

**INTERAGENCY AGREEMENT
(Agency Provides Service)**

Number:
Fund/Org:
Account #:
Other:

1. **Contract Identification.**

Department: Public Works

Subject: Interagency Agreement between Contra Costa County Public Works Department and Agency named below for Student Worker Program/Youth Development Services (YDS).

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agrees and promise as follows:

Agency: Contra Costa County Office of Education (hereinafter "Agency")

Capacity: A public agency

Address: 77 Santa Barbara Rd., Pleasant Hill, CA 94523

3. **Term.** The effective date of this Agreement is June 1, 2016 and it terminates on September 30, 2017 unless sooner terminated as provided herein.

4. **Payment Limit.** County's total payments to Agency under this Agreement shall not exceed \$100,000.00.

5. **County's Obligations.** County shall pay Agency for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Agency's Obligations.** Agency shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Youth Development Services/Work Site Agreement.

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 26227.

10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chairman/Designee	By: _____ Deputy

AGENCY

By: _____ (Signature of authorized Agency representative)	By: _____ (Signature of authorized Agency representative)
_____ (Print name and title A)	_____ (Print name and title B)

ACKNOWLEDGMENT/APPROVALS
(Purchase of Services - Long Form)

Number: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

)

COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

PAYMENT PROVISIONS
(Fee Basis Contracts - Long and Short Form)

Number _____

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- ☐ a. \$ _____ monthly, or
- ☐ b. \$ _____ per unit, as defined in the Service Plan, or
- ☐ c. \$ _____ after completion of all obligations and conditions herein.
- ☒ d. Other: As set forth in Section VI (Compensation) of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay County the full amount of County's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

Initials: _____
Contractor County Dept.

SERVICE PLAN OUTLINE
(Purchase of Services - Long Form)

Number

SERVICE PLAN

- I. SCOPE. Contra Costa County Office of Education (Agency/Sponsor), Youth Development Services (YDS) has established a program to recruit and place under-represented student workers (the "Participants") in the Contra Costa County (County) Public Works Department (Department) for summer job training. Agency and Department agree that YDS Participants must be 18 years' of age and must be a part- or full-time student in order to be eligible to work in the Department (Work Site).
- II. AGENCY RESPONSIBILITIES / SERVICES.
- A. Agency will recruit and train YDS Participants about basic work place etiquette.
- B. Upon request, Agency will provide Participants to Department for summer job training.
- C. Throughout the duration of the respective Participant's job training period, Agency agrees to:
- 1) Provide Workers Compensation Insurance;
 - 2) Verify student status/enrollment; and
 - 3) Provide/monitor any necessary work permits.
- D. Agency agrees to subsidize the County Standard Hourly Rate as defined in Section VI (Compensation) below.
- III. DEPARTMENT RESPONSIBILITIES.
- A. The Department will provide a list of vacancies that need to be filled to the Agency.
- B. The Department will interview and notify Agency of successful Participant candidates.
- C. The Department agrees train the Participants in agreed upon
- D. Department will provide supplemental training and assistance required to insure that participants acquire the skills, knowledge and ability to function satisfactorily as an employee in the Work Site's operation.
- IV. ADDITIONAL RESPONSIBILITIES.
- Agency and Department agree to abide by rules and intentions as outlined in the Youth Development Services Work Site Agreement (attached hereto and incorporated herein as "Appendix A").
- V. POINT OF CONTACT.

For County/Department:	Kelli Zenn	Administrative Services Officer	925-313-2108
For Agency/Sponsor:	Denise Clark	Youth Development Services Supervisor	510-778-1748

Initials: _____
Contractor County Dept.

VI. COMPENSATION.

County to pay Agency:

Division / Position	County Standard Hourly Rate (SHR)	SHR less \$10.00hr for Participant hours 1- 150	SHR for Participant hours 151 and above	Maximum Hours
FC Student Worker II	\$15.00	\$5.00	\$15.00	600 (15wks @40hrs wk)
FC Student Worker I	\$12.00	\$2.00	\$12.00	600
ES Student Worker I	\$14.00	\$4.00	\$14.00	600
Maintenance Student Worker I	\$17.00	\$7.00	\$17.00	600
Admin Student Worker	\$13.00	\$3.00	\$13.00	600

Initials: _____
 Contractor County Dept.