



PROCESS AND ETHICS AGREEMENT

Customer Name ("Customer")	Customer Address
Santa Barbara County Workforce Development Board	130 East Ortega Street, Santa Barbara CA 93101
805-363-0816	95-6002833

This agreement is entered into and by the Customer named above and Supplier Turning Basin Labs Cooperative, Inc. on **February 21, 2023**. No term of this Agreement shall be amended, supplemented, waived, or modified except in writing, signed by both parties, and the parties acknowledge that Customer has received and agreed to (i) the terms of this Agreement; (ii) the attached Terms and Conditions to the Agreement to Supply Temporary Staffing.

THE PARTIES AGREE AS FOLLOWS:

1. SERVICES

- (a) Supplier agrees to provide temporary workers (collectively, "Fellow") to provide services to Customer as described in one or more Statements of Work.
- (b) Upon Customer's written request, Supplier will perform a background check on Fellow before hire, at Customer's expense and in accordance with the law.

2. GUARANTEE

If Customer is not satisfied with any Fellow for any lawful, non-discriminatory, business related reason and Customer informs Supplier within two (2) hours of arrival, Customer will not be billed for that Fellow, and Supplier will provide a replacement. Supplier's sole warranty is the replacement of unsatisfactory Fellow.

3. OPERATING NORMS

The Parties agree to abide by the current version of the Operating Norms, and that document is hereby incorporated into this Agreement.

ACKNOWLEDGED AND AGREED:

Customer Signature:		Supplier Signature:	
Name:		Name:	Bryan Goebel
Title:		Title:	Managing Director

TERMS AND CONDITIONS TO THE AGREEMENT TO SUPPLY TEMPORARY STAFFING

These Terms and Conditions to the Agreement to Supply Temporary Staffing (“Terms”), are incorporated within the Agreement to Supply Temporary Staffing (“Agreement”) entered into between Customer and Supplier. The parties agree that Supplier is a vendor of temporary workers (“Fellows”) and Customer has requested that Supplier provide Fellows to assist the Customer in the completion of Customer’s business activities. The parties acknowledge that they have read, understand, and agree to all of the terms and conditions set forth below which shall be incorporated into the Agreement.

1. DUTIES OF SUPPLIER

- (a) Supplier shall pay Fellow wages as due and, if required by law, withhold from Fellow wages and promptly pay to the appropriate governmental agencies all required taxes, social security, Federal Insurance Contributions Act (FICA) and State Unemployment Tax Act (SUTA).
- (b) Supplier shall provide workers’ compensation insurance in accordance with state law for the Fellows who are employees of Supplier.
- (c) Supplier is an equal opportunity employer and, as such does not unlawfully discriminate against job applicants or Fellows on the basis of the race, color, religion, sex, national origin, citizenship, ancestry, physical or mental disability, legally protected medical condition, marital status, sex, gender, sexual orientation, gender identity, gender expression, pregnancy, and (40 or older), military and/or veteran status or any other basis protected by federal or state law. Where applicable for federal contractors or subcontractors, Supplier further represents and warrants that it will take affirmative steps to ensure that applicants and employees are treated with regard to their race, color, religion, sex, national origin, disability, or veteran status as set forth in Executive Order 11246 and 41 C.F.R. 60-1.4. This contract also incorporates herein by reference the EEO clauses set forth in Section 202 of Executive Order 11246 and 41 C.F.R. 60-1.4. (d) Supplier complies with the Immigration Reform and Control Act of 1986, and shall complete and maintain an I-9 form for all Fellows.

2. SAFETY

- (a) Customer agrees to include each Fellow who is an employee in the safety and health program which covers Customer’s employees in the performance of similar work and to provide site-specific personal protective equipment, clothing, or devices necessary for any work to be performed or used by Customer’s employees in the performance of similar work. Customer agrees to provide site-specific safety orientation and training to all Fellows at the start of an assignment. Customer agrees to comply with all applicable laws that pertain to its workforce, including those relating to health and safety. Customer shall not allow the Fellows to engage in any unsafe practice. (b) Without the prior written agreement of Supplier, Customer will not entrust Fellows with the care of unattended premises, custody or control of cash, credit cards, keys, or other similar valuables or authorize Fellows to operate heavy equipment or motor vehicles.

3. COMPLIANCE WITH LAWS

- (a) Customer agrees to comply with all applicable laws and ordinances relating to health and safety on the jobsite.
- (b) Supplier and Customer shall comply with all applicable federal, state and local laws and regulations, including but not limited to: wage and hour, breaks and meal period regulations, the hiring and discharge of employees, Title VII and the FLSA. Supplier and Customer shall provide a workplace free from

discrimination and unfair labor practices. Supplier will provide state mandated anti-harassment training to Fellows and Customer agrees to provide the same training to any of its employees who may interact with the Fellows. Should any Fellow report a concern of harassment to any employee of Customer, Customer agrees to immediately notify Supplier so that Supplier can conduct a prompt and thorough investigation. Should the concern of harassment include employees of both Supplier and Customer, the parties agree to coordinate to ensure the concern is properly investigated.

