

County of Santa Cruz

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 950604073 (831) 454-2600 FAX: (831) 454-2411 TDD: (831) 454-2123 DANIA TORRES WONG, DIRECTOR

February 29, 2000

Agenda: March 7, 2000

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, CA 95060

RECRUITMENT AND EXAMINATION ACTIVITIES

Dear Members of the Board:

As you are aware, as a result of the economy and low unemployment rate, employers throughout the country are experiencing difficulty in recruiting qualified candidate pools for vacancies. This is true in both the public and private sectors. Some companies are so desperate to fill positions that they are offering new cars, pet cleaning services, free meals and signing incentives equaling thousands of dollars.

This County generally is also experiencing difficulty in filling vacancies due to weak candidate pools. This situation is exacerbated by the increase in retirements. Since the beginning of the fiscal year, the County has carried over 200 vacancies.

Additionally, the Personnel Department is continuing to have great difficulty in recruiting for information technology positions through traditional recruitment means over the last eighteen months. There are currently eighteen information technology vacancies throughout the County which have had considerable effect on various projects. For example, there are delays in the implementation of programs and/or upgrades in the District Attorney's Office, Health Services Agency and the Sheriff's Department due to lack of staffing.

Also, the Information Services Department is operating at 50% staffing levels for network server support. This has caused delays in the implementation of the exchange messaging system, the migration of communication protocols to improve the reliability and manageability of the County's network, and the department's plan to move forward with a growing network-based computing platform that will support new network-based applications, including intranet and internet services. Departments Countywide are experiencing delays on critical projects as the Information Services Department is unable to respond due to these vacancies.



Board of Supervisors February 29, 2000 Page 2

The County has spent considerable time and monies over the last eighteen months recruiting in the traditional public sector with few results. Other counties experiencing the same shortages have hired recruitment firms specializing in recruitment of information technology positions. The firm Avery & Associates has a specialized information technology recruitment section which is managed by Mary Fewel. Ms. Fewel has over nine years of experience in the information technology field. The firm has conducted information technology director/staff recruitments for the County of Santa Clara, County of Alameda, City of Santa Cruz, City of West Hollywood, NEC and National Semiconductor. Staff recommends that your Board approve a contract with Avery & Associates to commence on March 10, 2000 for no more than \$5,000.00 for each position filled, up to a maximum of \$90,000.00.

Funds are available in the Information Services Department, Health Services Agency and the District Attorney's Office, as a result of salary savings, to cover the cost of this contract. Attached is a resolution accepting unanticipated revenues in the amount of \$60,000.00 from the Information Services Department and the transfer of funds (AUD74) transferring revenue from the Health Services Agency of \$25,000.00 and the District Attorney of \$5,000.00.

On a national level, law enforcement vacancies are at an all-time high. The problem has been dubbed "the cop crunch" in a November 1999 article in *The Governing Magazine of States and Localities*. According to the article, from 1996-1998, there were 39% less applications received by the California Highway Patrol.

The article cited reasons such as the availability of other upwardly mobile positions, the lack of interest by today's generation in working in a paramilitary organization and an increase in private security businesses for the reduction of applicants. Unfortunately, the County is experiencing the same phenomenon. There are currently eleven vacancies in the Detention Bureau and eight in the Deputy Sheriff Bureau.

The CAO, Personnel and the Sheriff's Department recently discussed expediting the recruitment, examination and new employee processing for several classifications to enable the Sheriff's Department to fill vacancies quicker. As recognized by the aforementioned article, one barrier to recruitment of qualified candidates is the length of the recruitment process which typically takes 60-90 days. Additionally, new employee processing for all Countywide positions has been delayed, because employee processing and pre-employment physicals are only scheduled twice a week. This is due to the Personnel Department having only two Personnel Clerks who handle over 13,000 computer keying transactions related to payroll, benefits, and class service history annually in addition to maintaining and updating all employee files and all employee processing. Thus, as a result of the increased number of hires and inadequate staffing to handle the increased workload, departments must sometimes wait for a week or two to schedule processing of new employees.

Another difficulty in meeting the County's recruitment needs is that the recruitment and examination division is currently staffed by three Analysts, two Technicians and one .8 Personnel Clerk to handle recruitment and selection activities for seventeen County departments in addition to all Countywide classification recruitments and bilingual testing. The division had a full-time recruiter position that was eliminated several years ago due to budget constraints. The division staffing is currently inadequate to respond to current department recruitment demands. The Personnel Department would like to offer on-thespot written examinations to interested law enforcement candidates and other harder-torecruit positions. In order to do so, staff recommends additional staffing of a limited-term Personnel Technician and an increase of a .8 FTE to a 1FTE Personnel Clerk position in the recruitment and examination division. Also, several departments requested the Personnel Department provide daily new employee processing. In order to do so, staff recommends that a limited-term Personnel Clerk be allocated to provide this capability. The cost of these recommendations for the last three months of the fiscal year is \$23,407.00. Funds are available in the Personnel budget due to salary savings from vacancies to cover the cost through this fiscal year.

