


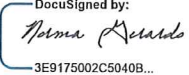
AGENDA  
ITEM

**12**



# CITY COUNCIL

## AGENDA STAFF REPORT

**DATE:** April 16, 2025  
**TO:** Mayor and City Council  
**APPROVED BY:** Richard A. Daniels, Interim City Manager   
**PREPARED BY:** Norma Gerardo, Recreation Manager   
**SUBJECT:** Authorize Interim City Manager or his Designee to Sign Work Site Agreement with the Department of Rehabilitation to Place Career Catalyst Program Participants in City Departments for the Period of July 1, 2025 to June 30, 2026.

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**Recommendation:**

Authorize Interim City Manager or his Designee to Sign Work Site Agreement with the Department of Rehabilitation to Place Career Catalyst Program Participants in City Departments for the Period of July 1, 2025 to June 30, 2026.

**Background:**

The California State Department of Rehabilitation is seeking to place Career Catalyst Program Participants at various City Departments. This initiative aims to provide individuals with valuable job skills, prospective career exposure, and preparation for future employment opportunities.

City Departments will provide participants with the opportunity to enhance their long-term employability skills through work exposure and will provide entry level work readiness skills for future employment opportunities. Moreover, participants will be supervised at all times by city staff and will not be replacing existing staff.

Payment and associated costs such as workers' compensation, taxes, etcetera, will be provided to participant by the Foundation for California Community Colleges, which acts as the employer of record.

**Discussion & Analysis:**

The City of Calexico has a long history of partnering with various agencies to provide work-readiness opportunities. Participants are exposed to career exploration and acquire work skills that may later open future employment opportunities.

City Staff recommends that the City Council of the City of Calexico authorizes Interim City Manager or his designee to sign work site agreement with the Department of Rehabilitation to place Career Catalyst program participants in City Departments for the period of July 1, 2025, to June 30, 2026.

**Fiscal Impact:**

None.

**Coordinated With:**

None.

**Attachment(s):**

Attachment A. Worksite Agreement.

ATTACHMENT A



- 1.4 WORK SITE shall notify CUSTOMER and FOUNDATION if any position is subject to any state, federal or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement prior to PARTICIPANT on-boarding.
- 1.5 WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of the FOUNDATION.
- 1.6 WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with California law and regulation, per Labor Code section 512 and California Code of Regulations Title 8 section 11040(12), or any other applicable Industrial Welfare Commission industry and occupation order. WORK SITE agrees to accurately track and provide to CUSTOMER and FOUNDATION a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT's start and end times, as well as meal period and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANT's enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.
  - 1.6.1.If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. If WORK SITE fails to notify CUSTOMER in accordance with this term, WORK SITE shall be responsible for compensating CUSTOMER for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- 1.7 WORK SITE shall provide the PARTICIPANT with supervision, safety instructions, safety related equipment, and personal protective equipment (PPE) that is required by law and/or is reasonable to protect against injury and/or illness while working at the WORK SITE. WORK SITE shall provide the PARTICIPANT training on the specifications and maintenance of safety related equipment and/or PPE prior to PARTICIPANT's use. Where special clothing, training, or PPE is provided to the WORK SITE's employees, the same shall be provided to the PARTICIPANT. If WORK SITE uses or stores hazardous chemicals to which PARTICIPANTS may be exposed, WORK SITE shall ensure it maintains Safety Data Sheets (SDS) and provides information and training to PARTICIPANTS about hazardous chemicals by means of a hazard communication program, in accordance with California Code of Regulations section 5194 and Code of Federal Regulations section 1910.1200.
- 1.8 In accordance with state law and regulation, WORK SITE shall provide training to each Participant on WORK SITE's Injury Illness and Prevention Program. If PARTICIPANTS will be performing work outdoors, WORK SITE shall also provide training to each PARTICIPANT on WORK SITE's Heat and Illness Prevention Program, in accordance with California Code of Regulations

section 3395, and WORK SITE's Worker Protection from Wildfire Smoke Program, in accordance with California Code of Regulations section 5141.1, as applicable.

- 1.9 WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- 1.10 WORK SITE shall maintain the confidentiality of any information regarding the PARTICIPANT or his/her immediate family, which may be obtained through application forms, interviews, reports, or any other source.
- 1.11 WORK SITE shall immediately notify CUSTOMER and FOUNDATION if a PARTICIPANT is exposed to COVID-19 if the exposure meets the definition of "close contact," as defined by the California Department of Public Health (CDPH).

## **2. CUSTOMER Responsibilities**

- 2.1 CUSTOMER will visit the WORK SITE intermittently, but at least on a monthly basis for the purpose of monitoring compliance with this agreement and reviewing PARTICIPANT progress.
- 2.2 CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- 2.3 CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and on-boarding of PARTICIPANT.

## **3. Compliance with Federal, State, and Local Laws**

- 3.1 PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- 3.2 WORK SITE shall ensure that PARTICIPANTS who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If PARTICIPANTS over the age of 18 do exceed 8 hours per day or 40 hours per week, WORK SITE will be responsible for payment of overtime to the PARTICIPANT. WORK SITE will ensure that no PARTICIPANT exceeds 300 of hours, as referenced in Attachment A of this Agreement. This number cannot exceed 1000 hours per PARTICIPANT per fiscal (July-June) year unless classified as a Student Assistant with CUSTOMER and FOUNDATION advance approval.
- 3.3 WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).

