

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION

**1112 I Street, Suite #100
Sacramento, California 95814
(916) 874-6458**

June 6, 2007

TO: Sacramento Local Agency Formation Commission
FROM: Peter Brundage, Executive Officer
RE: Personal Services Agreement with Lynda Ives for Part-Time Clerical Support For FY 2007-08

RECOMMENDATION

Authorize your Executive Officer to sign the attached FY 2007-2008 Personal Services Agreement with Lynda Ives for clerical services in the amount not to exceed \$25,000.

DISCUSSION

Currently, LAFCo is employing part-time clerical services through Kelly Temporary Agency. LAFCo has utilized clerical support during the last several years. The clerical support averages approximately 20 hours per week. The base budget includes \$42,000 for part-time clerical support and student interns.

Lynda Ives is retired and only interested in working only approximately 20 hours per week. Lynda has completed the Service Provider Directory and is working the 2007 Calafco conference. In addition, Lynda provides assistance to the Commission Clerk on both routine work and special projects. Rather than continue the contract with Kelly Temporary Agency, I believe it would be in our best interest and in Lynda's best interest to contract directly with her under a Personal Services Agreement.

The hourly cost will actually be reduced by approximately \$3.00 per hour. Currently, we are paying Kelly about \$23.00 per hour: Lynda's rate is about \$13.00 per hour and Kelly charges about \$10.00 per hour. Under a Personal Services Agreement, I can pay Lynda \$20.00 per hour and eliminate the fee charged by Kelly. Also, Kelly does not charge a finders fee or termination fee to terminate their contract. Finally, I believe the \$20.00 per

our rate is comparable to similar agreements that exist in the County of Sacramento for this type of position.

The following hourly rates for full time employees are as follows:

Secretary	\$18.57 per hour
Confidential Secretary	19.76
Secretary of Board of Supervisors	26.31
Executive Secretary	23.00

Note: Part-time employees are not eligible for any benefits such as retirement, insurance etc. This is a significant cost savings that makes this a very beneficial arrangement.

Estimated Contract Amount

\$20 per hour x 20 hours per week = \$400 per week

\$400 per week x 50 weeks = \$20,000.

Total Hours: 1000 person hours per year.

I am proposing a contract amount of \$25,000. The actual amount is likely to be less, however, this additional amount will allow for a slight increase in hours if additional services are needed.

Future Contract Amendments will be required if actual costs exceed the budgeted amounts.

The contract is attached.

SACRAMENTO LOCAL AGENCY FORMATION COMMISSION



Peter Brundage
Executive Officer

PB
Attachment
(Lynda Ives 07-08 contract)

AGREEMENT

THIS AGREEMENT is made and entered into as of this 1st day of July, 2007, by and between SACRAMENTO LOCAL AGENCY FORMATION COMMISSION, hereinafter referred to as "LAFCo," and Lynda G. Ives, an individual, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, LAFCo requires temporary clerical support services to assist the Commission Clerk as well as the Executive Officer and the Assistant Executive Officer with both routine work and special projects.

WHEREAS, LAFCo and CONTRACTOR desire to enter into this Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, LAFCo and CONTRACTOR agree as follows:

I. SCOPE OF SERVICES

CONTRACTOR shall provide clerical support services for LAFCo. Such support shall include, but not be limited to the following functions and /or activities: responds to phone calls and referring them to a proper official or source, files documents, opens, screens and routes mail, makes meeting arrangements, and completes miscellaneous special projects.

II. TERM

This Agreement shall be effective and commence on July 1, 2007 and shall end on June 30, 2008.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto made or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO LAFCo

Executive Officer
Sacramento LAFCo
1112 I Street, Ste. 100
Sacramento, CA 95814

TO CONTRACTOR

Lynda G. Ives
2425 Curtis Way
Sacramento, CA 95818

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTIONS

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. STATUS OF CONTRACTOR

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of LAFCo as an independent contractor. Contractor hereby indemnifies and holds LAFCo harmless from any and all claims that may be made against LAFCo based upon any contention by any third party that an employer-employee relationship exists by reason of this agreement.
- B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of LAFCo as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.
- C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor, and LAFCo shall have no right or authority over such persons or the terms of such employment.
- D. Notwithstanding the Contractor's status as an independent contractor, LAFCo shall withhold from payments made to Contractor such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding LAFCo's liability under said laws and does not abrogate Contractor's status as an independent contractor as described in this contract. Further, Contractor is not included in any group covered by County's present agreement with the federal Social Security Administration.

