

a. COUNTY and EMPLOYER will exchange various kinds of information pursuant to this Agreement. That information will include Personally Identifiable Information (PII), data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, California Department of Social Services, California Department of Education, California Department of Corrections and Rehabilitation, County Welfare Department(s), County IV-D Directors Office of Child Support, Office of the District Attorney, California Department of Mental Health, California Office of Community Colleges, and the Department of Alcohol and Drug Programs.

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

b. EMPLOYER agrees to keep all information that is exchanged between COUNTY in the strictest confidence and make such information available to its own employees only on a "need-to-know" basis.

c. EMPLOYER shall provide security sufficient to ensure the protection of confidential information from improper use and disclosures including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.

d. Federal law, OMB Guidance, and DOL policies require that PII and other sensitive information be protected. To ensure compliance with federal law and regulations, EMPLOYER must secure the storage and transmission of PII and sensitive data developed, obtained, or otherwise associated with WIOA funds:

1) To ensure PII is not transmitted to unauthorized users, all PII and other sensitive data transmitted via email or stored on CDs, DVDs, hard drives, USB flash drives, or other removable media must be encrypted using Federal Information Processing Standards (FIPS) 140-2 compliant and National Institute of Standards and Technology (NIST) validated cryptographic module.

2) EMPLOYER must take steps necessary to ensure the privacy of all PII obtained from participants and/or other individuals and to protect such information from unauthorized disclosure.

3) EMPLOYER shall ensure that any PII used during the performance of activities associated with COUNTY have been obtained in conformity with this Agreement and applicable federal and state laws governing the confidentiality of information.

e. EMPLOYER agrees to comply with section 444 of the General Education Provisions Act (20 U.S.C. 1232g) as added by the Family Educational Rights and Privacy Act of 1974. EMPLOYER shall provide written instructions to all of its employees with access to information of a confidential nature of the penalties for unauthorized use or disclosure found in sections 1798.53 and 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws. COUNTY shall provide EMPLOYER with copies of the aforementioned code sections. Changes and/or amendments affecting these code sections will be issued to EMPLOYER as soon as possible after they are made available to COUNTY.

f. EMPLOYER shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer, remote terminal or other means. EMPLOYER shall return the confidential information promptly and destroy all copies or derivations of that confidential information when its use ends, utilizing an approved method of confidential destruction: shredding, burning or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the entity that provided it.

g. If EMPLOYER enters into an agreement with a third party to provide WIOA services, EMPLOYER agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

h. EMPLOYER shall designate a person responsible for the security and confidentiality of the data and immediately notify the Chief Workforce Development Officer for COUNTY's Employers'

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

Training Resource, or his/her designee, in writing, of any designee changes. EMPLOYER's data security confidentiality designee is:

Name: Constance Enriquez
Title: Office Manager
Address: 3400 Patton Way Bakersfield, CA 93308
Telephone: (661) 589-5400
Fax No.:
Email: cenriquez@proswelltesting.com

9. Term.

a. This Agreement shall be in effect from July 1, 2025 through December 31, 2026 while COUNTY's WIOA program is in effect and funded by grants from the federal and state governments to COUNTY, except that EMPLOYER shall continue to retain the records of its WIOA-funded program(s) for three (3) years as provided in paragraph 3.b. above.

b. Within thirty (30) days of EMPLOYER receipt of a fully signed and executed Agreement, EMPLOYER must demonstrate to COUNTY's satisfaction that the contracted program has commenced operations. EMPLOYER assumes all liability for expenses or activities commencing by EMPLOYER before the Agreement is executed.

10. Termination.

a. This Agreement may be terminated in whole or in part as follows:

1) By the COUNTY if EMPLOYER fails to comply with the terms and conditions of the Agreement;

2) By the COUNTY, to the greatest extent authorized by law, if the Agreement no longer effectuates the program goals or COUNTY priorities;

3) By the COUNTY with the consent of the EMPLOYER, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

4) By the EMPLOYER upon sending to the COUNTY written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the COUNTY determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety.

b. Notwithstanding the above, EMPLOYER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the Agreement by EMPLOYER, and COUNTY may withhold any payments to EMPLOYER for the purpose of setoff until such time as the exact amount of repayment due COUNTY from EMPLOYER is determined.

c. In the event of the termination of this Agreement for any reason, COUNTY shall have no further obligation to pay for any services rendered or expenses incurred by EMPLOYER after the effective date of the termination, and EMPLOYER shall repay to COUNTY, within thirty (30) days of the notification of termination, all payments made by COUNTY to EMPLOYER which were unearned.

