



A WORKFORCE
DEVELOPMENT BOARD

**SOUTH BAY WORKFORCE INVESTMENT BOARD, INC.
WIOA PAID WORK EXPERIENCE PROGRAM
WORKSITE AGENCY AGREEMENT NO. 22-WXXX**

This document constitutes a non-financial agreement between the South Bay Workforce Investment Board, Inc., on behalf of the City of Inglewood, and hereinafter referred to as “SBWIB, INC.” and the **City of Carson, a California Charter City**, hereinafter referred to as “Worksite Agency”. This Agreement, when executed, shall be in effect from the date of signature to **October 31, 2024**.

The Worksite Agency, agrees to do the following:

1. Provide work experience training for participants, based on Exhibit A, Slot Request Form. If the Worksite determines that a change of job duties is necessary, the SBWIB, INC. must be contacted for approval.
2. Provide a safe, healthy work environment for all participants.
3. Ensure that time and attendance records will be kept by the Worksite Supervisors, and will reflect the actual time worked. The absence and tardiness policies as outlined in the Worksite Supervisors Handbook will be enforced. The standard Work Experience Time Sheet will be used for participants to record time and attendance. Participants shall sign in when reporting to work and sign out at the completion of the specified hours as described in the Slot Request Form (see Exhibit A). In no case will a participant be allowed to sign in and out simultaneously; nor will they be paid for recreational activities or time not worked.
4. Provide sufficient work, equipment and materials. **SBWIB, Inc. will provide equipment, if needed, for the Virtual Learning Ambassador Program.**
5. Ensure that participants will not be placed at Worksites dealing with the maintenance or upkeep of religious institutions or where religious activities are conducted at anytime. Instruction and participation in religious activities are also prohibited.
6. Ensure that participants do not engage in political, union, religious or fundraising activities during work hours.
7. All Worksite supervisors are required to provide a Worksite Orientation to each participant. The purpose of the Orientation is to familiarize participant with their worksite and job duties; and the supervisor's expectations about their performance, attitude, conduct and appearance. Discussing other relevant information is encouraged.
8. Release participants for workshops, counseling and related activities as scheduled by SBWIB, INC.

9. Notify SBWIB, INC. of participant actions that require corrective measures, counseling, discipline or termination from the program. The City may request that a program participant be removed at any time, which request shall be approved.

10. Ensure that participants are supervised at all times, *which can include virtual supervision utilizing digital communication platforms.*

11. Prohibit participants from being supervised by a member of their family.

12. Designate a qualified alternate supervisor who has received a Work Experience Program Supervisor Orientation to supervise the participant(s) if a regular supervisor is absent. The Worksite must advise SBWIB, INC. if a new supervisor is assigned to the participants.

13. Follow set procedures when handling work related injuries and illnesses as discussed in the Supervisor's Orientation.

14. Not exceed a ratio of one (1) supervisor for seven (7) participants.

15. Comply with the Fair Labor Standards Act, applicable Child Labor Laws, California Education Code and WIA rules and regulations governing the Work Experience Program.

16. Make all worksite records and personnel available for monitoring by Federal, State and agency monitors upon request.

17. Not hire any participants if the employer has terminated any regular employee or reduced the workforce with the intention of filling the vacancies with participants whose wages are subsidized under this Agreement.

18. Ensure that no program participant will displace any regular employee.

19. Provide a work environment free from harassment or discrimination of any kind.

20. Worksite is required to maintain current insurance coverages throughout the term of this Agreement as follows:

A. General Liability

WORKSITE is required to maintain a general liability insurance policy (written on ISO policy form CG00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products /Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability

If a Worksite Agency, in conducting activities under this Agreement, uses motor vehicles, the Worksite Agency is required to maintain an automobile insurance policy (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto.” Should Worksite Agency and its employees not use any motor vehicles to provide the services required under this agreement, Worksite Agency shall furnish to SBWIB, INC. on Worksite Agency’s letterhead, a letter stating “*Neither participant vehicles nor Company owned or operated vehicles will not be used to perform any of the services contemplated by the agreement between Worksite Agency and SBWIB, Inc.*”

C. Endorsements on General Liability and Automobile Certificates must read:

“The South Bay Workforce Investment Board, Inc., its Employees, Officers and Agents; the City of Inglewood, its Employees, Officers and Agents; and the County of Los Angeles, its Special Districts, its Officials, Officers and Employees are included as additional insured.”

