

SCO ID:

BOS AGREEMENT # 21-108

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

0000000229

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

EDD/Employment Development Department

CONTRACTOR NAME

County of Mendocino

2. The term of this Agreement is:

START DATE

July 1, 2021, or upon final approval

THROUGH END DATE

June 30, 2022

3. The maximum amount of this Agreement is:

\$77,404 (Seventy-Seven Thousand Four Hundred Four Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Budget Detail Sheet	1
+ - Exhibit C *	General Terms and Conditions	GTC 04/2017 5
+ - Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Mendocino

CONTRACTOR BUSINESS ADDRESS

PO Box 1060

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Dan Gjerde

TITLE

Board Chair, Mendocino Co. Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

JUN 09 2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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AGREEMENT NUMBER

0000000229

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

EDD/Employment Development Department

CONTRACTING AGENCY ADDRESS

722 Capitol Mall, MIC-62

CITY

Sacramento

STATE

CA

ZIP

95815

PRINTED NAME OF PERSON SIGNING

Andrea Clayton

TITLE

Chief, Contracts Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Andrea Clayton

DATE SIGNED

5/19/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per DGS Exemption Letter No. 54.5

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

I. DEFINITION OF SERVICES

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and the County of Mendocino, hereinafter referred to as the County, for the purpose of the EDD providing employment services to CalWORKs Welfare-to-Work participants.

A. The EDD shall provide the following services:

Upon receiving referrals from California Work Opportunity and Responsibility to Kids (CalWORKs) Job Services staff, the EDD staff will collaborate with the CalWORKs Job Services Employment Services Representatives to provide coordinated services, including employment plans and educational/training goals.

Staff time distributed to CalWORKs Job Services One-Stop Office location(s) and monthly hours may vary as needed, not to exceed 1,062.5 hours per year as negotiated between the COUNTY and the EDD.

1. In a one-on-one interview, the program-specific EDD staff will assess the CalWORKs Job Services participant's goals and seek work strategies that match the participant to current labor market possibilities. Some of the specific approaches and tasks will include:
 - a. Scheduling of weekly appointments with participants through telephone, e-mail or in-person.
 - b. Assisting to expand the participant's job search by linking transferable skills to broader occupational and industrial categories.
 - c. Providing customized labor market information to individuals.
 - d. Certifying eligible participants to use the tax credit as a self-marketing tool.
 - e. Assisting with résumés for customers – both CalJOBSSM and regular résumés as appropriate (job development contacts).
 - f. Marketing individual job seekers to employers to include job development and job identification.
 - g. Marketing and promoting On-the-Job Training (OJT) programs to employers.
 - h. Referral participants to supportive services as needed.

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

2. Provide a minimum of one 2-day CalJOBSSM résumé-building or other job search focused workshop per month for jobseekers in the CalWORKs Job Services Program who are assigned to a job search. A workshop consists of two (2) sessions, each being two (2) hours. Sessions will expose clients to registering and navigating the EDD's CalJOBSSM website. Job seekers may also learn how to build a résumé, search for jobs, set up a virtual recruiter to maximize a job seeker's exposure, and any other job search skills or connections identified in the process of working with participants to maximize their chance of employment.
 3. Update the CalWORKs Job Services staff regarding appointment letters, feedback on attendance, and follow-through with job referrals using hard copy notification, e-mail, or in person.
 4. Contact employers on behalf of CalWORKs Job Services participants for On-the-Job Training (OJT's) and regarding the Work Opportunity Tax Credit.
 5. Submit a monthly participant report to the CalWORKs Job Services Employment & Training Supervisor that includes: the name of each participant who has received services in the previous month, the number of contacts, date and hours of service provided to each participant served, the services provided to each participant served, the location of the service and the CalWORKs Job Services case manager's name.
 6. Provide a liaison to work with the County who will attend bi-monthly meetings regarding contract commitment.
- B. The County shall provide a liaison to work with the EDD.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

The County shall reimburse the EDD upon satisfactory completion of the services as defined in the Scope of Work/Definition of Services (Exhibit A):

