

STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD. 213 (Rev 06/03)

Cleared  
CSG-SB  
Dist. Reim 7-10-18

BOS AGREEMENT # 18-059

REGISTRATION NUMBER

AGREEMENT NUMBER

M9109798

1. This Agreement is entered into between the Agency and the State of California Contractor named below:

REQUESTER AGENCY NAME

County of Mendocino

STATE OF CALIFORNIA—CONTRACTOR'S NAME

Employment Development Department

2. The term of this Agreement is: July 1, 2018 through June 30, 2019

3. The maximum amount of this Agreement is: \$75,809.00  
Seventy Five Thousand Eight Hundred Nine Dollars and No 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:

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

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: [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx).

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

STATE OF CALIFORNIA CONTRACTOR

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

Employment Development Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rose Liu, Chief, Procurement Section

ADDRESS

722 Capitol Mall, MIC 62-C  
Sacramento, CA 95814

AGENCY

AGENCY'S NAME

County of Mendocino

BY (Authorized Signature)



DATE SIGNED (Do not type)

5-23-18

PRINTED NAME AND TITLE OF PERSON SIGNING

Dan Hamburg, Chair, Board of Supervisors

ADDRESS

P.O. Box 1060  
Ukiah, CA 95482

California Department of General  
Services Use Only

☐ Exempt per:

**IN WITNESS WHEREOF  
DEPARTMENT FISCAL REVIEW:**

Anne Molgaard  
Anne Molgaard, Acting HHSA Director

Date: 4/10/18

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3138

Org/Object Code: SSJSCON

Grant: ☐ Yes ☒ No

**COUNTY OF MENDOCINO**

Dan Hamburg  
By: DAN HAMBURG, Chair  
BOARD OF SUPERVISORS

Date: MAY 23 2018

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

Karla Vant Hagen  
By: Karla Vant Hagen  
Deputy MAY 23 2018

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

Karla Vant Hagen  
By: Karla Vant Hagen  
Deputy MAY 23 2018

**INSURANCE REVIEW:**

Carmel J. Angelo  
By: Carmel J. Angelo  
Risk Management

Date: 4-23-18

EDD Contract No: M9109798  
**Employment Development Department**

By: Diane Ferrari

Diane Ferrari, Division Chief, Northern Division

Date: 7/16/18

**NAME AND ADDRESS OF CONTRACTOR:**

Employment Development Department

PO Box 826217

Sacramento, CA 94230

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:

KATHARINE L. ELLIOTT,  
County Counsel

Charlotte Scott  
By: Charlotte Scott  
Deputy

Date: 4/15/18

**EXECUTIVE OFFICE/FISCAL REVIEW:**

Imelle Rana  
By: Imelle Rana  
Deputy CEO

Date: 4-23-18

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

Exception to Bid Process Required/Completed ☒ 18-138

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: State

**EXHIBIT A****DEFINITION OF SERVICES**

I. CONTRACTOR shall provide the following services:

Upon receiving referrals from California Work Opportunity and Responsibility to Kids (CalWORKs) Job Services staff, Employment Development Department (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 1,083.8 hours per year as negotiated between the COUNTY and the CONTRACTOR.

1. In a one-on-one interview, 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 CalJOBS<sup>SM</sup> 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 to supportive services as needed
2. Provide a minimum of one 2-day CalJOBS<sup>SM</sup> résumé-building or other job search focused workshop per month for jobseekers in the CalWORKs Job Services Program who are assigned to Job Search. A workshop consists of 2 sessions, each being 2 hours.

Sessions will expose clients to registering and navigating EDD's CalJOBS<sup>SM</sup> 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.

## **EXHIBIT A – PAGE 2**

### **DEFINITION OF SERVICES**

3. Update CalWORKs Job Services staff regarding appointment letters, feedback on attendance and follow-through with job referrals using hard copy, 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 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.

#### **II. COUNTY SHALL:**

1. The COUNTY will provide a liaison to work with the CONTRACTOR

**[END OF DEFINITION OF SERVICES]**

**EXHIBIT B****PAYMENT TERMS**

COUNTY will pay CONTRACTOR per the fees shown below:

1. For satisfactory provision of services as defined in the Definition of Services.
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 CONTRACTOR.

Description	Maximum Dollars
Direct Service Staffing	\$60,254
Operating Expenses & Equipment	\$7,319
Administrative Staff & Technical	\$8,236
Contract Total	\$75,809

3. Invoices shall be submitted to:

Mendocino County HHSA  
CaWORKs Job Services  
Attn: Elaine Chan  
2550 N. State St. Suite 3  
Ukiah, CA 95482

4. The payments shall be sent to:

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

5. Submission of claims and reports will comply as follows:
  - a. By the twentieth day of the following month for all services provided to clients in the previous month;
  - b. Invoices submitted 90 days after the service is provided must be accompanied by a letter to the County Executive Office explaining the reason for the lateness;
  - c. County Administrator will determine whether to approve or disapprove payment of late invoice;
  - d. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
6. This is an annual contract and does not guarantee renewal in future years.

Payments under this agreement shall not exceed Seventy-Five Thousand Eight Hundred Nine Dollars (\$75,809) for the term of this Agreement.

Contract Name: Mendocino County  
 Term of Contract: 7/1/18 - 6/30/19  
 EDD Branch: WSB

EDD Contract: M9109798  
 Project Code: 382  
 Page: 1 of 1

**Attachment B-1  
 Budget Detail Sheet  
 SFY 2018-19\***

**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	\$59,496	1,083.8	0.63	\$37,685
Sub-Total		1,083.8	0.63 (A)	\$37,685 (B)

Personnel Benefits (59.89% of (B)) \$22,569

**TOTAL PS & PB** \$60,254

**OPERATING EXPENSES & EQUIPMENT (OE&E)**

Allocated OE&E ((A) multiplied by \$11,555 per PY) \$7,319

**Direct OE&E**

<u>Expense Type</u>	<u>Est. Cost</u>
Total Direct OE&E	<u>\$0.00</u>

**TOTAL OE&E** \$7,319

Administrative Staff and Technical (AS&T) ((A) multiplied by \$13,002 per PY) \$8,236

**CONTRACT TOTAL** \$75,809

\* Rates may be subject to change.

<sup>1</sup> Includes the 4% General Salary Increase effective July 1, 2018

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

[END OF PAYMENT TERMS]

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

In the event of a dispute between EDD and the County over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Partner. An election for arbitration to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

**2. Workforce Innovation and Opportunity Act (WIOA)**

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

**3. Termination Clause**

This Agreement may be terminated by either party by giving written notice 30 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.