County of Santa Cruz

HUMAN RESOURCES AGENCY
Cecilia Espinola, Director
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

March 17,2003 AGENDA: April 1,2003

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz. CA. 95060

APPROVAL OF RECEPTION SERVICE CONTRACT WITH EMPLOYMENT DEVELOPMENT DEPARTMENT FOR THE CAREER CENTER AT CAPITOLA

Dear Members of the Board:

On June 18, 2002, your Board approved contracts with the Employment Development Department (EDD), a partner in Workforce Santa Cruz County, to provide reception services in the Capitola career center from July 1, 2001 through June 30, 2002. EDD has continued to provide reception services effective July 1, 2002, pending renewal of the contract for FY 2002-03. Completion of the contract was delayed awaiting State notification of the County's Rapid Response allocation, which was received February 21, 2003. The purpose **of** this letter is to recommend contract approval for FY 2002-03 and to obtain authorization for the Human Resources Agency Director to sign the contract.

The Workforce Investment Act Rapid Response funding will pay the $72,945 reception services cost for the Capitola career center, resulting in no County cost associated with this contract. If approved, the contract is effective July 1,2002, and continues through June 30,2003. The contract is based on a State boilerplate, is on file with the Clerk of the Board, and has been approved as to form and insurance by County Counsel and Risk Management.

IT **IS** THEREFORE RECOMMENDED that your Board:

1. Approve the contract with the Employment Development Department for reception services in the amount of $72,945 for the Capitola Career Center; and

2. Authorize the HRA Director to sign the contract on behalf of the County.

Very truly yours,

Cecilia Espinola (ED)

CECILIA ESPINOLA
Director

Approval of Reception Service Contract with Employment Development Department for the Career Center at Capitola

CE\JP\ak n:\board letters\fy02-03\careerworks\approval of reception service contract with EDD for the Career Center at Capitola

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

CC: County Administrative Office
Auditor-Controller
HRA-Fiscal
General Services

a5

0133

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: Barbara L Coy Duly (Signature) 3/14/03 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☒ Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Human Resources Agency (Department/Agency)
   and State Employment Development Department - EDD (Name/Address)
2. The agreement will provide front door/reception services for the Workforce Santa Cruz partner agencies and visitors at the Career Center at Capitola.
3. Period of the agreement is from July 1, 2002 to June 30, 2003
4. Anticipated Cost is $ 72,945.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
   Remarks: Funded: WIA 01/02 Rapid Response $ 28,519.00; WIA 02/03 Rapid Response $ 44,426.00
5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC- 11 Contract No: 11587 OR ☐ 1st Time Agreement
   ☐ Section II No Board letter required, will be listed under Item 8
   ☐ Section III Board letter required
   ☐ Section IV Revenue Agreement
   M383207
   * EDD Contract ~~M98~~327; Project Code # 324
6. Appropriations/Revenues are available and are budgeted in 391600 (Index) 5243 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are / are not available and have been / will be encumbered.

Contract No: 21587-02

By: Kayari Date: 03/19/03
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize _____ (Dept/Agency Head) to execute on behalf of the _____ (Department/Agency)

Date: 3/24/03 Contract Analyst: Alan Knox x-4598

By: _____
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20___

By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO	$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	$	/			
Auditor Description	Amount	Index	Sub object	User Code	

25

M383207
EDD Contract No.
Project Code 324

0134

STANDARD AGREEMENT FOR EMPLOYMENT SERVICES

This Agreement is entered into by and between the Santa Cruz County Human Resources, hereinafter referred to as the "Administrative Entity," and the Employment Development Department of the State of California, hereinafter referred to as "EDD." The purpose of this Agreement is for EDD to provide specific employment services to the Administrative Entity. All services shall be performed in accordance with the provisions hereinafter and herein expressed.

1. The term of this Agreement shall be July 1,2002 through June 30,2003.

2. The Administrative Entity shall reimburse EDD in the amount not to exceed Seventy Two Thousand nine hundred forty five and No/100 Dollars ($72,945.00) for the services to be provided as set forth in this Agreement.