1. The County shall reimburse the EDD a total amount not to exceed Seventy Seven Thousand Four Hundred Four Dollars and Zero Cents (\$77,404.00), in accordance with the details specified in the Budget Detail Sheet (Attachment B-1), which is attached hereto and made part of this Agreement.
2. Services furnished under this Agreement must be made in accordance with the cost basis stipulated herein:
 - a. Neither expenditure nor obligation shall be incurred in excess of the authorized cost
 - b. Not to exceed the amount stipulated in this Agreement
 - c. Any such unauthorized expenditure shall be borne by the EDD.
3. COUNTY will pay the EDD per the fees shown below:

Description	Maximum Dollars
Direct Service Staffing	\$59,779
Operating Expenses & Equipment	\$7,950
Administrative Staff & Technical	\$9,675
Contract Total	\$77,404

4. Invoices shall be submitted on a monthly basis to:

County of Mendocino
HHSA, EFAS-CalWORKs Job Services
Attn: Elaine Chan
2550 N. State St. Suite 3
Ukiah, CA 95482
or: chane@mendocinocounty.org

5. The payments shall be sent to:

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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

6. Submission of claims and reports will comply as follows:
 - a. The EDD will submit invoices by the twentieth (20th) day of the month for services provided to clients in the previous month;
 - b. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. The COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice;
 - c. The COUNTY shall not approve payment of funds until the EDD has filed all reports required under this Agreement.

7. This Agreement does not guarantee renewal in future years.

II. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate state fiscal year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the state by the United States Government or by the State of California for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and Legislature do not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

III. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

Contract Name: Reimbursable Contract with the County of Mendocino
Term of Contract: 7/01/2021 - 6/30/2022
EDD Branch/Div: WSB/Northern Division

EDD Contract No. 0000000229:
Page 1 of 1

**Attachment B-1
 Budget Detail Sheet
 SFY 2021-22***

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Employment Program Representative	\$61,584	1062.5	0.6000	\$36,950.40
			0.0000	\$0.00
			0.0000	\$0.00
Sub-Total		1062.5	0.6000 (A)	\$36,950.40 (B)
Personnel Benefits (61.78% of (B))				<u>\$22,827.96</u>
TOTAL PS & PB				<u>\$59,779.00</u>

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$13,250 per PY)			<u>\$7,950.00</u>	
Direct OE&E				
<u>Expense Type</u>	<u>Est. Cost</u>			
Total Direct OE&E			<u>\$0.00</u>	
TOTAL OE&E				<u>\$7,950.00</u>
Administrative Staff and Technical (AS&T) ((A) multiplied by \$16,125 per PY)				<u>\$9,675.00</u>
CONTRACT TOTAL				<u>\$77,404.00</u>

* Rates may be subject to change.

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

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. 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.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. 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 affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)
SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the County and the state employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

2. Workforce Innovation and Opportunity Act (WIOA)

The EDD agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

3. Termination Clause

This Agreement may be terminated by either party by giving written notice 30 (thirty) days prior to the effective date of such termination.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., earthquakes, floods, and other natural disasters) such that performance is impossible.

5. 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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: *Bekkie Emery*
Bekkie Emery, HHSA Assistant Director

Date: May 21, 2021

Budgeted: Yes No

Budget Unit: 5010

Line Item: 86-3138

Org/Object Code: SSJSCON

Grant: Yes No

Grant No.:

COUNTY OF MENDOCINO

By: *Dan Gjerde*
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: JUN 09 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Amap*
Deputy

JUN 09 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Amap*
Deputy

JUN 09 2021

INSURANCE REVIEW:

By: *Carmel J. Angelo*
Risk Management

Date: 05/18/2021

CONTRACTOR/COMPANY NAME

By: See STD213
Andrea Clayton, Chief Contracts Section

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Employment Development Department
722 Capitol Mall, MIC 62-C
Sacramento, CA 95814
916-653-5370
andrea.clayton@edd.ca.gov

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: *Charlotte Scott*
Deputy

Date: 05/18/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: *Darcie Antle*
Deputy CEO

Date: 05/18/2021

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed N/A

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: Located outside Mendocino County _____