D. Workers Compensation and Employers’ Liability

Worksite Agency is required to maintain and provide evidence of insurance providing workers compensation benefits for Worksite Agency employees, as required by the Labor Code of the State of California or by any other state, and for which sub-contractor is responsible. Such insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

Worksite Agency shall provide an original Certificate of Workers Compensation naming SBWIB, Inc. as certificate holder: (see below)

Worksite Agency shall not be responsible to provide workers compensation benefits for participants under this subcontract agreement. The parties hereto further agree and recognize that the participants assigned to Worksite Agency’s worksites are not employees of Worksite Agency and are not entitled to any benefits to which Worksite Agency employees are entitled, including, but not limited to, unemployment insurance, state disability, or health insurance. For such purposes, SBWIB, Inc. shall be the employer of record.

E. Equivalent or Self-Insurance Coverage

Notwithstanding the insurance required above, the SBWIB, INC., at its own option, may accept as an equivalent for any such coverage, evidence of an ongoing program of self-insurance together with excess coverage. Said equivalent, in order to satisfy the requirement herein contained, shall be subject to approval of the Attorney for the SBWIB, INC.

SBWIB, INC. will:

1. Provide an Orientation to Worksite Supervisors and Alternates. The Orientation shall consist of program goals, regulations, policies and procedures; and will be conducted at the discretion of SBWIB, INC.
2. Determine the maximum number of hours each participant may work per day and during the overall program. Such hours will be indicated on the Slot Request Form (Attachment A).
3. Provide payroll services and Worker's Compensation Insurance for participants.
4. Monitor the worksites.
5. Initiate appropriate revisions to this Agreement, as necessary, which revisions shall only be made by mutual consent of the parties.

Termination:

This Agreement may be cancelled by either Party without cause upon ten (10) days written notice prior to the effective date of such termination, which shall be specified in the notice.

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IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the date first above written.

Dated this 7th day of December, **2022**

City of Carson, a California Charter City
WORKSITE

**SOUTH BAY WORKFORCE
INVESTMENT BOARD, INC.**

Signature

Signature

David Roberts, City Manager
Printed Name and Title

Jan Vogel, Chief Executive Officer
Printed Name and Title

701 Carson Street
Address

11539 Hawthorne Blvd., 5th Floor
Address

Carson, CA 90745
City, State & Zip Code

Hawthorne, CA 90250-2353
City, State & Zip Code

APPROVED AS TO FORM:

Jack Ballas, Attorney-At-Law

EXHIBIT "A" – SLOT REQUEST FORM

Please provide a complete description of the duties, expectations, work hours and desired skills. This information is critical in order to match participant to your Worksite.

Name of Organization: City of Carson, a California Charter City

Primary Contact/Title: _____ Phone: _____

Email: _____ Fax: _____

Worksite Address: _____

Worksite Supervisor Name: _____

Worksite Supervisor Title: _____

Phone No.: _____ Fax: _____

Email: _____

Additional Locations for Position

Worksite Address	Supervisor	Contact Phone	Total Positions Available

Position Title: _____ Number of Position Available: _____

Work Schedule: Days: _____ Hours: _____

Start Date: _____ End Date: _____

Dress Code: _____ Interview for Positon: Yes No

Description of Duties:

Please list any automatic bars from hiring:

Comments – use the space provided for a complete description of job duties, worksite requirements, expectations, additional skills desired etc. Please provide as much detail as possible!

December 7, 2022

South Bay Workforce Investment Board, Inc.
Inglewood One-Stop
110 South La Brea Avenue, Fifth Floor
Inglewood, California 90301
310 680 3700

Re: Automobile Insurance Waiver Letter

To Whom It May Concern:

“Operation of a motor vehicle will not be required to perform any of the services contemplated by the agreement between the South Bay Workforce Investment Board, Inc., the City of Inglewood and **City of Carson, a California Charter City**. Therefore, neither company owned or operated vehicles nor participants’ vehicles will be used to perform said services.”

Signature: _____

Name: David C. Roberts, Jr.

Title: City Manager