

**WORKFORCE CONNECTION YOUNG ADULT SERVICES
WORK EXPERIENCE AGREEMENT**

Between

FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB)

and

WIOA YOUNG ADULT FRWDB PROVIDER OF SERVICE (FRWDB Designee)

and

CITY OF FRESNO (WORKSITE)

THIS YOUNG ADULT SERVICES WORK EXPERIENCE AGREEMENT ("AGREEMENT") describes the terms and conditions between the **FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD** ("FRWDB"), and the **WIOA YOUNG ADULT FRWDB PROVIDER OF SERVICE** ("FRWDB DESIGNEE"), and the **CITY OF FRESNO** ("WORKSITE"). In relationship to the placement of WIOA Young Adult Participants ("PARTICIPANT") placed at the WORKSITE. PARTICIPANTS are employees of WIOA Young Adult FRWDB DESIGNEE of Service. The WIOA Young Adult FRWDB DESIGNEE of Service will act as the employer of record for the PARTICIPANT and provide all payroll and associated costs (i.e. workers' compensation, taxes, etc.) Should the WDB DESIGNEE stop being the employer of record for the PARTICIPANT during the term of this AGREEMENT, the AGREEMENT shall automatically terminate and the WDB DESIGNEE will immediately notify the WORKSITE of such termination. The term of this AGREEMENT is from **07/01/2022 to 06/30/2023** unless terminated sooner.

General Contract Provisions

FRWDB agrees to:

1. Fund this Agreement, in the form of Young Adult Participant wages, for an amount not to exceed \$140, 400.00 (USD). At an average cost of \$3,510.00 per participant, this equates to a maximum number of **40** participants. (**\$3,510.00 cost per participant = 200 hours x \$17.55 hourly wage** including payroll taxes and workers compensation). The FRWDB's Designee will compensate the participant directly following California's minimum wage guidelines at the hourly rate of \$15.00 (USD).
2. Instruct FRWDB contractual designees to assist Worksite in referral of WIOA enrolled Young Adult Participants.

FRWDB Designee agrees to:

1. Assess low income in-school and out of school young adults ages 14-24 who have one or more barriers to employment for possible referral to Worksite.
2. Most participants have very minimum or no prior work experience.
3. Mandate that each participant completes basic skills and career assessments that help identify interest, aptitudes, and skills.

4. Oversee that participant successfully completes a Job Readiness Workshop that is designed to teach soft skills, effective work habits, and worksite behaviors such as attendance, punctuality, appearance, communication and team work skills.
5. To additionally provide coursework that includes resume writing and interview preparation.
6. Provide supportive services (at FRWDB expense) to help participants overcome certain barriers such as transportation, work attire, child care and more.
7. Assign a one-on-one Academic and Career Advisor will assess participant for potential employment.
8. Insure match based on the participant's interests and aptitudes within the Government Sector, specifically open positions at Worksite (City of Fresno).

The Worksite agrees to:

1. The FRWDB DESIGNEE will compensate the PARTICIPANT directly on the basis of actual on-site training hours. The WORKSITE Supervisor will provide the FRWDB DESIGNEE with an accurately completed and approved timesheet, signed in ink or electronic signature by both the PARTICIPANT and the designated WORKSITE Supervisor. The FRWDB DESIGNEE will provide Workers' Compensation insurance, and will pay all applicable payroll taxes. No overtime hours will be allowed; however, if overtime compensation becomes due to a PARTICIPANT, the WORKSITE agrees to reimburse the FRWDB DESIGNEE for the overtime compensation costs incurred.
2. **Work Assignment:** WORKSITE agrees to provide productive work assignments, as agreed upon in the Work Experience Training Plan by the FRWDB DESIGNEE and WORKSITE, and assure that adequate work is available to keep PARTICIPANT busy during working hours. If the WORKSITE determines that a change of job duties is necessary, the FRWDB DESIGNEE must approve such changes by updating the Work Experience Training Plan with the new/additional job duties. (See Attachment A, attached hereto and incorporated by reference, for Work Experience Training Plan).
3. These provisions do not establish an employer/employee relationship between the WORKSITE and the PARTICIPANT. The FRWDB DESIGNEE will be the employer of record, and the relationship between the WORKSITE and the PARTICIPANT is one of trainer/PARTICIPANT.
4. **Safety Training:** Provide safety instructions necessary to reasonably protect the PARTICIPANT against injury, and provide him or her with necessary equipment to carry out training responsibilities and duties. The WORKSITE Supervisor will not allow the PARTICIPANT to use any tools, equipment, or machinery until such time as the

Verification of Safety Training has been completed, and understands and agrees that the PARTICIPANT is prohibited from beginning work assignments until he or she has been adequately trained and qualified to perform such work assignments.

