

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 5/7/02
Source Code: COBXX
Agenda Date: 8/27/02
INVENUM: 51404

Resolution(s): _____

Ordinance(s): _____

Contract(s): _____

Continue Date(s): _____

Index: --Letter of Clerk of the Board dated August 19, 2002
--Continuing Agreements List for August 27, 2002

Item: 8. ACCEPTED AND FILED notification of continuing contracts received during the period of August 15, 2002 through August 21, 2002 and approved upon adoption of the 2002/2003 continuing agreements list to comply with Section 300 of the County's Procedures Manual, Title 1, as recommended by the Clerk of the Board

CLERK OF THE
BOARD OF SUPERVISORS



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET - Room 500
SANTA CRUZ, CALIFORNIA 95060
(831) 454-2323

APPROVED AND FILED BOARD OF SUPERVISORS

August 19, 2002

DATE: 8/27/02 Agenda date: August 27, 2002
COUNTY OF SANTA CRUZ

SUSAN A. MAURIELLO

EX-OFFICIO CLERK OF THE BOARD

BOARD OF SUPERVISORS

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

DEPUTY

2002/2003 CONTINUING CONTRACTS

Dear Members of the Board:

In order to comply with Section 300 of the County's Procedures Manual, Title I - Finance and Accounting, as adopted by your Board on September 15, 1992, and recommendations approved in adopting the 2002/2003 Continuing Agreements List, it is necessary to notify your Board of the execution of contracts included in the Continuing Agreements List which were approved during the 2002/2003 Budget Hearings.

Attached is a list of continuing agreement contracts which have been executed and received by the Clerk of the Board during the period of August 15, 2002 through August 21, 2002. The contracts are on file in this office.

IT IS THEREFORE RECOMMENDED that your Board accept and file notification of continuing contracts that have been executed, as shown on the attached list.

Very truly yours,

Gail T. Borkowski
Chief Deputy
Clerk of the Board

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

CONTINUING AGREEMENTS LIST FOR AUGUST 27, 2002

DEPARTMENT	BUDGET UNIT NO.	INDEX NO.	CONTRACT NO.	CONTRACTOR	AMOUNT \$
Human Resources Agency	392 100	5665	22574	Walnut Ave. Women's Center	25,000
Human Resources Agency	392 100	4080	21918-03 21918-04	Community Bridges	12,957 14,400
Human Resources Agency	392 100	5665	2 1776-01	Community Action Board	3 15,000
Human Resources Agency	392 100	4080	20962-01	Parents Center	154,000
Human Resources Agency	392 100	5665	22639-01	Santa Cruz Transportation Management Assoc.	25,000
Human Resources Agency	392100	3665	20668-01	Mountain Community Resources	23,333
Human Resources Agency	392 100	5665	22577	Defensa de Mujeres	50,000
Human Resources Agency	392 100	5665	2 1774-02	Community Bridges	200,000
Human Resources Agency	392 100	5665	220 16-01	Families in Transition	150,000
Human Resources Agency	392 100	5665	22569-01	Dr. Cheryl Bowers	23,400

Santa Cruz County Agricultural Commissioner	103210	2384	R-750	Ca. Dept of Food & Agriculture	33,501
Human Resources Agency	392100	5665	22017-01	Volunteer Center of Santa Cruz County	20,000.
Public Works	650120	3590	22369	Community Action Board	15,000.
Public Works	622115	3590	21679-01 21679-02	Republic Electric	69,111.01 135,864.
Public Works	60100	5862	22524-01 22524-02 22524-03	Cascade Software Systems, Inc	9,150. 7,175. 175.
Public Works	625110	3590	21470	California Grey Bears	159,500.
Human Resources Agency	392100	2047	R783	Central Coast Alliance for Health	Revenue 8736.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resource Agency (Department)
BY: [Signature] (Signature) 8/10/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Community Bridges, 236 Santa Cruz Ave Aptos CA (Name/Address)

2. The agreement will provide Conection Shuttle, Job Training

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 200,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact A. Knox x4594

5. Detail: ☒ On Continuing Agreements List for FY - . Page CC- Contract No: 21774-02 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not cc-12

Contract No: 21774-02
By: [Signature] Date: 8/15/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Human Resource Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date:

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature] 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 Office by an order duly entered in the minutes of said Board on 8/27/02

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC:10	\$	Amount	Index	Sub object	User Code
Auditor Description					

CONTRACT NO. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, COMMUNITY BRIDGES, 236 Santa Cruz Avenue, Aptos CA, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide the Connections Shuttle as a job training program for CalWORKs Welfare-to-Work participants as described in Attachment A: Scope of Work

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

A. Reimbursement of program costs not to exceed \$200,000 on the basis of suitable monthly Grant Request/Expenditure Report, approval of project manager and the designated Careerworks Analyst.

B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: HRA Fiscal – Accounts Payable
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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 security and payroll tax withholding).

6. **INSURANCE.** 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.

I CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Avenue
Santa Cruz, CA 95060
Attn: Alan Knox

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1040 Emeline Avenue
Santa Cruz, CA 95060
Attn: Alan Knox

7. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. **RETENTION AND AUDIT OF RECORDS.** 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. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
12. **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.
13. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
14. **WEBSITE.** The Contractor is required to include a link to the HelpSCC website (www.helpscc.org) on their own website.
15. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY. _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #15 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

16. **ATTACHMENTS.** This Agreement includes the following attachments:

- A. Scope of Work
- B. Budget
- C. Assurance of Compliance on Nondiscrimination

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. **CONTRACTOR**

By: _____

Signed

Sam Story, Executive Director

Printed

3. **COUNTY OF SANTA CRUZ**

By: _____

Signed

Cecilia Espinola, HRA Administrator

Printed

Company Name: Connection Shuttle

Address: 236 Santa Cruz Ave,

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

_____ Aptos, CA _____

Telephone: (831) 688-8840

Fax: _____

E-Mail: _____

2. APPROVED AS TO INSURANCE:

By: Janet McKimley 7-18-2002
Risk Management

4. APPROVED AS TO FORM:

By: Maria Costa
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

ATTACHMENT A

SCOPE OF WORK CONNECTION SHUTTLE TRAINING PROGRAM FOR CALWORK PARTICIPANTS

Name of Contractor: Community Bridges
CalWORKs Activity: Community Service/Work Experience Training
Program Name: 2002-03 Connections Shuttle Program

1. PLANNED PERFORMANCE

Planned number of participants: 24
Planned number of placements: 18 rate 75%
Planned placements with Community Bridges: 8 rate 44%
Planned employment rate at 90 day follow-up: 13 rate 70%
Average wage at placement: \$8.00

Total program cost: \$200,000
Cost/participant enrolled: \$8,333
Cost/placement: \$11,111

2. NARRATIVE

The Contractor will implement and operate a Driver Training Program serving 24 CalWORKs participants assigned to Community Service-Work Experience (CSWEX). As a CSWEX worksite Contractor will operate program in full compliance with the Careerworks Division's CalWORKs Community Service/Work Experience Worksite Agreement, any subsequent revisions to the Agreement, and all updated procedures as provided in writing by the County. Worksite Agreement is incorporated into Scope of Work as Attachment 1.

Contractor will train **24** CalWORKs participants in four three-month sessions, six trainees per session. Participants will be trained in the skills outlined in the Curriculum Outline/Description included in Scope of Work as Attachment 11. Connection Shuttle participants will receive training that provides the skills necessary to obtain and retain employment in jobs related to Shuttle Driver, **12** passenger endorsement.

Participants will receive **240** hours of classroom training. After the first **4** weeks of classroom training participants will begin the program's driving component. For the driving component, participants will be assigned to either of two shifts, 6 a.m.- 12:30 p.m. or 12 p.m.-6:30 p.m. Participants can request to rotate assigned driving shifts which must be approved by CS Program Director.

To successfully complete the training program, participants must complete 240 hours of classroom training, and 90 hours of driving experience, reaching a minimum competency level of 70% (or higher if you agree) in both components as determined in agreement with the County and as established by the curriculum objectives.

It is expected that 18 participants will transition into unsubsidized employment or into an On-the-Job Training position within 90 days of completion of their training program. Eight participants successfully completing the program will secure driving positions with Community Bridges' Lift Line service.

First training session will begin July 1, 2002, or earlier if sufficient numbers of participants are available to start a class. Last training session will start no later than April 1, 2003. All participants must exit training no later than June 30, 2003. Exceptions must be approved in advance in writing.

Prior to receiving referrals Program Director must agree to the conditions stipulated in the Worksite Agreement, and the County must have a signed Agreement in the Contract file.

There will be a four week overlap with training session start dates to avoid disruption in the programs ability to provide consistent ridership service for CalWORKs participants referred to Connection Shuttle by Careerworks.

3. PARTICIPANT SELECTION

CalWORKs participants referred to Contractor must have completed the following requirements at no cost to the Contractor:

- a. Completed Food and Nutrition Service Application
- b. Original DMV H-6 printout
- c. Copy of Medical Form signed by a qualified physician
- d. Copy of green Medical Certificate signed by same physician
- e. Green receipt of the DOT Drug and Alcohol screen

Applicants referred to Contractor will have successfully completed the requirements listed above, and will read at the fifth grade level, have an ESL intermediate level, and be at least 21 years of age.

Contractor will select from eligible CalWORKs participants who are interested in driver training. Applicants not selected will be referred back to Careerworks. Contractor will provide the Careerworks designee a written explanation (email or mail) providing feedback on reason applicant was not selected.

5. CURRICULUM OUTLINE/DESCRIPTION

See Attachment 11.

6. PARTICIPANT MONITORING

The Van Trainer and Operations Assistant will monitor participants in the following ways:

1. Student attendance
2. Conferences with students, and Careerworks representative
3. Observation of students within the training class and during the behind the wheel activities

When the participants enter the training program a folder will be developed by the Operations Assistant, which includes test scores, notes on progress including behavior considered unacceptable in the workplace. Both positive and negative behaviors should be documented for benefit of participant and their efforts to secure employment. While the participant is part of the program the progress of social, educational, job placement attempts and job placement records are kept by the Operations Assistant. Twice a month the Operations Assistant will meet with the Careerworks representative to exchange information about participant progress.

Each participant will be evaluated as to progress, work habits, and quality of work. If there is problems, together, the Operations Assistant, Van Trainer, and Careerworks Employment Training Specialist will follow these procedures:

- a. Confer with Trainer and set a time schedule for satisfactory completion of work and/or arrange for tutorial help as needed. If a behavior problem, develop time schedule and clear behavior goals participant needs to improve.
- b. Confer with student and set up clear guidelines for completion of work or acceptable behavior, defining how it will be known when deficiency is corrected.
- c. If the student does not improve within the established length of time, the Operations Assistant, Van Trainer, Careerworks ETS, and participant will meet to develop a course of action, which may include dismissal.

Problems with attendance or other issues identified as problems or potential problems by Connection Shuttle staff should be communicated to the Careerworks Staff within 48 hours.

7. JOB PLACEMENT

Contractor shall provide each participant with active assistance in seeking employment. Contractor will provide letters of recommendation for participants successful in completing **all** portions of the training. Contractor will refer applicants unable to locate employment within 30 days of training completion to Careerworks for job search/job club activities conducted at the Career Centers.

After exit from training Contractor will conduct 30 day follow-up with participant for 3 months to verify employment and job retention. If participant is unemployed during the 3 month follow-up period Contractor will notify appropriate Careerworks staff.

Contractor shall use established Career Center job placement activities, work in concert with EDD, and maintain contact with network of community employment programs and agencies.

Contractor will maintain individual participant case files and make the files available to and open for inspection by appropriate County, State and Federal staff upon request, Case files will contain record of attendance, competencies acquired from the training, notations related to skill problems, and/or other work problems.

8. PROGRAM STAFFING AND HOURS OF OPERATION

Hour of Operation: The classroom training will be conducted from 9 a.m. to 3:30 p.m., Monday through Friday for 8 weeks. The behind the wheel drivers training will be conducted in two shifts, 6 a.m. to 12:30 a.m. and 12 p.m. to 6:30 p.m., for 4 weeks.

Contract Analyst must approve Service hour changes.

Staff Resources: Contractor will provide an adequate service staff to participant ratio. The staff will meet the minimum qualifications (Attachment III) and be capable of serving limited English participants. Contractor's staff includes:

Project Director:	1 FTE
Van Trainer:	1 FTE
Operations Asst:	1 FTE
Fleet Manager:	.025 FTE
Mechanic:	.075 FTE

A request in writing from the Contractor to change the program staff may be approved by Contract Analyst.

Facilities: Service will be provided at Connection Shuttle, 236 Santa Cruz Avenue, Aptos, CA 95003.

9. REPORTING

The Contractor shall submit monthly progress reports in an agreed upon format to the Contract Analyst. The report is due no later than 15 days following the end of each month.

Contractor's report shall include:

- Project Performance Monitoring Report
- Passenger Tally
- Trainee Availability Report
- Arrival Time Performance Report
- Trip Statistics – Summary

10. SERVICE PLAN

The service plan is the Contractor's numbers for achieving the contracted service objectives for enrollments, placement and 90 day retention for the program. At the Contractor's written request, the Contract Analyst may give written approval to changes in monthly planned numbers. Changes lowering the total participant numbers may result in deobligation of funds and/or could require a contract amendment.

PY 2002-03 Service Plan

Program: Connections Shuttle

Training Session	7/02	8/02	9/02	10/02	11/02	12/02	1/03	2/03	3/03	4/03	5/03	6/03
1st Session Enrollees	6	6	6	6	6	6	6	6	6	6	6	6
2nd Session Enrollees	0	0	6	6	6	6	6	6	6	6	6	6
3rd Session Enrollees	0	0	0	0	6	6	6	6	6	6	6	6
4th Session Enrollees	0	0	0	0	0	0	6	6	6	6	6	6
Total Enrollees	6	6	12	12	18	18	24	24	24	24	24	24
Training Exits	0	0	6	6	12	12	18	18	24	24	24	24
Placements	0	0	5	5	9	9	14	14	18	18	18	18
Other Exits	0	0	1	1	3	3	4	4	6	6	6	6

11. FISCAL PROVISIONS:

A. This Contract is a cost reimbursement method of payment. Total authorized payments under this Contract shall not exceed \$200,000, as set forth in the line item Budget Summary.

B. Contractor shall submit fiscal claims on a monthly basis using forms and instructions provided by the County. The County shall receive fiscal claims no later than 30 days following the end of each month.

C. Contractor shall establish and maintain a financial management system that provides fiscal control and accounting procedures sufficient to permit the tracing of expenditures to establish that funds have not been used in violation of any restrictions on their use.

The financial management system shall provide fiscal control and accounting procedures that are:

- (1) In accordance with generally accepted accounting principles. Financial systems shall include:
 - (i) Information pertaining to contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - (ii) Effective internal controls to safeguard assets and assure their proper use;
 - (iii) A comparison of actual expenditures with budgeted amounts for each contract;
 - (iv) Source documentation to support accounting records; and
 - (v) Proper charging of costs and cost allocation; and
- (2) Be sufficient to:
 - (i) Permit preparation of required reports;
 - (ii) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - (iii) Permit the tracing of program income, potential stand-in cost and other funds that are allowable except for funding limitations as defined in the regulations; and
 - (iv) Demonstrate compliance with the matching requirement pertaining to state education and coordination grants.

D. Payment Invoices: Contractor shall submit written invoices and supporting documents in the manner and form prescribed by County. Contractor shall submit said invoices for payment for services rendered no later than thirty (30) days from the end of the month or report period in which said services are actually rendered or according to time frames specified in the expenditure schedule of this contract.

E. Final Contract Closeout: Final claims for payment must be filed not later than one calendar month following the termination of this contract and in no event shall County be obligated to honor or otherwise be liable for claims filed after **September 30, 2003**.

F. Meeting Contract Goals: Contractor shall make a reasonable and good faith effort to meet or exceed the contract goals. If all payments under this contract are earned prior to the contract's end date, the Contractor shall nonetheless continue to devote full effort to providing services as outlined in the Training Objectives and Competencies.

G. Payments: Payments shall be made for the performance of services and duties as described in the Scope of Work and subject to all other provisions of this contract. County shall reimburse the Contractor for its actual, reasonable, necessary and allowable cost incurred for services rendered each quarter.

H. Right to Withhold: County has the right to withhold payment to the Contractor when, in the opinion of the County, stated in writing to Contractor, (a) the Contractor's

performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) the Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work, or records, (c) the Contractor has failed to sufficiently itemize, document or submit internally consistent demands for payment, (d) the Contractor has failed to submit timely payment invoices, (e) a final audit report identifies questioned costs or costs recommended for disallowance based on performance.

I. Records: Contractor shall maintain on file at the Contractor's principle place of business true, orderly and accurate records to support expenditure and in-kind contributions. The County shall sample these records as a monitoring function. If problems are detected in the sample, payments to the Contractor may be suspended until a full reconciliation is completed.

J. Capital Improvements and Fixed Assets: Contractor shall not purchase fixed asserts or render capital improvements with funds received under this contract without thirty (30) days advanced written approval from the County.

T3: County of Santa Cruz, Human Resources Agency
 Attention: Barbara Coy-Bulicz, Sr. HS Analyst
 1000 Emeline Avenue, Santa Cruz, CA 95060

Contractor:	Connection Shuttle	Phone:
Project Title:	Community Connections	Contract No.
Report Period	From:	To:
		Contact:

I. Expenditure Report		YTD Claimed	Current Expenditures/	Total Expend	Balance
	Budget	Expenditures	Claim Request	to Date	Available
	A	B	C	D	E=A-D
Salaries and Benefits	124,674.00				
Regular Pay - Permanent	97,947.00				
OASDI - Social Security	7,493.00				
Retirement	2,511.00				
Employee Insurance	10,114.00				
Unemployment	490.00				
Worker's Compensation	6,119.00				
Services and Supplies	75,326.00				
Advertising and Promotions	-				
Assistance to Individuals	-				
Awards and Grants	-				
Computer Equipment/Software	-				
Conferences and Meetings	-				
Data Processing	-				
Distribution of Program Costs	26,785.00				
Duplicating	634.00				
Utilities	1,647.00				
Maintenance: Office Equip/Othr	2,297.00				
Miscellaneous	1,151.00				
Office Supplies	197.00				
Other Insurances	10,310.00				
Postage and Shipping	135.00				
Professional/Special Services	2,000.00				
Rents and Leases	8,735.00				
Rents and Leases: Equipment	5,213.00				
Subscriptions, Memberships	-				
Telephone	2,176.00				
Travel and Transportation	14,046.00				
Total \$	200,000.00				

I hereby certify that the information contained in this Statement is true and correct to the best of my knowledge and that services have been performed in accordance with the conditions set forth in the above referenced Contract. Documentation of service is attached.

Signature: _____ Date: _____

7/15/2002

n:jf10/Barbara/WIA0102/YDCP/MasterClaimForm-etc.xls

**ATTACHMENT C -ASSURANCE OF COMPLIANCE WITH THE HUMAN RESOURCES
AGENCY ON NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

COMMUNITY BRIDGES

(name of CONTRACTOR)

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

8/7/02
Date


Executive Director's Signature

MAR. - 22' 99 (MON) 10:28

SC A .TOR/CONTROL.

TEL:408 454 2660

P.002

Form **W-9**
(Substitute)
County of Santa Cruz

Request for Taxpayer Identification Number and Certification

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Name (If joint names, list first and circle the number of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)
Community Bridges

Business name (Sole proprietors see instructions on page 2.)

Please check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☒ Other

Address (number, street, and apt. or suite no.)
236 Santa Cruz Avenue

City, state, and ZIP code
Agua, CA

YOU ARE PAID FOR:

- ☐ Health Care Service
☐ Other Service
☐ Rent ☐ Goods
☐ Freight ☐ Interest
☐ Other (Explain) _____

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

| | + | | | |

OR

Employer identification number

94-2146102111

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here [Signature] Date 8/7/02

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you; real estate transactions; mortgage interest you paid; the acquisition or abandonment of secured property; cancellation of debt; or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

- You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP 10 55 COMB-38	DATE (MM/DD/YY) 07/26/02
PRODUCER (WC) Heffernan Insurance Brkrs 1350 Carlback Ave, Suite 200 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Community Bridges Sam Storey 236 Santa Cruz Ave Aptos CA 95003		INSURERS AFFORDING COVERAGE INSURER A Sutter Insurance Co. INSURER B INSURER C INSURER D INSURER E	

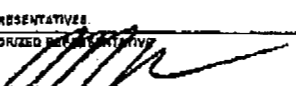
COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> FRO. JEST <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND AGG \$
AUTOMOBILE LIABILITY A <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA14854	07/01/02	07/01/03	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
EXCESS LIABILITY <input type="checkbox"/> OCCUP <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU. TOBY LIMITS BOTH BR EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
OTHER A Auto Physical Damage	BA14854	07/01/02	07/01/03	Comp Ded. \$500 Coll. Ded. \$500

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

1. Santa Cruz County Human Resources Agency/Career Works Division. The County of Santa Cruz it officials, employees, agents and volunteers are added as 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. *10 days notice for non-payment of premium.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
County of Santa Cruz Human Resources Agency 1040 Emeline Ave Santa Cruz CA 95060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 	

RECOUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resource Agency (Department)

BY:

Frances Hesse (Signature) *8/15/02* (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

- Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Families in Transition, 210 High St. #103, Santa Cruz (Name/Address)
- The agreement will provide services under a Housing Scholarship Program for Cal Works Welfare
to work clients.
- Period of the agreement is from 7/1/02 to 6/30/03
- Anticipated Cost is \$ 150,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
Remarks: W-9 on file Contact: B. Lane X5401
- Detail: ☐ On Continuing Agreements List for FY - , Page CC- Contract No: 22016-01 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not CC-12

Contract No: 22016-01

By: *K. Ray*
Auditor Controller Deputy

Date: 8/15/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Human Resources Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County
Human Resource Agency (Department/Agency)

Date:

By: *D. Kelly*
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor Controller - Pink
Department - Gold

State of California
County of Santa Cruz

Sharon H. ex cio 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27 2002

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	\$					
Document No.	JE Amount	tines	H/TL	Keyed By	Date	
TC110		8				8
Auditor Description	Amount	Index	Sub object	User Code		

CONTRACT NO. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, FAMILIES IN TRANSITION, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide a Training-To-Work (Housing) Scholarship program for CalWORKs Welfare-to-Work participants as described in Attachment A: Scope of Work.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. Reimbursement of program costs not to exceed \$150,000 on the basis of suitable monthly Grant Request/Expenditure Report, approval of project manager and the designated Careerworks Analyst.
- B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.
- C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Brenda Lane
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

- D. CONTRACTORS which are non-profit, community-based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to the COUNTY granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation, which adequately supports the request. Advance requests must be approved by the Human Resources Agency. Each subsequent payment will be based on actual services.
- E. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested, naming the COUNTY as loss payee,

an original certificate for which must be submitted to the COUNTY as part of the advance request.

- F. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
 - G. A grant request expenditure form for the final reporting period of the fiscal year shall be provided to the COUNTY no later than thirty (30) days after the contract ends. CONTRACTOR must account for all interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.
 - H. The COUNTY may pay 1/12 of the prior year or current year total budget amount, whichever is less, in lieu of an advance, in the months of July and August if this contract is listed on the Continuing Contracts List, and a continuing agreement has not yet been finalized.
3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party. COUNTY shall have the right to terminate this contract in the event that State, Federal or other funding for this contract ceases prior to the ordinary term of the contract.
5. **DEOBLIGATION.** The COUNTY may require an amendment to reduce the payment limits of this contract if it is determined by COUNTY that the CONTRACTOR need not or cannot expend the full amount of the contract, in order to fulfill its obligations hereunder. The decision to deobligate will be based upon review of programmatic achievement and the comparison of actual levels of expenditure with the expenditure projections included in Attachment B: Budget. Amendments required under this provision are not subject to the conditions set forth in Paragraph 4, such that the amendment need not be signed by the CONTRACTOR. The COUNTY shall notify the CONTRACTOR of such amendments.
6. **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND OMB CIRCULARS.** CONTRACTOR agrees to comply with all applicable laws, regulations, and OMB circulars.
7. **ENERGY ASSISTANCE/EARNED INCOME TAX CREDIT.** Contractor AGREES TO ADVISE ALL PARTICIPANTS SERVED UNDER THIS CONTRACT ABOUT energy Assistance programs and the Earned Income Tax Credit, and to refer them to free tax services.
8. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 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 security and payroll tax withholding).

6. **INSURANCE.** 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Ave.
Santa Cruz, CA 95060
Attn: Brenda Lane

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1040 Emeline Ave.
Santa Cruz, CA 95060
Attn: Brenda Lane

7. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.
- 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 workplace; (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. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. **RETENTION AND AUDIT OF RECORDS.** 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 make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the State of California and/or the Federal Government if providing funding for this contract, the Human Resources Agency, or any authorized representative thereof, upon request, during the term of this contract and for a period of five (5) years after final payment under this contract for monitoring and audit purposed and to verify CONTRACTOR'S compliance with the terms of this

contract.

11. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
12. **PARTISAN POLITICAL ACTIVITIES.** No monies, property or services received by CONTRACTOR under this contract shall be used in the performance of any partisan political activity, to further the election or defeat on any candidate for public office, or to assist, promote, or deter union organizing.
13. **RELIGIOUS WORSHIP.** There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTOR'S performance of this contract. CONTRACTOR will not permit participants in programs funded under the terms of this contract to be employed on the construction operation, or maintenance of any facility which is used or to be used for religious instruction or as a place of religious worship.
14. **CONFLICT OF INTEREST.** CONTRACTOR and its employees, and members including officers of its governing Board shall avoid any actual, apparent, or potential conflicts of interest pertaining to services under this contract.
15. **PUBLICATION & MEDIA PRESENTATIONS.** The CONTRACTOR agrees that whenever information related to the program funded under this contract is released to the media, whether in print or by interview, such publicity, whenever practical, will include the statement "*funded by the County Board of Supervisors*". If this contract is funded in full or in part by the Workforce Investment Board, the statement must include "*and the Workforce Investment Board*".
16. **INTEGRATED DOCUMENT** This contract and attachments hereto embody the total agreement between the COUNTY and CONTRACTOR for the provision of the services detailed herein. No verbal agreements or conversation with any officer, agent or employee of the COUNTY concerning the terms or conditions of this contract shall affect or modify any of the terms or obligations contained in any document that is part of this contract.
17. **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.
18. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
19. **WEBSITE.** The Contractor is required to include a link to the HelpSCC website (www.helpscc.org) on their own website.
20. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #20 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

21. **ATTACHMENTS.** This Agreement includes the following attachments:

- A. Scope of Work
- B. Budget
- C. Assurance of Compliance on Nondiscrimination

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

By: Desiree Vierra
Signed
Desiree Vierra, Executive Director

3. COUNTY OF SANTA CRUZ

By: Cecilia Espinola
Signed
Cecilia Espinola, Agency Director

Address: 210 High St. #103, Santa Cruz, CA

Telephone: 458-7125

Tax ID#: 77-0327992

2. APPROVED AS TO INSURANCE:

By: Janet McKinley
Risk Management 7-9-2002

4. APPROVED AS TO FORM:

By: Marie Costa
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

ATTACHMENT A SCOPE OF WORK

Families in Transition Housing Scholarship Program

Planned Performance Summary for FY 02-03

- Planned number of participants served: minimum of 20 per quarter

Project Service Overview

Families in Transition, Housing Scholarship Program, will provide extensive outreach, service collaboration, monitoring of training progress, and access to social services. On-going rental subsidies for each family will be provided to stabilize housing.

Project Referrals and Payments to Participants

Eligible participants will be referred by Careerworks ETS staff or recruited from the general Welfare to Work population by the Contractor.

The Contractor is encouraged to attend ETS staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with CareerWorks ETS staff. A Senior ETS in both North and South County will be assigned as a service liaison to facilitate this process.

Performance Goals and Measurable Objectives

A minimum of 20 CalWORKs families per quarter will engage in job-training leading to a living wage while maintaining housing and increasing knowledge of resources, including Energy Assistance and EIC.

Participant Monitoring

Contractor will monitor participation in project activities in the following ways:

- Contractor will document all rental subsidies, training records and resource activities for each participant family in Participant file.
- Contractor will hold conferences with participants and Careerworks staff
- Contractor will send quarterly reports to HRA listing participants served

Project Staffing and Hours of Operation

A request in writing from the Contractor to change program staff or service hour changes may be approved by the program analyst.

Agency: Families In Transition

Program: Housing Scholarship Program

		Total Contract Budget
--	--	-----------------------------

Basic Account Codes:

SALARIES & BENEFITS

7000 Salaries Total	\$40,000
7100 Employee Health/Retirement	\$1,308
7200 Payroll Taxes	\$3,808
TOTAL SALARIES & BENEFITS:	\$45,116

SERVICES & SUPPLIES

8000 Professional Fees: Audit	\$714
8010 Indep. Prof. Consultants	
8100 Supplies	\$640
8200 Telephone & Internet	\$350
8300 Postage & Shipping	\$175
8400 Occupancy Total	\$1,850
8500 Purchase/Rent/Maintenance of Equip.	\$180
8600 Marketing, Printing & Publications	\$150
8700 Travel & Transportation	\$280
8800 Conferences/Meetings	\$195
8900 Assistance to Individuals	\$100,000
9000 Membership Dues/Fees	
9100 Awards and Grants	
9200 Interest Expense	
9300 Insurance/Bond	\$350
9400 Miscellaneous	
9600 Dist. of Program Costs	
9691 Payment/Affiliated Orgs.	
TOTAL SERVICES & SUPPLIES:	\$104,884
GRAND TOTAL BUDGET:	\$150,000

1) Please fill out this page for each program funded separately by the County. 2) For classification of basic account codes, refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, revised Second Edition, March 1989.

POSITIONS/SALARIES COUNTY OF SANTA CRUZ

ATTACHMENT B: BUDGET, PAGE 2

Agency: Families In Transition

Program: Housing Scholarship Program

Please fill out this page, listing **ONLY** positions to be **psid** by the County in this contract. Indicate with an "X" whether position is new or existing. Total Salaries here must match Total Salaries in Budget on Attachment **B** Page **1**.

