

Cleared
CSG
Dist 8/15/19 56

DOS AGREEMENT # 19-180

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 02/2019)

AGREEMENT NUMBER

M0112890

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

County of Mendocino

CONTRACTOR NAME

EDD/Employment Development Department

2. The term of this Agreement is:

START DATE

July 1, 2019, or upon final approval

THROUGH END DATE

June 30, 2020

3. The maximum amount of this Agreement is:

(\$75,010.00) Seventy Five Thousand Ten 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.

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
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/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

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.)

Employment Development Department

CONTRACTOR BUSINESS ADDRESS

722 Capitol Mall, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Andrea Clayton

TITLE

Chief, Contracts Section

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Andrea Clayton

8/14/19

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PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

County of Mendocino

CONTRACTING AGENCY ADDRESS

PO Box 1060

CITY

Ukiah

STATE

CA

ZIP

95482

PRINTED NAME OF PERSON SIGNING

Carre Brown

TITLE

Board Chair, Mendocino County Board of Supervisors

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

7-10-2019

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per DGS Exemption Letter No. 54.5

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

DEFINITION OF SERVICES

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

I. EDD 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 1,043.5 hours per year as negotiated between the COUNTY and the EDD.

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 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 to supportive services as needed
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 Job Search. A workshop consists of 2 sessions, each being 2 hours. Sessions will expose clients to registering and navigating 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,

EXHIBIT A
(Standard Agreement)

and any other job search skills or connections identified in the process of working with participants to maximize their chance of employment.

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. The COUNTY shall:

Provide a liaison to work with the EDD.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

The County shall reimburse EDD a total amount not to exceed Seventy Five Thousand Ten Dollars and No Cents (\$75,010.00), in accordance with the details specified in Attachment B-1, Budget Detail Sheet, which is attached hereto and made part of this Agreement.

COUNTY will pay EDD per the fees shown below:

1. Upon satisfactory completion of the services as defined in Exhibit A, Scope of Work/ 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 EDD.

Description	Maximum Dollars
Direct Service Staffing	\$60,030
Operating Expenses & Equipment	\$7,049
Administrative Staff & Technical	\$7,931
Contract Total	\$75,010

3. Invoices shall be submitted to:

Mendocino County HHSA
CalWORKs 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. 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. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice;
- c. COUNTY shall not approve payment of funds until EDD has filed all reports required under this Agreement.

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

2. 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 does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

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.

3. California Prompt Payment Clause

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

Contract Name: Mendocino County
Term of Contract: 7/1/19 - 6/30/20
EDD Branch: WSB

EDD Contract: M0112890
Project Code: 382
Page: 1 of 1

Attachment B-1
Budget Detail Sheet
SFY 2019-20*

PERSONAL SERVICES & PERSONNEL BENEFITS (PS & PB)

<u>Classification</u>	<u>Annual Salary¹</u>	<u>Contract Hours</u>	<u>PYs</u>	<u>Total Costs</u>
Employment Program Representative	\$61,584	1,043.5	0.61	\$37,566
Sub-Total		1,043.5	0.61 (A)	\$37,566 (B)
Personnel Benefits (59.80% of (B))				<u>\$22,464</u>
TOTAL PS & PB				<u>\$60,030</u>

OPERATING EXPENSES & EQUIPMENT (OE&E)

Allocated OE&E ((A) multiplied by \$11,555 per PY)		<u>\$7,049</u>	
Direct OE&E			
<u>Expense Type</u>	<u>Est. Cost</u>		
Total Direct OE&E		<u>\$0.00</u>	
TOTAL OE&E			<u>\$7,049</u>
Administrative Staff and Technical (AS&T) ((A) multiplied by \$13,002 per PY)			<u>\$7,931</u>
CONTRACT TOTAL			<u>\$75,010</u>

* Rates may be subject to change.

¹ Includes the 3.5% General Salary Increase effective July 1, 2019.

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 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)

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.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekkie Emery
Bekkie Emery, HHSA Assistant Director/
Social Services Director

Date: 4/8/19

Budgeted: ☒ Yes ☐ No

Budget Unit: 5010

Line Item: 86-3138

Org/Object Code: SSJSCON

Grant: ☐ Yes ☒ No

Grant No.:

COUNTY OF MENDOCINO

By: Carre Brown
CARRE BROWN, Chair
BOARD OF SUPERVISORS

Date: JUL 10 2019

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Karla VantHagen
Deputy
JUL 10 2019

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: Karla VantHagen
Deputy
JUL 10 2019

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 4/22/19

CONTRACTOR/COMPANY NAME

By: see STB 213
Andrea Clayton, Chief, Contracts Section

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

Employment Development Department

722 Capitol Mall, MIC 62-C

Sacramento, CA 95814

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

By: Charlotte Scott
Deputy

Date: 4/9/19

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Darcie Antle
Deputy CEO

Date: 4/22/19

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

Exception to Bid Process Required/Completed ☒

Exempt Pursuant to MCC Section: State Contract