

Storm National Dislocated Worker Grant Project

Merced County Department of Workforce Investment is the administrator and Program Operator of the Storm National Dislocated Worker Grant (NDWG) Project. This program is to create temporary employment opportunities, to assist with storm clean-up and recovering efforts, for dislocated workers. The purpose of this funding is to reemploy dislocated workers, terminated and laid-off participants, to enhance their employability and earnings. All participants will be, "Extra Help Temp WTW-Other Muni/Cty," employees of Merced County Department of Workforce Investment.

I. Agreement

This agreement is hereinafter referred to herein as the Temporary Worksite, and Merced County Department of Workforce Investment, for the purpose of providing temporary job creation for dislocated workers, terminated and laid-off men and women, qualifying under the Storm National Dislocated Worker's Grant.

The term of this agreement shall be March 1, 2017 through September 30, 2018.

1. The Temporary Worksite will be providing worksite training and duties for the Participant identified above in the following job category: weed abatement, creek clean up, debris removal, park clean-up, road repair, and other grant authorized activities. This is a no cost agreement for the Temporary Worksite and the Merced County Department of Workforce Investment, in which Workforce Investment will pay all payroll expenses, and that all funding for this agreement is provided and conditioned upon receipt of the Storm NDWG Grant.
2. Name and address of training facility:

City of Merced	City of Merced
Wastewater Treatment Facility	Public Works Corporation Yard
10260 Gove Road	1776 Grogan Avenue
Merced, CA 95341	Merced, CA 95341
3. Name and title of immediate supervisors: Bill Osmer, PW Manager – Wastewater
Michael Miller, PW Manager – Tax Services
4. The Temporary Worksite will provide the Participant with the temporary training and experience, as needed, at its facilities to enable Participant to carry out their daily duties.
5. The placement of the Participant shall be a joint agreement with Merced County Department of Workforce Investment and the Temporary Worksite. The determination shall be based on the Participant's desire for a temporary job identified by Merced County Department of Workforce Investment and the Temporary Worksite's acceptance of the Participant.

6. The Temporary Worksite is: (check one):
- A public or private 501(c)3 nonprofit corporation
 - Governmental entity (city, county, state, federal)
 - Public School or College
 - Other Public Agency

No Participant may be sent to private, for profit worksites and work assignments must not be for private gain. Participants may not be used for religious work or promotion, however, assignments may be made to such human relief organizations as the Salvation army, the Red Cross or local flood relief agencies so long as they qualify under IRS Code section 501 (s)3.

7. While Merced County Department of Workforce Investment will be responsible for all workers compensation, accident, and medical insurance; the Temporary Worksite will maintain normal liability and automobile insurance and will be considered responsible for normal safety considerations of the Participants at the worksite. The Temporary Worksite shall maintain the following insurance coverage:

- a. Prior to the commencement of work, and as a precondition to this contract, Temporary Worksite shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Temporary Worksite shall provide a certificate of insurance and endorsements naming Merced County as an additional insured on each policy. The insurance carrier shall be required to give Merced County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Temporary Worksite has a SIR, and if so, the Temporary Worksite shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.

- i. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. Merced County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

- ii. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.

8. The provisions herein are made in accordance with Government Code, section 895.4, as follows:

- a. Temporary Worksite shall indemnify, defend and hold harmless the Merced County Department of Workforce Investment, its officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of Temporary Worksite, its elected officials, officers, employees or agents.
 - b. Merced County Department of Workforce Investment shall indemnify, defend and hold harmless Temporary Worksite, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but, in a case of concurrent fault of both parties hereto, only to the extent that such claims, damages, expenses, liabilities or losses arise, directly or indirectly, from the negligence or willful acts or omissions of Merced County Department of Workforce Investment, its officers, employees or agents.
9. The Participants hired under this agreement shall be subject to the supervisory control of the Temporary Worksite.
10. The Participant who cannot comply with stipulated rules and regulations, or who does not follow instructions of supervisors, will upon the recommendation of the Temporary Worksite supervisor to Merced County Department of Workforce Investment representative, be terminated from further training at the facility.
11. The Temporary Worksite agrees to allow Merced County Department of Workforce Investment representatives on site visits to for the purposes of monitoring or to resolve issues with Participants employed as a result of this Agreement.
12. If either Merced County Department of Workforce Investment or the Temporary Worksite wish to terminate this agreement, for any reason, the parties must be notified in writing at lease fourteen (14) days prior to the termination. Termination of this Agreement cannot be retroactive.
13. Funding for Participants provided under this Agreement are based on the Merced County Department of Workforce Investment's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of

government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of Merced County and/or the Merced County Department of Workforce Investment arising from this Agreement shall be immediately discharged. Merced County and/or the Merced County Department of Workforce Investment agrees to inform the Temporary Worksite no later than ten (10) calendar days after the Merced County and/or the Merced County Department of Workforce Investment determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by the Temporary Worksite arising out of performance of this Agreement must be submitted to Merced County and/or the Merced County Department of Workforce Investment prior to the final date for which funding is available. In the alternative, Merced County and/or the Merced County Department of Workforce Investment, and the Temporary Worksite may agree, in such circumstance, to a suspension or modification of both party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated.

14. The Temporary Worksite will comply with Merced County Department of Workforce Investment requests for timely and accurate submission of the time sheets and trainee evaluations.
15. Merced County Department of Workforce Investment may use several successive Participants to fill a long term request at the Temporary Worksite.
16. Work projects given to Participants could vary from storm clean-up and recovery efforts of an impacted disaster area along with other work that complies and is consistent with the mission of the Storm National Dislocated Worker Grant (NDWG) Project.
17. The Participants are authorized to work a maximum of 24 hours each week.
18. Merced County Department of Workforce Investment will provide Participants with supportive services, as needed, to conduct clean-up and recovery activities onsite as required by the Temporary Worksite.
19. Merced County Department of Workforce Investment can provide Temporary Worksite with leasing or purchases of necessary equipments needed for temporary job Participants to carry out the clean-up and recovery of the worksite.

20. Merced County Department of Workforce Investment will provide safety equipment including but not limited to boots, gloves, hard hats, safety vests, goggles, etc.
21. Merced County Department of Workforce Investment will ensure that the Participants are provided with on-site equipment safety trainings by the Temporary Worksite supervisor or staff. Equipment safety trainings topics, can include, but are not limited to, equipment operations, equipment safety, etc. Temporary Worksite is responsible to acknowledge and sign Participant's Employee Safety Acknowledgment form, to be returned by Participant to Merced County Department of Workforce Investment Offices on 1205 W 18th St, Merced, Ca 95340.
22. Placements of Merced County Department of Workforce Investment Participants shall not displace or adversely impact regular/permanent employees of the Temporary Worksite.
23. Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

II. Signatures and Contact information

Merced County Department
of Workforce Investment

City of Merced, A California
Charter-law Municipal Corporation

Date

Date

APPROVED AS TO FORM:

K. Flores
City Attorney

9-8-17
Date

Please enter contact information below:

Merced County Department
of Workforce Investment:

Temporary Worksite:

Workforce Investment Staff

Worksite Staff Name

Phone Numbers

Phone Numbers

Email Address

Email Address

Enter mailing address if different from location address

City of Merced
Public Works Administration
678 West 18th Street
Merced, CA 95340