Therefore, given the number of vacancies, the increase in demand for recruitments, the need for specialized information technology recruitments and department demands for daily employee processing, staff recommends that your Board:

- 1. Approve a two-year limited-term Personnel Clerk in the Employee Relations Division to conduct daily employee and benefits processing for all County departments;
- 2. Approve a two-year limited-term Personnel Technician to conduct on-the-spot written examinations for hard-to-recruit classifications in the Employee Relations Division;
- 3. Increase a .8 FTE Personnel Clerk in the Employee Services Division to 1 FTE;
- 4. Approve the attached contract with Bill Avery & Associates to fill eighteen information technology positions Countywide. Commencing on March 10, 2000 in the amount of \$5,000.00 per position filled up to a maximum of \$90,000.00 and authorize the Personnel Director to sign the contract;
- 5. Approve the attached resolution accepting unanticipated revenue in the amount of \$60,000.00 from the Information Services Department; and
- 6. Approve the transfer of funds (AUD74) within the General Fund and the Internal Service Fund.

Very truly yours,

Dania Torres Wong Personnel Director RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

cc: Ken Wedderburn, Information Services; Rama Khalsa, Health Services; Ron Ruiz, District Attorney; Mark Tracy, Sheriff



BEFORE THE BOARD OF SUPERVISORS OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No.

	On	the motion of Sup	ervisor	
	dul	y seconded by Sup	ervisor	
	the	following resolution	on is adopted:	
	RESOLUTIO	ON ACCEPTING I	UNANTICIPATED REVENUE	
Whereas,	the County of Santa	a Cruz is a recipient	t of funds from Information Se	<u>rvices Depart</u> men
			el Department/recruitment rmation technology positions	
VHEREA	S, the County is re	cipient of funds in	the amount of \$ 60,000	which are
	excess of those anti the County; and	cipated or are not	specifically set forth in the cur	rent fiscal year
VHEREA	S, pursuant to Gov	vernment Code Sec	tion 29130(c) / 29064(b), suc	h funds mav be
	´ =		ur-fifths vote of the Board of So	·
JOW. TH	HEREFORE, BE 1	T RESOLVED A	ND ORDERED that the Santa	Cruz County
	•		t of \$ 60,000	•
	•	ersonnel Departm		
•		Revenue		
TIC	Index Number	Subobiect Number	Account Name	Amount
001	513000	2047	Other charges current services	\$60,000
and that s	such funds be and	are hereby appropi	riated as follows:	
T/C	Index Number	Expenditure Subobiect Number	PRJ/UCD Account Name	Amount
021	513000	3665	Prof & Spec Svc	s \$60,000
			the fiscal provisions have been d within the current fiscal year.	researched and
1	mire Dorn Wo	4	Date 1-14-20	000
v /S	10 1.0	Z X	Date - 1	
Dania	Torres Wong De	partment Head	Date	



COUNTY A	ADMINISTRATIVE OFFICI	ER / / / Recommended to Board
		/ Not recommended to Board
California,		of Supervisors of the County of Santa Cruz, State of, 19 by the following val):
AYES:	SUPERVISORS	
NOES:	SUPERVISORS	
ABSENT:	SUPERVISORS	
		Chairperson of the Board
ATTEST:		
Clerk of the	e Board	
	DAS TO FORM: Oberlehman FR unsel (2/14/97	APPROVED AS TO ACCOUNTING DETAIL: Rould July 2/24/00 Auditor-Controller
Cour Cour	ion: itor-Controller nty Counsel nty Administrative Officer inating Department	
AUD60 (REV	12/97)	

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Personnel Department AUD74 Attachment Fiscal Year 99-00

0248

GENERAL FUND TRANSFERS:

Transfer	T/C	Dept.	Index	Subobject	Account Name	Amount
То	021	HSA	360112	3653	Personnel Services	\$25000.00
From	022	HSA	360112	3100	Regular Pay-Perm.	18,134.00
From	022	HSA	360112	3150	OASDI-Soc.Security	1,387.00
From	022	HSA	360112	3155	PERS	2,287.00
From	022	HSA	360112	3160	EE Insurance	3,192.00
To	021	DA	271100	3653	Personnel Services	5,000.00
From	022	DA	271100	3100	Regular Pay-Perm.	5,000.00
To	021	Personnel	513000	3665	Professional Services	30,000.00
From	022	Personnel	513000	9225	Intra-Fund Trf-Other	30,000.00
						,

INTERNAL SERVICE FUND TRANSFERS:

To	021	Info.Serv. 424000	3653	Personnel Services	60,000.00
From	022	info.Serv. 424000	3100	Regular Pay-Perm.	60,000.00



COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO:	Board of Supervisors County Administrative Officer County Counsel Auditor-Controller		FROM:		Department (Signatu	1re) 2-2418	(Dept
The	Board of Supervisors is hereby requ	uested to approve the a					
1.	Said agreement is between the				Los Gatos, CA		
2.	The agreement will providespeci	alized recruitmen	t search				
3.	The agreement is needed.	e the Count y cann	ot provid	e these ser	vices		
	Period of the agreement is from90,000	March 10,2000		to	June 30,2001		
	Anticipated cost is \$ Remarks: See Transfers of 1	Funds: ISD 4240	000/3100-		A 360112/310	, ,	
7.	Appropriations are budgeted in	13000 PRIATIONS ARE INS	UFFICIENT,	ATTACH COM	(\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	3665 AUD-74	_(Subobjec
Αp	propriations are not available and he	will be encumbered.	G		DN, Auditor, Cont	roller	Deput
Pr	oposal reviewed and approved. It is i			ervisors approvene on behalf of		nd authorize the	е
_	emarks: greement approved as to form. Date		ncy). Ву	Cou	nty Administrative	Officer Date 3/	1/00
Dis	stribution: Bd. of Supv White Auditor-Controller - Blue County Counsel - Green - Co. Admin. Officer - Canary Auditor-Controller - Pink Originatina Dent Goldenrod 'To (rejected.	State of California County of Santa Cruz _ I State of California, do h said Board of Superviso In the minutes of said E	nereby certify ors as recommo	that the foregoing	request for approval ty Administrative Of	of agreement was	approved by duly entered

ADM - 29 (6/95)

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 10th day of March, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and William Avery & Associates, hereinafter called CONTRACTOR. The parties agree as follows:

1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result:

See Attachment A for List of Duties.

- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

 \$ 4,500 and expenses up to \$500 per position filled up to a maximum of \$90,000.
 - 3. **TERM** The term of this contract shall be:

The Contract will commence on March 10, 2000 and will be continuous until terminate by either party.

- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES</u>, <u>TAXES AND CONTRIBUTIONS</u>. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this



Agreement (including, without limitation, unemployment insurance, social 9251 security and payroll tax withholding).

6. <u>INSURANCE.</u> CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here

	(4) Profession	al Liability	Insurance	in the minim	num amount
of \$	com	bined şingle `	limit. Th	is insurance	coverage
shall not be r	equired if both ling here /	the/CONTRACTO	OR AND COU	MTY acknowle	dge to this
fact by initia	ling here /				

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years

⁽²⁾ Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here.

⁽³⁾ Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Dania Torres Wong, Personnel Director County of Santa Cruz 701 Ocean Street Room 310 Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Dania Torres Wong, Personnel Director County of Santa Cruz 701 Ocean Street Room 310 Santa Cruz, CA 95060

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job



duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprentice-ship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.
 - (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
 - (3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - 8. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control

the manner and means of accomplishing the result contracted for herein.



0254

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

- 9. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.
- 10. <u>RETENTION AND AUDIT OF RECORDS.</u> CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
 - 12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A - Duties of Contractor Attachment B - General Liability Insurance Waiver



and year first above written.

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By:

By:

Address: 3½ N. Santa Cruz Ave.
Suite A
Los Gatos, CA 95030

Telephone: (408) 399-4424

2. APPROVED AS TO INSURANCE:
By:

Risk Management

3. APPROVED AS TO FORM:
By:

County County Administrative Office

Auditor-Controller County Counsel Risk Management Contractor

FMTICA

IN WITNESS WHEREOF, the parties hereto have set their hands the day

ATTACHMENT A

Duties of Consultant

Consultant will perform the following duties for specialized recruitment searches for Information Technology positions for various County departments including Information Services, Health Services Agency and the District Attorney's Office.

Work to be performed by Consultant will include:

- Advertise/Search Consultant will advise County on the development and placement of appropriate advertisements and brochures for each position
- Outreach Consultant will seek out and recruit qualified candidates for each position
- Screening Consultant will accept applications and will conduct preliminary screening to eliminate candidates who do not possess minimum required qualifications. Consultant will work with County to provide a recommended list of finalists for each position. In performing the screening, Consultant will utilize a combination of the following techniques:
 - a. Reference checks
 - b. Supplemental questionnaires
 - c. Interviews
 - d. Review of work samples, etc.
- Notification Consultant will notify all unsuccessful candidates.
- Personnel All work on this assignment will be performed by Bill Avery, Mary Fewel or Paul Kimura of William Avery & Associates.

Duties of County

County shall cooperate with Consultant in the performance of this agreement as follows:

- Provide all information reasonable accessible to the County which may be helpful to Consultant in the performance of services.
- Make staff available for interviews/consultation.
- Provide clerical and stenographic assistance as Consultant may reasonable require onsite.
- Provide suitable location where interviews may be conducted.



COUNTY OF SANTA CRUZ

REQUEST FOR TRANSFER OR REVISION OF BUDGET APPROPRIATIONS AND/OR FUNDS

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