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

11. Notices.

Any and all notices relating to this Agreement shall be sufficient if personally served upon the Clerk of the Board of Supervisors of COUNTY or the clerk or the secretary of EMPLOYER or if sent via the United States Postal Service, postage prepaid, and if directed to COUNTY, addressed as follows:

Clerk of the Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

or directed to EMPLOYER, addressed as follows:

3400 Patton Way Bakersfield, CA 93308

Contact Person(s): Constance Enriquez

12. Grievance Procedure and Venue.

a. If COUNTY and EMPLOYER are unable to mutually resolve any disputes which may arise between the parties relating to this Agreement, EMPLOYER may file a complaint with COUNTY at 1600 E. Belle Terrace, Bakersfield, California 93307. A grievance officer shall be appointed to review the dispute and attempt to resolve the matter with the parties. If the dispute is still not resolved, EMPLOYER may request a hearing with a hearing officer appointed by COUNTY. If the dispute remains unresolved, EMPLOYER may appeal to the State Review Panel of the Governor of the State of California. If there is still no resolution to the dispute, EMPLOYER may file an action in a court of law.

b. The parties hereto acknowledge that this Agreement was executed and services and obligations are to be performed in Kern County, and, therefore, both parties agree that if any party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement or which relates to this Agreement in any manner, the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

13.Construed According to California Law.

COUNTY and EMPLOYER agree that the provisions of this Agreement will be construed in accordance with the laws of the State of California.

14. No Authority to Bind COUNTY.

It is understood that EMPLOYER, in its performance of any and all duties under this Agreement, has no authority to bind COUNTY to any agreements or undertakings with respect to any and all persons or entities with whom EMPLOYER deals in the course of its business.

15. Modifications and Amendments.

a. This Agreement may be unilaterally modified or amended in writing by the COUNTY under the following circumstances:

1) There is an increase or decrease in local, state, or federal funding levels.

2) To implement adjustments to EMPLOYER's plans, goals, and/or objectives.

3) Funds awarded to the EMPLOYER have not been expended in accordance with the Agreement. After consultation with the EMPLOYER, COUNTY has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with local, state, and federal law, regulations, and policies, reverting to the COUNTY.

4) The term of the Agreement is changed.

5) There is a change in local, state, or federal law or regulation requiring a change in the provisions of this Agreement.

6) The EMPLOYER's name has changed. Upon receipt of legal documentation of the name change COUNTY will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

b. Except as provided above, this Agreement may be amended or modified only in writing by the mutual agreement of both COUNTY and EMPLOYER.

16. Nonwaiver.

No covenant or condition of this Agreement to be performed by EMPLOYER 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 any covenant or condition to be performed by EMPLOYER. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite any such forbearance or indulgence.

17. Independent Contractor.

In the performance of the services under this Agreement, EMPLOYER shall be and acknowledges that EMPLOYER is in fact and law, an independent contractor and not an agent or employee of COUNTY. EMPLOYER has and retains the right to exercise full supervision and control over the manner and methods of providing services to COUNTY under this Agreement. EMPLOYER retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting EMPLOYER in the provision of services under this Agreement. With respect to EMPLOYER's employees, if any, EMPLOYER 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.

18. Assignment.

EMPLOYER shall not assign any right, title or interest it may acquire by reason of this Agreement except after first obtaining the written consent of COUNTY.

19. Conflict of Interest.

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 of the California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

employee of the 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. EMPLOYER shall comply with the requirements of Government Code Section 87100 et seq. during the term of this Agreement.

20. Signature Authority.

Each person executing this Agreement on behalf of EMPLOYER represents and warrants that he or she is duly authorized by EMPLOYER to execute and deliver this Agreement on behalf of EMPLOYER and that this Agreement is binding upon EMPLOYER in accordance with its terms. Prior to commencing any work under this Agreement, EMPLOYER shall deliver documentation of EMPLOYER's governing body authorizing or ratifying the execution of this Agreement to COUNTY's Employers' Training Resource.

21. 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.

Remainder of page intentionally left blank

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

IN WITNESS WHEREOF, each party has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

COUNTY OF KERN	**BUSINESS NAME**
Candy Cline-Gettman	Constance Enriquez
Candy Cline-Gettman Assistant Director Employers' Training Resource	Constance Enriquez Office Manager
"COUNTY"	"EMPLOYER"

OPTIONAL:

A Blanket Agreement is valid for up to three (3) years to encompass each individual TRAINEE who is selected to participate in the OJT Program with said EMPLOYER
From _____to _____ .

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

EXHIBIT "A"

Occupation and On-The-Job Training Plan

Occupational Title: Field Technician Trainee Hourly Wage: $ 23.00

Description of Occupation: : Trainee will learn company policy and safety requirements, well testing and theory. He will also be learning various control devices, metering and flow measurements of wells

Outline of On-The-Job Training:
Under supervision, TRAINEE will learn and improve skills in the following areas:

SKILL REQUIREMENTS

- Client will learn to monitor indicators, instruments, gauges and meters in order to detect and report possible problems.
- Client will learn to install pipe flanges, torque sequence, pipe threading, drills, lubricating, grinders, steam cleaners and washers.
- Client will learn and understand pressure, temperature, flow and separation theory and the hazards of each.
- Client will gain working knowledge of valve; maintenance, rebuilding, pilots, direct and indirect; rebuilding, flow and testing; gate valves, ball valves, plug valves, globe valves and needle valves.
- Client will gain knowledge of a Positive displacement meter and its' applications, Floco meters, Floco registers, correct gears and drive gears of various sizes, rebuilding of LPS assemblies, composite sampling, rebuilding and sampling FRA's and become proficient with orifice fittings (Daniels, Nuflo, Sure Shot) and be able to perform routing maintenance on each meter and make plate changes using factory operating procedures.
- Client will learn to understand various instruments used for gas measurements pneumatic and electronic-Theory.
- Client will gain understanding of AGA Computer software, calculating gas coefficients, using gas Gravitometer (Ranarex), and have the introduction to Barton Differential recorder: theory of record, demonstrate proficiency using 5 valve manifolds for equalizing the bellows and doing a differential/static zero check.
- Client will understand pen lag, pen tension, time mark, pen arc, and the effects of adjustment.
- Client will learn chart integration skills using the Plain meter and averaging techniques, take visual readings at multiple points on the chart and then averaged to give static and differential readings.
- Client will learn plate specifications, tolerances, application and sizing, beta ratio and the limits of plate sizes to Beta ratio guidelines.

Training Method will be performed through Verbal Instruction, Observation and Practice unless otherwise indicated.

Measurement Methods will be by Demonstration, Observation and Review unless otherwise indicated.

Docusign Envelope ID: EC30DD7A-56FA-8218-8094-C4297BE97C14

OJT AGREEMENT INFORMATION PAGE

Clients Name: Efrain Carrillo

1. Term of this On-The-Job Training Agreement is from 3/31/2026 to 8/4/2026 .
2. Payment of OJT wage reimbursement to EMPLOYER will be based upon the total number of hours WIOA contracted that allows TRAINEES to enhance skills gaps. The established wage reimbursement rate and the duration of each TRAINEE'S OJT are set forth under the terms and conditions of this OJT Agreement.
3. **EMPLOYER INFORMATION**:

Business Name: Pros, Incorporated

DBA: _____

EMPLOYER Federal Tax ID #: 30-0444991

Training Address: 3400 Patton Way Bakersfield, CA 93308

Address: 3400 Patton Way Bakersfield, CA 93308

Mailing Address: P.O. Box 20996 Bakersfield, CA 93390

Legal Address: 3400 Patton Way Bakersfield, CA 93308

Telephone: 661-589-5400 FAX _____ Email cenriquez@proswelltesting.com

EMPLOYER Representative Name: Constance Enriquez Title: Office Manager

Trainers Name: Ruben Fuentez Title: Exploration Manager

Description of Company Tax ID Status

Corporation X Limited Liability Company_____ Sole Proprietorship___ Partnership

Non-Profit ____ Union _____ Non-Union ____

Number of employees 128 Over 1 Year in business: Yes X No___ 120 Days Locally: Yes_____ No____

Is any TRAINEE occupation and wage covered under a collective bargaining agreement? Yes_____ No X

Occupation Job Title: Field Technician Trainee

ONET Code: 49-9071.00 SVP: 6 Hours per week: 40 Starting Wage: $ 23.00 per hour.

WIOA Program Title: 2088 Number of TRAINEES on this contract: 1 Contract hours: 480

Reimbursement % Rate: 90% Cost Per TRAINEE: $ 11,040.00

Maximum Cost/ Encumbrance: $ 9,936.00

APPROVED AND RECOMMENDED
Supervisor's Signature
Employers' Training Resource Shanda Evett Date: August 27, 2026