VII. **CONTRACTOR INDEMNIFICATION**

CONTRACTOR shall provide LAFCo with the following information for the purpose of compliance with California Unemployment Insurance Code section 1088.8 and Sacramento County Code Chapter 2.160: CONTRACTOR'S name, address, telephone number, social security number, and whether dependent health insurance coverage is available to CONTRACTOR.

VIII. **COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CONTRACTOR'S failure to comply with state and federal child, family and spousal support reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CONTRACTOR'S failure to cure such default within 90 days of notice by LAFCo shall be grounds for termination of this agreement.

XIV. **BENEFITS WAIVER**

If CONTRACTOR is unincorporated, CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to receive the following benefits and/or compensation from LAFCo or the County of Sacramento: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees' Retirement System and/or any and all memoranda of understanding between Sacramento County or LAFCo and its employee organizations. Should CONTRACTOR or any employee or agent of CONTRACTOR seek to obtain such benefits from Sacramento County or LAFCo, CONTRACTOR agrees to indemnify and hold harmless Sacramento County and LAFCo from any and all claims that may be made against Sacramento County or LAFCo for such benefits.

X. **CONFLICT OF INTEREST**

CONTRACTOR and CONTRACTOR'S officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which would be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

XI. **NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CONTRACTOR agrees and assures LAFCo that CONTRACTOR and any subcontractors shall comply with all applicable federal, state, and local Anti-

discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of LAFCo, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CONTRACTOR shall ensure that the evaluation and treatment of its employees and agents and recipients of services are free from such discrimination and harassment.

- B. CONTRACTOR represents that it is in compliance with and and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq.) and regulations and guidelines issued pursuant thereto.
- C. CONTRACTOR agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CONTRACTOR shall include this nondiscrimination provision in all subcontracts related to this agreement.

XII. **COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation for services rendered thereunder, including costs that may be incurred by CONTRACTOR, LAFCo shall except as hereinafter provided, pay to CONTRACTOR the sum of \$20.00 per hour of services rendered by CONTRACTOR. The number of hours worked by CONTRACTOR shall be as prescribed by the Commission Clerk. The maximum total compensation owing to CONTRACTOR under this Agreement shall not exceed \$25,000 for 1250 hours of services.
- B. CONTRACTOR shall file bi-weekly statements of charges rendered with the Commission Clerk. The statements shall identify the total number of hours of services, for which compensation is claimed, and the days the services were delivered and numbers of hours of service each day. LAFCo shall pay such charges not later than two weeks following the filing of the statement.
- C. CONTRACTOR shall maintain for four years following termination of this Agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.
- D. In the event CONTRACTOR fails to comply with any provisions of this Agreement, LAFCo may withhold payment until such non-compliance has been corrected.

XIII. **AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both

parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon LAFCo unless agreed in writing by the Executive Officer and counsel for LAFCo.

XIV. **TERMINATION**

- A. LAFCo may terminate this Agreement without cause upon five (5) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by LAFCo to the CONTRACTOR and it later determined the CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- B. LAFCo may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, LAFCo may proceed with the work in any manner deemed proper by LAFCo. If notice of termination for cause is given by LAFCo to the CONTRACTOR and and it later determined the CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.
- C. LAFCo may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof; 2) if funds in LAFCo's yearly proposed and/or final budget are not appropriated by LAFCo for this Agreement or any portion thereof; or 3) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by LAFCo as a result of mid-year budget reductions.
- D. If this Agreement is terminated under paragraph A or C above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of compensation previously made. In no event, however, shall LAFCo pay CONTRACTOR and amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- E. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expense obligations to a third party that CONTRACTOR can legally cancel.

XV. **DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed as of the day of the year first written above.

**SACRAMENTO LOCAL AGENCY FORMATION
COMMISSION**

By _____
Peter Brundage, Executive Officer

Date _____

REVIEWED AND APPROVED BY COUNSEL

By _____

CONTRACTOR

By _____
Lynda G. Ives

Date _____

Date _____