



COUNTY OF SANTA CRUZ

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 3 10, SANTA CRUZ, CA 95060-4073
(83 1) 454-2600 FAX: (831) 454-2411 TDD: (83 1) 454-2123
DANIA TORRES WONG, DIRECTOR

February 28, 2001

Agenda: March 6, 2001

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

AMEND AGREEMENT WITH MANPOWER, INCORPORATED

Dear Members of the Board:

On January 9, 2001, your Board approved an augmentation to appropriations for temporary employee services. (See Attachment 1.) The attached agreement with Manpower, Inc. is required in order to address needs for the remainder of the year.

It is therefore RECOMMENDED that your Board authorize the Personnel Director to execute the attached amended service agreement contract with Manpower, incorporated in the amount of \$35,000.

Very truly yours,

RECOMMENDED:



Dania Torres Wong
Personnel Director



SUSAN A. MAURIELLO
County Administrative Officer

Attachment: ADM-29 Manpower, Incorporated Service Agreement Contract

cc: County Administrative Office; Auditor-Controller, Fiscal; General Services

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Personnel Department (Dept.)
Dennis James W... (Signature) _____ (Date)

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

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

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

Appropriations - available and have been encumbered. Contract No. Co02359 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).
County Administrative Officer

Remarks: _____ (Analyst)
By [Signature] Date 2/27/01

Agreement approved as to form. Date _____

- Distribut on:
- 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.

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State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the C 3 Cruz,
Slate of California, do hereby certify that the foregoing request for approval of agreeen ured 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



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 3 180 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) **Job 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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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.



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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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
County of Santa Cruz Service Agreement

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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(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
3 180 **Newberry** Drive
San lose, California 95 118

Attention: **Liz** Morrison
Principal Personnel Analyst
County of Santa Cruz, Personnel
70 1 Ocean Street, Room 3 10
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 Pees.** 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** if 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:

Manpower, Inc./California Peninsula

By: _____

Printed Name: _____

Title: _____

Witness:

County of Santa Cruz

By: _____

Printed Name: _____

Title: _____

Approved as to insurance
By Janet McKinley
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
Professional Placements

\$16.94 to \$25.42 per hour
\$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.



County of Santa Cruz

PERSONNEL DEPARTMENT

701 OCEAN STREET, SUITE 310, SANTA CRUZ, CA 95060-4073

(831) 454-2600 FAX: (831) 454-2411 TDD: (831) 454-2123

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:

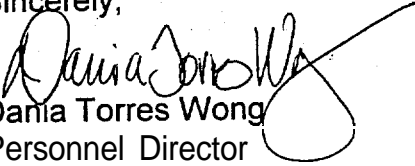
As your Board is aware, the County's Personnel Department, through its Employment Services Division, is responsible for the recruitment and hiring of staff. As your Board learned at budget hearings, our efforts are currently conducted in a challenging labor market. Our recruitment efforts for professional 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

RECOMMENDED:


SUSAN A. MAURIELLO
County Administrative Officer

Attachment

CAOSPh:\data\wp\cao\personnelaug.bos

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

0037

0048

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, ~~19~~ 2001

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 5	1,000,000.00	02	

BATCH #	
DATE	Keyed By:

T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
0,2,1	5,1,3,0,0,0	3,6,6,5		50 0,0,0,0,10	ProfServices.
0,2,2	5,1,3,0,0,0	9,2,2,5		50 0,0,0,0,0	Intra Fund Transfers Oth

Explanation: To augment professional services/temporary employment, offset by Intra Fund Transfers, bther

Name: Dania Torres Wong Title: Personnel Director

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

Audi-for-Controller, by [Signature], 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
 ss. County of Santa Cruz } 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. _____ # _____ - Budget Transfer

A-C Review **14**

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