5. **Work Schedule:** Each PARTICIPANT'S dates of placement, maximum number of allowable hours, and work schedule will be outlined in his or her Work Experience Training Plan. The WORKSITE is responsible for paying any hours worked over the maximum hours allowed or after the last day of work outlined in the Work Experience Training Plan, unless an extended end date is requested and approved by the FRWDB DESIGNEE.

The PARTICIPANT'S schedule, which is determined by the WORKSITE Supervisor, based on staffing needs and the availability and age of the PARTICIPANT, must be approved by the FRWDB DESIGNEE.

An onsite Supervisor must be available during all scheduled work hours, including weekend hours, if any, and the FRWDB DESIGNEE must have staff available on-call to respond to any emergencies or concerns.

Any change from the originally agreed upon schedule, job duties or placement dates must be pre-approved by the FRWDB DESIGNEE.

6. **Time Sheet Responsibilities:** Require that PARTICIPANT accurately and completely record all hours worked on paper or electronic time sheets provided by the FRWDB DESIGNEE and verified by the WORKSITE Supervisor. WORKSITE Supervisors are encouraged to review each PARTICIPANT'S time sheet, whether paper or electronic, at the end of each week to ensure that time records accurately, report the actual hours worked and do not record any hours for unexcused absences, lunch breaks, hours not worked or recreational activities not approved by the FRWDB DESIGNEE.
7. **Supervision:** Provide adequate full-time adult supervision of each PARTICIPANT by paid staff members (non-volunteer) and timely, constructive feedback, with a maximum ratio of one (1) adult WORKSITE Supervisor to two (2) PARTICIPANTS. The FRWDB DESIGNEE will consider the number of on-site supervisors and a facility's physical size in placement decisions; more than two (2) PARTICIPANTS may be placed at one (1) site **only if** the PARTICIPANTS are separated physically - in different departments or on different floors. When the WORKSITE Supervisor assigned to each PARTICIPANT is unavailable, ensure an alternate supervisor is designated. The WORKSITE should, whenever possible, inform the FRWDB DESIGNEE if a new supervisor is assigned to the PARTICIPANTS. Assure that sufficient training, materials and equipment are available to carry out work assignments.
8. **Performance Reviews:** Prepare and submit PARTICIPANT Mid-point and post evaluations as required by Fresno Regional Workforce Development Board (FRWDB)

policy and per the guidelines of the Supervisor's Handbook. The Mid-point performance review should include recommendations to improve the performance of the PARTICIPANT or should document the basis for a decision to terminate further WORKSITE training, if necessary. The final performance review should indicate whether the PARTICIPANT will be retained as a full-time employee.

9. **Worksite Monitoring:** Allow FRWDB DESIGNEE, FRWDB, State of California, and/or Department of Labor representatives to monitor all conditions and activities involved in performing this AGREEMENT. The WORKSITE Supervisor must assure the following:
 - a. No currently employed worker will be displaced by a PARTICIPANT. This includes partial displacement such as reduction in hours of non-overtime work, wages, or employment benefits.
 - b. No training assignment will infringe upon the promotional opportunities of currently employed individuals.
 - c. No PARTICIPANT shall be placed in a position substantially equivalent to positions for which employees have been laid off.
 - d. Ensure that PARTICIPANTS do not engage in political, labor organizing, religious, or non-work-related fundraising activities during work hours.
 - e. The PARTICIPANT will not assist in the operation or maintenance of that part of any facility that is used for religious instruction or worship.
 - f. Appropriate standards of health and safety and a drug free workplace will be maintained.
 - g. Adequate insurance will be in effect at all times.
 - h. Comply and cooperate with audit surveys, audits, and any request by the State of California Department of Labor, Comptroller General, or FRWDB to secure an audit or audit waiver in compliance with Public Law 97-300 Section 164 or the Single Audit Act.
10. **Nepotism:** Not provide a training assignment under this program for a member of the owner of the WORKSITE'S immediate family.
11. **Subcontract:** Not subcontract the services of the PARTICIPANT provided under this agreement.
12. **Transportation:** Ensure that the Participant does not operate a motor vehicle and is not transported offsite to attend meetings or work at different sites during the workday without the express written approval of the FRWDB DESIGNEE in advance.
13. **Indemnification:**
 - (a) To the fullest extent allowed by law, City ("City Indemnifying Party") shall indemnify, hold harmless and defend FRWDB and FRWDB Designee, and each of their officers, officials, directors, commissioners, employees, agents contractors consultants and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures,

costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by FRWDB and FRWDB or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the acts, negligent or intentional, or omissions, or willful misconduct of the City Indemnifying Party or any of its officers, officials, directors, employees, agents, contractors, consultants or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the Indemnifying Party of governmental immunities including California Government Code Section 810 et seq. The duty to indemnify and defend shall apply to all claims and liability regardless of whether any insurance policies are applicable and the policy limits do not act as a limitation upon the amount of indemnification to be provided. This indemnification obligation shall survive termination or expiration of this Agreement.

(b) To the fullest extent allowed by law, FRWDB and FRWDB Designee ("Workforce Indemnifying Parties") shall indemnify, hold harmless and defend City, and each of its officers, officials, directors, employees, agents contractors, consultants and authorized volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the acts, negligent or intentional, or omissions, or willful misconduct of the Workforce Indemnifying Parties or any of their officers, officials, directors, commissioners, employees, agents, contractors, consultants or authorized volunteers in the performance of this Agreement; provided nothing herein shall constitute a waiver by the FRWDB of governmental immunities including California Government Code Section 810 et seq. The duty to indemnify and defend shall apply to all claims and liability regardless of whether any insurance policies are applicable and the policy limits do not act as a limitation upon the amount of indemnification to be provided. This indemnification obligation shall survive termination or expiration of this Agreement.

14. **Insurance:** Each party, and their subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to each party, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**

\$1,000,000 per accident for bodily injury and property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event, each party purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the other parties and their officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Each party shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and FRWDB DESIGNEE shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the party's designated Risk Manager or designee. At the option of the WORKSITE'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions; or
- (ii) provide a financial guarantee, satisfactory to each party's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

16. **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Each party and its insurer shall waive any right of subrogation against the other parties and their officers, officials, employees, agents, and volunteers.

VERIFICATION OF COVERAGE

Each party shall furnish the others with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by each party's Risk Manager or his/her designee prior to the execution of the Agreement and before work commences. All non-ISO

endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker.

15. **Collective Bargaining:** Obtain the concurrence of the appropriate bargaining entity, when a collective bargaining agreement exists, in order to ensure compliance of the prescribed training with the terms of said agreement.
16. **Confidentiality:** Insure PARTICIPANT is aware of any WORKSITE policies and procedures with respect to protecting confidential information from disclosure, except to authorized persons.
17. **Discipline:** Not initiate discipline on the PARTICIPANT without the written concurrence of the FRWDB DESIGNEE.
18. **File Folder Onsite:** Maintain a list of PARTICIPANTS, their work assignments, schedules, and emergency card at each WORKSITE as well as a valid work permit for each PARTICIPANT under the age of 18.
19. **Hot and Inclement Weather and Drinking Water:** Provide adequate indoor work to occupy PARTICIPANT during inclement weather and periods when the temperature reaches 105 degrees Fahrenheit, when the regular WORKSITE is designated as out-of-doors.

Provide adequate cool water, access to shade and extra rest periods for PARTICIPANT when the temperature exceeds 95 degrees Fahrenheit. Insure PARTICIPANTS know how to recognize the symptoms of heat stroke and heat exhaustion and what to do.

Provide access to an on-site source of heat, extra rest periods, and thermal insulating materials on equipment handles for PARTICIPANTS when the temperature drops below 30 degrees Fahrenheit.

20. **Safety:** 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, Americans With Disabilities Act (the "ADA") and its regulations, and the Fair Employment and Housing Act (the "FEHA") and its regulations.
21. **Compliance with OSHA:** WORKSITE Supervisor and FRWDB DESIGNEE shall consistent with the manner described in this section, comply with all federal and state OSHA regulations, which apply to the PARTICIPANT assigned to WORKSITE Supervisor's location. The following describes the general obligations of the WORKSITE with regard to OSHA compliance:
 - a. FRWDB DESIGNEE shall provide that its employees are trained in general safe work practices prior to commencement of services for WORKSITE Supervisor. WORKSITE supervisor shall provide that the PARTICIPANTS are trained with regard to the