- 3.4 WORK SITE shall comply with all applicable federal, state and local laws and regulations to a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration (“OSHA”; “Cal-OSHA”) laws and regulations, including the recording of workplace injuries on CUSTOMER’s OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE’s industry.
- 3.5 WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.
- 3.5.1. If the regulations promulgated pursuant to WIOA are amended or revised, WORK SITE shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- 3.6 WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- 3.7 WORK SITE shall not participate in the Career Catalyst program if experiencing abnormal labor conditions such as strikes, lockouts, or layoffs and the work experience PARTICIPANT will dislocate or affect employment or promotional opportunities for the WORK SITE's current or laid-off employees.
- 3.8 WORK SITE and/or the PARTICIPANT shall not be involved in training activities, which assist, promote, or deter union organization.
- 3.9 PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility as is used or to be used for sectarian instruction, or as a place for religious worship.
- 3.10 WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with that is listed as a Registered Sex Offender.
- 3.11 WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- 3.12 WORK SITE shall comply with all applicable federal, state, and local laws, regulations, orders, and guidelines related to COVID-19 workplace restrictions and notification obligations, including

but not limited to those from the CDPH, Cal-OSHA, local county, or any other government entity with jurisdiction over the WORK SITE.

3.13 In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between FOUNDATION and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

#### **4. Term, Termination, Waiver, and Modification**

4.1 The period of this Agreement is from 7/01/2025 through 6/30/2026 ("Term"), in alignment with the Career Catalyst Program Agreement entered into between CUSTOMER and FOUNDATION. However, this Term in no way alters the employment term specified in each PARTICIPANT's Attachment A.

4.2 CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT's or CUSTOMER's best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.

4.3 No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

#### **5. Worker's Compensation and Employment Claims**

5.1 WORK SITE shall immediately notify CUSTOMER and FOUNDATION of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.

5.2 WORK SITE shall promptly report to CUSTOMER and FOUNDATION any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.

5.3 WORK SITE must secure CUSTOMER and FOUNDATION's written approval prior to PARTICIPANT's use of motor vehicles, heavy equipment, or power tools. CUSTOMER and WORK SITE must also be in compliance with FOUNDATION's Driving Standard and incorporate the Driving Standard as a part of this Worksite Agreement, in the event that a PARTICIPANT will use or uses such motor vehicles or heavy equipment during the course of the program. If WORK SITE secures CUSTOMER and FOUNDATION's approval for use of heavy equipment or power tools, prior to PARTICIPANTS using heavy equipment or power tools

WORK SITE shall ensure PARTICIPANT receives and completes all necessary training, certification, and safety instruction (including instruction on proper use of PPE) required under California law and regulation applicable to the use of heavy equipment and/or power tools, including without limitation compliance with all applicable Department of Industrial Relations and Cal-OSHA Safety Orders.

## **6. Insurance and Indemnification**

6.1 WORK SITE shall maintain insurance as listed below:

- i. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and Foundation for California Community Colleges, its directors, officers, and employees as Additional Insureds.
- ii. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).

6.2 The WORK SITE shall indemnify and hold harmless CUSTOMER and FOUNDATION, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.

6.3 WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and FOUNDATION harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

## **7. LAEP Program Administrator Responsibilities *(if applicable)***

7.1 In addition to the requirements for Career Catalyst PARTICIPANTS, the following are requirements specifically applicable to Learning-Aligned Employment Program ("LAEP") PARTICIPANT(S).

7.2 WORK SITE shall ensure that the employment of a LAEP PARTICIPANT shall not displace workers currently employed by the WORK SITE or impair existing contracts for services.

7.3 WORK SITE shall ensure the LAEP PARTICIPANT placement does not violate any applicable collective bargaining agreements or fill any vacancies to a labor dispute.

7.4 WORK SITE shall ensure the work performed by the PARTICIPANT shall not be related to the activities of any sectarian organization or to any partisan or nonpartisan political activities.

**8. Notices**

All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

Leticia  
QRP  
Department of  
Rehabilitation  
1214 W State St. Suite A  
El Centro CA 92243  
760-353-1335  
leticia.iten@dor.ca.gov

WORK SITE:



FOUNDATION

Workforce Development  
Foundation for California Community  
Colleges 1102 Q Street, Suite 4800  
Sacramento, CA 95811  
916-498-6723  
[careercatalyst@foundationccc.org](mailto:careercatalyst@foundationccc.org)

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.**

**CUSTOMER**

**WORK SITE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

Date:

Date:

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By\*:  Tim Aldinger (Sep 18, 2023 12:24 EDT)

Print Name: Tim Aldinger

Title: Executive Director, Workforce Development

Date: Sep 18, 2023

[\*FoundationCCC's signature above shall be invalid if any revisions are made to this Agreement that are not formally approved and agreed upon in writing by FoundationCCC.]

ATTACHMENT A to Work Site Agreement

**Participant Form Addendum**

To be completed for each participant as an addendum to the Agreement.

**Employer Name & Address:** Foundation for California Community Colleges

1102 Q Street, Suite 4800, Sacramento, CA 95811

Work Site:  Work Site Department:

Work Site Address:

Customer:  Date:

Participant Name:

Position Title/Classification:

Is Participant a LAEP Eligible Student: Yes  No

Supervisor Name:

Supervisor Contact Information (email and/or phone number):

Term of employment:  to

Rate of compensation: \$  per hour

Purpose/Role of Position:

Duties/Responsibilities & Relationship to Position:

General Qualifications:

Specific Qualifications:

LAEP Only: Procedures for Determining Rate of Pay (in alignment with LAEP hourly rate requirements)

Work Hours: The student's working hours during the term of employment shall not exceed:

Maximum hours per week: 20 Maximum total hours for the term of employment: 300

Detailed Job Description & Job Title attached Separately (Check Box, If Applicable)