3. The following exhibits are attached hereto and are made a part of this Agreement:

   Exhibit A, Scope of Services to be Performed
   Exhibit B, Schedule of Expenditures
   Exhibit C, Budget

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

EDD	Administrative Entity
Employment Development Department	
By (Authorized Signature)	By (Authorized Signature)
Printed Name and Title of Person Signing Jack Padley Division Chief #9110	Printed Name and Title of Person Signing Cecilia Espinola, Administrator Human Resources Aaencv
Address 2901 50th Street, Sacramento, Ca. 98517-2399	Address 1000 Emeline Avenue Santa Cruz, Ca. 95060

DEPARTMENT OF GENERAL SERVICES USE ONLY

DE 8798 Rev. 4(9/01) State of California/Employment Development Department

4. **FISCAL PROVISIONS:** The specific cost for services provided under the Agreement are set forth in Exhibit C entitled "Budget." The EDD will begin invoicing once the Fiscal Programs Division has received a copy of the contract signed by both parties. The EDD will invoice on or about the 10th of each month based upon actual expenditures. These expenditures will be supported by monthly expenditure reports, which will accompany the invoices. Invoices will reference the EDD contract number and will be sent to:

Careerworks Fiscal
Santa Cruz County Human Resources Agency
1040 Emeline Street
Santa Cruz, Ca 95060
Attn: Barbara Coy-Bulicz

In consideration of the performance and completion of the foregoing and upon receipt of a detailed invoice, in triplicate, monthly in arrears, the Administrative Entity shall issue payments so that they are received by EDD no later than the 23rd day of each month. This is so that EDD may deposit such payments in a timely manner with the State Controller for disbursements occurring at the end of the billing period. The payments shall reference the invoice number and be sent to:

Employment Development Department
Accounting Section, MIC 70
P.O. Box 826217
Sacramento, CA 94230-6217

Within the authorized closeout period or 60 days after the end of the contract period, whichever is earlier, EDD will submit a final report reflecting actual expenditures. If a refund is due the Administrative Entity, it will be submitted with the final report. If actual expenditures exceed payments, the Administrative Entity will then be billed for the difference.

5. **CONTRACT MONITORS:** The name and address of the Contract Monitors for EDD and the Administrative Entity are as follows:

EDD
Pam McClendon
Manager, Santa Cruz County EDD #047

Workforce Santa Cruz County @ Capitola
2045 40th Avenue, Suite B.
Capitola, Calif 95010
(831)464-6261

Administrative Entity
Alan Knox
Careerworks

Santa Cruz County Careerworks
1040 Emeline Street
Santa Cruz, Calif 95060
(831)454-5498

GENERAL TERMS AND CONDITIONS

. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

B. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. **AUDIT:** EDD agrees that the Department of General Services, the Bureau of State Audits, or their designated representative, and an authorized representative of the Administrative Entity shall have the right to copy any records and supporting documentation pertaining to the performance of this Agreement. The EDD agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The EDD agrees to allow access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. (GC 8546.7).

EDD shall maintain records documenting payments received and provided under this Agreement for at least three years from the final payment date of this Agreement. If EDD receives notice that any litigation, claim, or audit has begun before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings are resolved.

EDD may maintain any of the records required to be kept under this Agreement by substituting photographs, microphotographs, or other authentic reproductions of such records.

D. **AMERICANS WITH DISABILITIES ACT:** The EDD agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and State laws and regulations, guidelines, and interpretations issued thereto

E. **COMPENSATION:** The consideration to be paid EDD, as provided herein, shall be in-compensation for all of EDD's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

F. **DISPUTES:** In the event of a dispute between EDD and the Administrative Entity over any part of this Agreement, the dispute may be submitted to nonbinding arbitration upon the consent of both parties. An election for arbitration pursuant to this Agreement shall not preclude either party from pursuing any remedy for relief otherwise available. EDD shall continue with the responsibilities under this Agreement during any dispute.

G. **INDEMNIFICATION:** In accordance with provisions of Section 895.4 of the California Government Code, each party hereto agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from the acts or omissions of the indemnifying party.

H. **INDEPENDENT CAPACITY:** Each of the parties and the agents and employees of each party in the performance of this Agreement shall act in an independent capacity and not as officers and agents of the other party.