- specific hazards of and safe work practices before commencing such work and/or training.
- b. Fresno Regional Workforce Development Board (FRWDB) and/or FRWDB DESIGNEE may inspect WORKSITE before assigning PARTICIPANT to work there. FRWDB and/or FRWDB DESIGNEE may do so thereafter on a periodic basis, with prior notification.
 - c. Upon request by FRWDB and/or FRWDB DESIGNEE the WORKSITE Supervisor will provide documentation of the completion of their OSHA obligations under this section. WORKSITE Supervisor will include training in its exposure monitoring and sampling programs for the purpose of quantifying employee exposures to chemical, physical, and biological hazards in the PARTICIPANT'S assigned tasks. WORKSITE Supervisor will inform PARTICIPANT of the results of such monitoring and sampling in accordance with OSHA requirements. FRWDB, FRWDB DESIGNEE, and any PARTICIPANT will be informed of any suspected or known employee exposure in excess of OSHA permissible exposure limits, immediately following WORKSITE Supervisor's first knowledge of such overexposure.
22. The WORKSITE Supervisor is to notify the FRWDB DESIGNEE within 24 hours of any accidents, special situations, or unusual occurrences. If a PARTICIPANT is injured or becomes ill, provide first aid or medical attention and notify the FRWDB DESIGNEE immediately, no matter how minor the injury. No more than 24 hours after notice of the injury or illness, the WORKSITE Supervisor shall file all forms required by the FRWDB DESIGNEE. Furthermore, the WORKSITE shall cooperate with any injury or illness-related reporting requirements deemed necessary by FRWDB DESIGNEE.
23. **Compliance with Equal Employment Opportunity (EEO) laws:** WORKSITE and FRWDB DESIGNEE shall, consistent with the manner described in this section, comply with all federal, state, and local laws requiring equal employment opportunity, and prohibiting discrimination, harassment, and retaliation in the workplace. The following describes the general obligations of the parties with regard to compliance with EEO and nondiscrimination obligations:
- a. FRWDB DESIGNEE will provide the WORKSITE Supervisor and all PARTICIPANTS with FRWDB DESIGNEE'S policies against harassment, discrimination, and retaliation in the workplace upon assignment of any PARTICIPANT to the WORKSITE location. FRWDB DESIGNEE will ensure that all PARTICIPANTS are trained on the application of said policies against harassment, discrimination, and retaliation.
 - b. WORKSITE Supervisor will ensure that the FRWDB DESIGNEE'S policies against harassment, discrimination, and retaliation are effectively implemented and followed in all respects.
 - c. WORKSITE Supervisor will report immediately to the FRWDB DESIGNEE and to the FRWDB, any information that might constitute a violation of EEO policies against harassment, discrimination, or retaliation, whether such information is a formal complaint or any other information giving notice of a potential violation of FRWDB's policies.

- d. WORKSITE Supervisor will cooperate with FRWDB DESIGNEE and FRWDB with respect to investigating promptly any complaint of harassment, discrimination, or retaliation, and with respect to implementing any corrective action that is reasonable or necessary to ensure that FRWDB's policies against harassment, discrimination, and retaliation are fully and effectively enforced. Upon the written request of FRWDB, either WORKSITE Supervisor or FRWDB DESIGNEE will be given the primary responsibility to investigate any complaints of noncompliance with the FRWDB's EEO and nondiscrimination policies and to take any corrective action. WORKSITE Supervisor and FRWDB DESIGNEE will provide FRWDB with copies of all documents relating to the investigation and any corrective action taken.

24. **Termination of the Agreement:** Failure by either party to comply with any or all of the terms and conditions set forth in this AGREEMENT may be cause for the non-breaching party to terminate this AGREEMENT. This AGREEMENT may be terminated by either party without cause upon 30 days advance notice. These program activities are contingent upon federal funding and may be terminated by the FRWD and/or FRWDB DESIGNEE or if program funding is discontinued.

Signatories

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.

WORKSITE: City of Fresno

Signature: _____ **Date:** _____
Name:
Title:

FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD (FRWDB):

Signature: _____ **Date:** _____
Name:
Title:

FRWDB DESIGNEE OF SERVICE: Fresno Economic Opportunity Commission (FEOC)

Signature: **Date:**
Name:
Title:

FRWDB DESIGNEE OF SERVICE: Arbor E& T LLC, dba Equus Workforce Solutions (Equus)

Signature: **Date:**
Name:
Title:

FRWDB DESIGNEE OF SERVICE: Proteus, Inc.

Signature: **Date:**
Name:
Title: