



# County of Santa Cruz

0046

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## PERSONNEL DEPARTMENT

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701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 950604073

(631) 454-2600 FAX: (931) 464-2411 TDD: (931) 4543123

DANIA TORRES WONG, DIRECTOR

January 3, 2001

Agenda: January 9, 2001

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

### **Augmentation to Appropriations for Temporary Employment Services**

Dear Members of the Board:

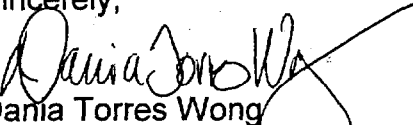
As your Board is aware, the County's Personnel Department, through its Employment Services Division, is responsible for the recruitment and hiring of staff. As your Board **learned** at budget hearings, our efforts are currently conducted in a challenging labor market. Our recruitment efforts for professional staff, such as law enforcement personnel, nurses, planners, technical staff, and accountants have been particularly impacted.

Our office employs a number of strategies to deal with labor market pressures. For example, to shorten the turn-around time required to process applicants for law enforcement positions, we implemented over-the-counter testing. To address a tight market for technology workers, the County has instituted a comprehensive training program in the Information Services Department to "home-grow" technology expertise. Our office also uses temporary employment agencies in the short term to assist departments who have immediate needs. The costs for temporary employment services are centralized in the Personnel Department, and are billed back to the individual departments who require these services.

At this time, our fund for these services requires augmentation. It is estimated that County departments will require approximately \$50,000 in temporary employment services through the remainder of fiscal year 2000-2001. Funds are available from departmental salary savings to assume these additional costs, and costs will only be incurred as required by County departments.

It is therefore RECOMMENDED that your Board approve the attached resolution, increasing appropriations in professional services by \$50,000, offset by Intrafund Transfers.

Sincerely,

  
Dania Torres Wong  
Personnel Director-u

RECOMMENDED:

  
SUSAN A. MAURIELLO  
County Administrative Officer

Attachment

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**COUNTY OF SANTA CRUZ**  
REQUEST FOR TRANSFER OR REVISION  
OF BUDGET APPROPRIATIONS AND/OR FUNDS

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Department: Personnel Department

Date: 1/3/01

TO: Board of Supervisors / County Administrative Officer / District **Board**

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 192001

| AUDITORS USE ONLY |              |     |          |
|-------------------|--------------|-----|----------|
| DOCUMENT #        | AMOUNT       | L/N | T/C HASH |
| JE 6              | 1,000,000.00 | 02  |          |

| BATCH # |           |
|---------|-----------|
| DATE    | Keyed By: |

| TRANSFER | T/C   | INDEX       | SUBJECT | USER CODE | AMOUNT |            | ACCOUNT DESCRIPTION *    |
|----------|-------|-------------|---------|-----------|--------|------------|--------------------------|
|          | 0,2,1 | 5,1,3,0,0,0 | 3,6,6,5 |           | 5      | 0,0,0,0,10 | Prof Services            |
|          |       |             |         |           |        |            |                          |
|          |       |             |         |           |        |            |                          |
|          |       |             |         |           |        |            |                          |
|          | 0,2,2 | 5,1,3,0,0,0 | 9,2,2,5 |           | 5      | 0,0,0,0,0  | Intra Fund Transfers Oth |
|          |       |             |         |           |        |            |                          |
|          |       |             |         |           |        |            |                          |

Explanation:

To augment professional services/temporary employment, offset by Intra Fund Transfers, Other

Name: Dania Torres Wong

Title: Personnel Director

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above

Auditor-Controller, by Barry G. Kruttschnitt, Deputy Date 1/4/2001

County Administrative Officer's Action: ☒ Recommended to Board ☒ Approved ☐ Not Recommended or Approve

County Administrative Officer [Signature] Date 1/3/01

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
County of Santa Cruz } ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
duly entered in the minutes of said Board on

\_\_\_\_\_, 19\_\_\_\_, BY \_\_\_\_\_, Deputy Clerk

A-C\*19c: # - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.  
White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy  
Yellow-Auditor-Controller Pink-Originating Department

| A-C Review |  |  |
|------------|--|--|
|            |  |  |

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors  
 Courty Administrative Officer  
 Cour ty Counsel  
 Auditor-Controller

FROM: Personnel Department (Dept.)  
*Daniel Jansky* (Signature) (Date)

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

1. Said agreement is between the County of Santa Cruz Personnel Department (Agency)  
Manpower, Inc./California Peninsula, 3180 Newberry Drive, San Jose, CA 95118 (Name & Address)  
 and,,
2. The cgreement will provide placement of staff on a temporary basis.
3. The cgreement is needed. because the County cannot provide these services.
4. Period of the agreement is from March 6, 2001 to until terminated by either party
5. Anticipated cost is \$ 35,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remcrks: \_\_\_\_\_
7. Appropriations are budgeted in 513000 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations -available and have been encumbered. Contract No. C002359 Date 2/27/01  
 are not will be

(Supersedes PO 32175)  
 GARY A. KNUTSON, Auditor - Controller  
 By P. Silbaugh Deputy.

Proposa! reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
 \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

\_\_\_\_\_ (Agency).

Remarks: \_\_\_\_\_ County Administrative Officer  
 By ajp Date 2/27/01

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
 Bd. of Supv. - White  
 Auditor-Controller - Blue  
 County Counsel - Green \*  
 Co. Admin. Officer - Canary  
 Auditor-Controller - Pink  
 Originating Dept. - Goldenrod  
 \*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
 County of Santa Cruz ) ss  
 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 Officer by an order duly entered  
 in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
 \_\_\_\_\_ 19 \_\_\_\_\_ BY \_\_\_\_\_ Deputy Clerk

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

**MANPOWER, INC./California Peninsula**  
**SERVICE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2001, by and between **Manpower, Inc./California Peninsula**, with its principal place of business located at 3180 Newberry Drive, San Jose, California 95118 (hereinafter referred to as "Contractor"), and the **County of Santa Cruz**, with its principal place of business located at 701 Ocean Street, Room 3 10, Santa Cruz, California 95060 (hereinafter referred to as "Customer").

(1) **Jab Description.** Contractor agrees to assign its employees to Customer in order to perform the work described in Exhibit A.

(2) **Services.**

In addition to performing the work described in Exhibit A, Contractor agrees to recruit, interview, select and hire applicants who, in Contractor's judgment, are best qualified to perform the type of work described in Exhibit A. As the employer, Contractor will: (i) verify employees' work authorization, under U.S. government regulations, (ii) maintain all necessary personnel and payroll records for its employees assigned to Customer; (iii) compute their wages and withhold applicable Federal, State and local taxes and Federal Social Security payments; (iv) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments; (v) pay net wages and fringe benefits if **any, directly to** its employees; (vi) provide for liability, fidelity and Workers' Compensation insurance coverage; and (vii) at the request of Customer for any valid legal reason, remove any of its employees assigned to Customer; provided, that this arrangement shall in no way affect the right of Contractor, in its sole discretion as employer, to hire, assign, reassign and/or terminate its own employees.

(3) **Customer's Obligations.**

(a) Customer agrees to provide Contractor employees assigned to it with all necessary supervision and a suitable place of work **which shall** comply with all applicable Federal, State and local health and safety laws. Customer agrees to maintain an Injury and Illness Prevention Program, which includes providing a **safe** and healthy work environment for Contractor employees and abating any unsafe working conditions in a reasonable and timely manner. Customer agrees to include Contractor employees in any safety process or program Customer is required to implement due to the nature of its operations and hazards associated with those operations, and in which Contractor employees are, or have the potential to be exposed. Customer agrees to provide Contractor employees assigned to it site specific safety and health training and instructions applicable to its work environment and operations, or hazards specific to

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County Of Santa Cruz Service Agreement

performing the work described in Exhibit A, prior to Contractor's employee commencing assignment. In the event the work described on Exhibit A requires the use of any personal safety equipment, Customer agrees to be responsible for providing, purchasing, and for the training in the use of such equipment by Contractor's employees. Contractor employees are only authorized to engage in those job activities expressly stated or described in the initial work order. Customer further agrees that it will not ask or allow Contractor employees to perform duties outside those for which the employee was originally assigned without first obtaining permission from Contractor.

- (b) Customer agrees to sign the timeslips presented to it by Contractor employees in order to record compensable **working time** of such Contractor employees, and to designate a member of its staff who will be authorized to sign such timeslips on behalf of Customer. In the event the Customer's authorized **representative** is unavailable to sign the **timeslips**, it is agreed that Contractor is appointed as an agent of Customer for the sole purpose of signing such timeslips on behalf of the Customer for the Contractor employees assigned thereunder, and such signed **timeslips** will be conclusive as to the number of compensable **hours worked by** each Contractor **employee** for that workweek.

#### (4) Compensation.

In consideration of Contractor's performance **hereunder**, Customer agrees to pay Contractor at the markup set forth on Exhibit A. Contractor will invoice **Customer** weekly at the address set forth above, and such invoices shall be payable by Customer upon receipt. Contractor's timeslips signed **by** Customer will be conclusive as to the number of compensable hours worked by each Contractor employee assigned to Customer for that workweek. The billing rate(s) set forth on Exhibit A includes employee wages, the payroll burden costs referred to in Paragraph (2) above, and gross profit. Any additional payroll costs, such as employer contributions to health, welfare and pension funds, required to be made by Contractor as the employer will be billed to **Customer at cost**. It is mutually agreed that if, at any time during the term of this Agreement, Contractor is required to increase such wage and/or payroll burden costs as the direct result of any determination, order or action by any **applicable** Federal, State or local governmental authority, collective bargaining unit or third-party insurer, Customer shall reimburse Contractor at cost for any such increases. Where applicable, Customer will pay any State or local sales tax.

- (5) **Employee Overtime.** It is mutually understood that the rates referred to in Paragraph (4) do not contemplate non-exempt **Contractor** employees working overtime. Contractor will comply with applicable State and Federal Wage and Hours Laws, and overtime will be paid pursuant to **applicable** State and Federal law. Customer will be billed in conformance with such payments by Contractor. Such additional hours, if any, shall be performed only at the specific request of Customer, and shall be evidenced by timeslips referred to in Paragraph (3) above.

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

**(6) Workers' Compensation and Liability Insurance.**

- (a) Contractor has procured, and will maintain in effect **throughout the life of this** agreement, **Workers' Compensation** insurance in full limits as **required** by statute covering Contractor employees assigned to Customer hereunder.
- (b) Contractor has procured, and will maintain **in** effect throughout the life of this Agreement a Fidelity Bond policy **in** the amount of **\$1,000,000**, **and a** Liability and Property Damage policy in the amount of **\$20,000,000**.
- (c) It is mutually understood and agreed that the above insurance does not cover bodily injury, physical loss or property damage caused by a Contractor **employee** operating any motor vehicle in furtherance of Customer's business and while within the scope of employment, and that Customer will accept full responsibility for bodily injury, property damage, fire, ~~theft~~, loss, collision or public liability damage claims which may result from or be caused by a Contractor employee driving a motor vehicle under such **circumstances**.
- (d) It is further **understood** and agreed that Customer will not permit **any** Contractor employees to operate any motor vehicle in the performance of their duties hereunder without first obtaining Contractor's prior **written** consent.
- (e) Contractor's prior written consent **will** also be obtained by Customer **in the event any** Contractor employee is to handle cash, negotiable securities and instruments or **other** valuables **in** the performance of their duties hereunder; however, **Contractor will** not be responsible in any event for ~~such~~ fidelity claims unless such claims are reported to it in writing within thirty (30) days **after** occurrence.

**(7) Legal Compliance and Indemnity.**

- (a) In its performance of this Agreement, Contractor will comply with all applicable Federal, State, and local laws, including, but not limited to, the provisions of the Equal Employment **Opportunity** Act and the Fair **Labor** Standards Act, and will indemnify and hold Customer harmless from and against any claims, demands, suits, losses, damages, costs and expenses arising **out** of any non-compliance violation or alleged non-compliance violation by Contractor of any such laws. In addition, Contractor **will** indemnify and hold Customer harmless from and against any **and** all liabilities, claims, demands, suits, losses, **damages, costs** and expenses for bodily injury to or death of any person (**other than** officers and employees of Contractor), or damage to or destruction **of** any property, directly caused by **any** non-professional negligent act **or omission on the** part of Contractor, its **officers** or employees, except for any such liabilities, claims,

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

suits, losses, damages, costs and expenses resulting from any negligent act or omission on the part of Customer, its officers, employees or agents.

- (b) In its performance of this Agreement, **Customer** will comply with all applicable Federal, State and **local** laws including, but not limited to, the provisions of the Equal Employment Opportunity Act and the Occupational Safety and Health Act, and will indemnify and hold Contractor harmless from and against any claims, demands, suits, losses, damages, costs and **expenses** arising **out** of any non-compliance violation or alleged non-compliance violation by Customer of any such laws. **In** addition, **Customer** will indemnify and hold Contractor harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs and expenses for bodily injury to or death of any person, or damage to **or** destruction of any property, directly caused by any negligent act or omission on the **part** of Customer, its officers or employees, except for **any** such liabilities, claims, demands, suits, losses, damages, costs and expenses resulting from any non-professional negligent act or omission on the part of Contractor, its **officers**, employees or agents. Customer accepts total responsibility for the supervision, direction and control of the work and agrees to review and **approve** the final work product in accordance with professionally recognized standards. Customer further agrees that Manpower will not be **responsible** for any liabilities, claims, demands, suits, losses, damages, costs and expenses which may arise or be **caused by** the professional act(s) or omission(s) of its employees while on assignment to **Customer**.
- (c) The parties mutually agree to waive any responsibility for special, **indirect**, and consequential damages.
- (8) **Permits and Licenses.** Contractor will maintain in effect during the term of this Agreement **all licenses** and permits as may be required in order to engage in Contractor's business as a staffing **service**. Customer will maintain in effect during the term of this Agreement any anti all Federal, State and/or local **licenses** and permits as may be required by **applicable** authorities in order to engage in Customer's business.
- (9) Force **Majeure.** Contractor shall not **be** responsible for failure or delay in assigning its employees to Customer hereunder if such failure or delay is due to labor disputes and strikes, fire, riots, war, acts **of God** or any other causes beyond the control **of** Contractor.
- (10) **Labor Organizations.** Under no circumstance will Customer enter any agreement or understanding with any union organization affecting any Contractor employee assigned to Customer hereunder. In the event Contractor enters into **any** collective bargaining agreement (with customer's concurrence) covering Contractor employees assigned to **Customer**, it is understood and agreed that Contractor shall have sole control and



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Manpower, Inc./California Peninsula  
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responsibility for and will be sole signatory under and connected with all such labor negotiations, grievances, collective bargaining agreements and related labor matters. Customer agrees not to violate the terms of any collective bargaining agreement which Contractor may sign with respect to employees furnished hereunder. Customer agrees to indemnify Contractor for any payments Contractor may be required to make to such employees for services not actually performed as a result of any determination or settlement of a claim arising out of any collective bargaining agreement Contractor may have covering such employees, or any action instituted by a governmental agency relative to such employees.

- (11) **Assignment.** Neither Contractor nor Customer may assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement shall be binding upon the parties hereto, their successors, heirs and assigns, as permitted.
- (12) **Conversion Procedures.** Contractor's clerical and industrial division employees may be converted by Customer after ninety (90) days of employment. Contractor's technical division employees may be converted by Customer after one hundred eighty (180) days of employment. Customer agrees to pay a conversion fee if Customer hires Contractor's employee prior to the above stated period. Such conversion fee shall be calculated at twenty percent (20%) of said employee's annual salary and shall be payable to Contractor upon receipt of invoice by Customer. Contractor must be notified prior to conversion.
- (13) **Contractor's Employees.** Customer agrees that all current, existing, and future employees sent by Contractor to Customer are employees of Contractor and are not employees of Customer, except as determined by State and Federal law. Customer agrees not to take any action either directly or indirectly to cause Contractor employees to quit Contractor and join any other temporary agency or staffing service provider in order to continue working at Customer.
- (14) **Solicitation of Employees.** During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, both Contractor and Customer agree not to solicit or attempt to solicit for employment any regular employee of the other party of this Agreement.
- (15) **Independent Contractor.** In its performance of this Agreement, Contractor shall at all times act in its own capacity and right as an independent contractor, and nothing contained herein shall be construed to make Contractor an agent or partner of Customer.

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

(16) **Term.**

(a) The term of this Agreement shall commence as of the date first shown **above** and shall continue in effect thereafter until canceled by either party upon **not** less than thirty (30) days' prior written notice to the other. Such notice shall be deemed to **be given when** mailed by **certified** Mail, postage prepaid, to the respective addresses as shown on the first page of this Agreement. Contractor reserves the **right**, however, to terminate this Agreement upon not less **than thirty** (30) days' prior notice in the event **of** non-payment of any Contractor invoice received by Customer under Paragraph (4) above.

(b) All Contractor **employees** provided by Contractor who are working at any Customer facility on the **effective** date of termination of this Agreement may, with prior **written** approval by Contractor, continue **such** work throughout the term of the applicable assignment and any extensions thereto. During this period, all terms and conditions **and** job **classifications** of this Agreement current **at** the time of termination shall continue to apply to such Contractor employees. All employees of Contractor, Customer agrees, shall remain employees **of** Contractor during and after the termination of this **Agreement**, except as provided for under **Paragraph** (12) above.

- (17) **Communications.** All contractual notices must be in writing, must reference this agreement, and shall **be** marked and transmitted as shown below.

Attention; Kim Burgstrom  
Contracts and Insurance Manager  
Manpower, Inc./California Peninsula  
3180 Newberry Drive  
San Jose, California 95118

Attention: Liz Morrison  
Principal Personnel Analyst  
County of **Santa Cruz**, Personnel  
**70** 1 Ocean Street, Room 310  
Santa Cruz, California **95060**

- (18) **Non-Waiver.** The waiver of any term, condition, or provision of this **Agreement** by Customer or Contractor must be **in** writing. No such waiver shall be **construed as a** waiver of any other term, condition, or provision **except** as provided in writing, nor as a waiver of any subsequent breach of the **same** term, **condition**, or provision.
- (19) **Attorney Fees.** In the **event that** any action is brought by either party **hereto** as a result of a breach or default in any provision of this Agreement, the prevailing party shall be entitled to recover its costs **and** expenses (including reasonable attorney fees) incurred in connection therewith.
- (20) **Governing Law.** This **Agreement** shall be interpreted and governed in all respects **by** the laws of the State of California and venue for any action shall be the County of Santa Clara. If any part of this Agreement is found to be **illegal** or unenforceable, **the** remainder of the Agreement will still be valid.

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

- (21) **Entirety.** This document shall be the **entire** understanding and agreement **between the** parties with respect to the subject matter set forth herein, and **all** prior Agreements, understandings, covenants, promises, **warranties** and representations, oral **or** written, express or implied, not **incorporated** herein are superseded hereby. This Agreement may not be amended, **modified**, altered, supplemented **or** changed in any way **except** in writing, signed by the parties and attached **hereto as an amendment**.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by **their** respective duly authorized signing officers as of the day and year shown above.

Witness:

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Manpower, Inc./California Peninsula

By: 

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Printed Name: 

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Title: 

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Witness:

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County of Santa Cruz

By: 

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Printed Name: 

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Title: 

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Approved as to Insurance  
By Janet McKeown  
Risk Manager  
Date 2-26-2001

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Manpower, Inc./California Peninsula  
County of Santa Cruz Service Agreement

## EXHIBIT A

The following bill rate ranges will apply to Contractor employees assigned to **Customer** under this Agreement:

**Classification****Bill Rate Range**

Clerical and Light Industrial Placements

**\$16.94 to \$25.42** per hour

Professional Placements

**\$25.42 to \$33.80** per hour

If **Customer** requires additional services, such as criminal background checks, drug screens, educational checks, DMV checks, etc., the **rates** for these services will be negotiated.