I. **INSURANCE:** The State of California has elected to be insured for its general liability, motor vehicle, and Workers' Compensation liability exposures through a self-insurance program. EDD is covered by a self-insured plan for general liability administered by the State Attorney General's office. EDD is covered by Workers' Compensation insurance pursuant to agreement with the State Compensation Insurance Fund. EDD is covered by self-insured vehicle liability administered by the Office of Insurance and Risk Management of the Department of General Services.

J. **NON-DISCRIMINATION:** The EDD agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 34, Subpart B, Section 34.20. Both parties to this Agreement agree to adhere to appropriate federal and State legislation concerning nondiscrimination and affirmative action procedures.

K. **PROGRAM OPERATION:** EDD shall administer this Agreement in accordance with the Federal Workforce Investment Act, Unemployment Insurance Code, and applicable federal and State regulations and directives.

L. **TERMINATION:** This Agreement may be terminated by either of the parties by notifying the other party in writing 30 days prior to the effective date of termination.

1. If during the term of this Agreement, the State and/or federal funds appropriated for the purposes of this Agreement are reduced or eliminated by the California Legislature or the United States government, the Administrative Entity may immediately terminate this Agreement upon written notice to EDD.

2. If this Agreement is terminated before the end of its term, EDD shall be paid for all staff time encumbered or used during this Agreement through the date of termination.

3. Notice required by this paragraph will be effective upon delivery to the Contract Monitor.

M. **TIMELINESS:** Time is of the essence in this Agreement.

N. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be effected thereby.

O. **CONFIDENTIALITY PROVISION:** Both parties to this Agreement agree to protect confidential and sensitive information from loss, and unauthorized access, use, modification, disclosure or destruction. Both parties agree to use the protected information pursuant to applicable laws including but not limited to, Civil Code Sections 1798 et seq., (The California Information Practices Act); the California Unemployment

Insurance Code Sections 1094 and 2111; the California Penal Code Section 502; and the Public Law 104-191 (Health Insurance Portability and Accountability Act of 1996).

Prior to start of each week, EDD Manager will provide the Careerworks Manager an advance schedule of staff assignments to each activity listed above, including hours assigned.

When EDD is providing reception coverage, without exception they will perform all duties prescribed to the Careerworks receptionist.

SCHEDULE OF EXPENDITURES

The following schedule reflects expenditures estimated to be accrued during the indicated month. It is anticipated that invoicing will reflect these amounts or adjustments thereto.

MONTH	ESTIMATED EXPENDITURES
1. July 2002	$ 6,078.75
2. August 2002	$ 6,078.75
3. September 2002	$ 6,078.75
4. October 2002	$ 6,078.75
5. November 2002	$ 6,078.75
6. December 2002	$ 6,078.75
7. January 2003	$ 6,078.75
8. February 2003	$ 6,078.75
9. March 2003	$6,078.75
10. April 2003	$6,078.75
11. May 2003	$ 6,078.75
12. June 2003	$ 6,078.75
TOTAL	$ 72,,945.00

(To equal total amount set forth in Budget, Exhibit D.)

*Amount indicated will be adjusted by difference between actual and invoiced expenditures for period two months prior.

Contract Name: Santa Cruz County
Term of Contract: 07/01/02 to 06/30/03
Field Office/Division: Capitola 0470

EDD Contract: M383207
Project Code: 324

Budget Detail Sheet (by PYs)
SFY 2002-03*

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

Classification	Annual Salary	Contract Hours	PYs	Total costs
EPR-C	$45,456	1735.50	1.00	$45,456
Sub -Total		1735.50	1.00	$45,456 (A)
Administrative Staff and Technical (AS&T) (6.74% of (A))				$3,064
Sub - Total				$48,520 (B)
Personnel Benefits (27.57% of (B))(Includes AS&T)				$13,377
TOTAL PS & PB				$61,897

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E (22.77% of (B))	$11.048	
Direct OE&E		
Expense Type	Est. Cost	
mileage and travel, supplies and equip	$0	
Total Direct OE&E	$0	
TOTAL OE&E		$11,048
CONTRACT TOTAL		$72,945

* Rates may be subject to change.

Please Note: If Staff is outstationed DO NOT include the allocated OE&E

STATE OF CALIFORNIA

NONDISCRIMINATION CLAUSE (*OCP*-1)

STD. 17A (REV. **3-95)**

1. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.