(c) Supplier is responsible for its compliance with the Affordable Care Act (“ACA”) with respect to Fellows. Notwithstanding the foregoing, Supplier shall not be responsible for Customer’s compliance with the ACA with respect to its own employees or:

(d) **Customer’s use of Fellows to avoid its own obligations under the ACA. The parties acknowledge that a portion** of the bill rate paid by Customer includes an amount for ACA coverage for Fellows.

(e) Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act, Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Fellows.

4. INDEMNIFICATION.

Customer shall fully reimburse and indemnify and hold harmless Supplier, and its owners, officer, directors, employees, customers and agents from and against all claims, liabilities or costs (including attorneys’ fees, arbitration costs, and court costs) brought by any other party, including Customer’s employees, Customer’s independent contractors, Fellow(s) assigned by Supplier to work for Customer, other private parties, or government entities related to the work performed by Fellow(s) for Customer under this Agreement, which claims, liabilities or costs arise from the Customer shall fully reimburse and indemnify and hold harmless Supplier, and its owners, officer, directors, employees, customers and agents from and against all claims, liabilities or costs (including attorneys’ fees, arbitration costs, and court costs) brought by any other party, including Customer’s employees, Customer’s independent contractors, Fellow(s) assigned by Supplier to work for Customer, other private parties, or government entities related to the work performed by Fellow(s) for Customer under this Agreement, which claims, liabilities or costs arise gross negligence, willful acts or fault of Customer. Any settlement of a claim imposing a direct or indirect obligation or restriction on Supplier is subject to Supplier’s prior approval.

5. LIMITATION OF LIABILITY.

In the case of a breach by Supplier of any of its obligations under this Agreement, Customer’s sole right and remedy shall be an action at law for damages, and Customer specifically waives any right to injunctive or other equitable relief to rescind any of the rights granted to Supplier hereunder. IN NO EVENT SHALL SUPPLIER’S AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNTS THAT IT RECEIVED FROM CUSTOMER AS THEY RELATE TO SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING EVENT(S) GIVING RISE TO THE LIABILITY. FURTHERMORE, IN NO EVENT SHALL EITHER PARTY OR ITS RELATED COMPANIES, OR THEIR OFFICERS, AGENTS, EMPLOYEES, OR Fellows BE LIABLE TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR LOST PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF OR IS RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

6. TERMINATION

Customer may terminate this Agreement at any time, for any reason, without penalty, and require the termination of Fellow’s placement if determined to be in the Customer’s best interest.

ACKNOWLEDGED AND AGREED:

Customer Signature:		Supplier Signature:	
Name:		Name:	Bryan Goebel
Title		Title:	Managing Director

7. STATEMENT OF WORK

DETAILS:

- Worker Name: Dorea Crowell
- Name of Company/Customer: Santa Barbara County Workforce Development Board
- Job Start Date: 2/21/23
- Estimated End Date: 12/30/23
- Job Position: Fellow
- Job Location: 1410 S. Broadway Street Santa Maria, CA 93454
- Manager Name: Bryan Goebel
- Manager Contact: 415-572-4612

Ways of Working

Turning Basin Labs (TBL), Make Fast Studio, and Jobs For the Future (JFF) and the Santa Barbara County Workforce Development Board will work together to execute the Workforce Transformation Corps project. The contracts between the parties detail the parameters of these partnerships. However, given the interdependencies each organization has with the other, it is useful to outline “ways of working together” with the primary goal of writing down shared expectations for communications, project management, resolving conflicts that arise and sharing wins.

COMMUNICATIONS

- Parties agree to primarily communicate via email and Zoom and to ensure each contacts the other on timely issues.
- They will freely share project updates, changes in priorities for their organizations that may impact the project.
- TBL will lead and facilitate all communications with the fellows as it relates to performance, worksite placement, human resources or personnel matters.
- TBL will include JFF and the Workforce Board in communications where a risk to the project or performance is concerned, ensuring JFF and the Workforce Board has visibility into any fellows that may leave the program, any Workforce Boards that are concerned about the quality of work and so forth.

WHEN ISSUES ARISE

In the event of a serious problem that prevents a workforce board and/or fellow from performing their duties, TBL, JFF, and Make Fast Studio will immediately contact each other and coordinate on resolving the issue at the level with which the issue occurred. If this does not resolve the issue, the project partners will escalate the issue to leadership or other parts of the organization.

HR COMPLAINT PROCESSES/POLICY

- TBL will create an HR email address for the fellows to report any incidents that may arise.
- Marci Harper-Lawyer, TBL operations manager, will receive the email and respond with a follow-up to further explore the situation and possible solutions (schedule a Zoom meeting)
- Marci will compile all data and submit the incident report to Insperty Human Resources for advice.
- The solution will be discussed with all parties.
- The solution will be executed by TBL.

FINAL DECISION-MAKING PROCESSES

Both parties will strive to come to an agreement on all shared decisions and issues, however, if they are unable to agree, the following decisions are each party's responsibility

- Termination of fellows who fail to perform or commits illegal or unethical activities - **TBL**
- Termination of a Workforce Board partnership for failure to participate according to their agreement and assignment of fellow - **JFF/ TBL**