POSITION TITLES:	SALARY RATE X	HOURS/ WEEK X	WEEKS/ YEAR =	TOTAL AMOUNT PER YEAR	NEW	EXIS TING
1. Scholarship Program Manager	\$14.50	35	52	\$26,390		x
2. Case Managers	\$14.50	10	52	\$7,540		x
3. Office Manager	\$15.20	7.7	52	\$6,070		x
4.	\$			\$		
5.	\$			\$		
6.	\$			\$		
7.	\$			\$		
8.	\$			\$		
9.	\$			\$		
10.	\$			\$		
7000 TOTAL SALARIES REQUESTED:				\$40,000		

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

**Families In Transition
NAME OF VENDOR/RECIPIENT**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 7/5/02

Debbie Viera
Director's Signature

Address of Vendor/Recipient: 210 High Street, #103, Santa Cruz, CA 95060

RECEIVED
SANTA CRUZ COUNTY
AUDITOR-CONTROLLER

COUNTY OF SANTA CRUZ

(State contract# 01-0567)

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Santa Cruz County Agricultural Commissioner (Department)
BY: [Signature] (Signature) 7/23/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐Revenue Agreement ☒

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

1. Said agreement is between the Santa Cruz County Agricultural Commissioner (Department/Agency)
Calif. Dept of Food & Agriculture, PHPPS/IPC unit, ****attn: Steve Schoenig,
and 1220 N Street Room A-357, Sacramento, CA, 95814 (Name/Address)

2. The agreement will provide a Weed Management Area program

3. Period of the agreement is from July 1, 2002 (9604) June 30, 2003 (FY02/03 portion of revenue (FY01/02: \$28,763, FY03/04: 4726.04 contract 1/1/02-6/30/04))
4. Anticipated Cost is \$ FY02/03: \$17,938 (33.50) ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: This is on the BOS continuing agreements list.

5. Detail: ☒ On Continuing Agreements List for FY 02-03 . Page CC- 22 Contract No: R-750 OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☒ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 103210 (Index) 2384 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered
are not will be

Contract No: R-750

By: [Signature]
Auditor-Controller Deputy

Date: 7/31/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Agricultural Commissioner, Santa Cruz (Dept/Agency Head) to execute on behalf of the County of Santa Cruz

(Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110	Auditor Description	\$ Amount	Index	Sub object	User Code	

STANDARD AGREEMENT
STD. 213 (FASW 02/98)

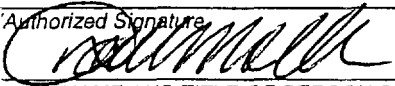
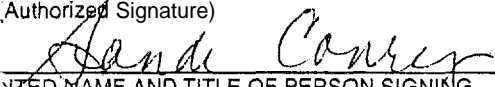
Rr... Weed Management
State # 0051
AGREEMENT NUMBER
01-0567

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
CONTRACTOR'S NAME
COUNTY OF SANTA CRUZ
2. The term of this Agreement is: JANUARY 1, 2002 THROUGH JUNE 30, 2004
3. The maximum amount of this Agreement is: \$47,831.00
Forty-Seven Thousand Eight Hundred Thirty-One Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A - Scope of Work	6	Page(s)
Exhibit B - Budget Detail and Payment	12	Page(s)
Exhibit C - General Terms and Conditions	3	Pages
Exhibit D - Special Terms and Conditions	1	Page

9604
33501
4726
47,831

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF SANTA CRUZ		
BY (Authorized Signature) 	DATE SIGNED 4/12/02	
PRINTED NAME AND TITLE OF PERSON SIGNING David W. Mueller, Agricultural Commissioner		
ADDRESS 175 Westridge Drive Watsonville, CA 95076		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF FOOD AND AGRICULTURE		
BY (Authorized Signature) 	DATE SIGNED 4/16/02	
PRINTED NAME AND TITLE OF PERSON SIGNING SANDI CONRY, ACQUISITIONS MANAGER		
ADDRESS 1220 N STREET, ROOM 100 SACRAMENTO, CA 95814		
		<input checked="" type="checkbox"/> Exempt per DGS Letter 28.4

4/16/02 16

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Evaluation of Contractor

Performance of the Contractor under this Agreement shall be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and the agreement amount is over \$5,000.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause.

EXHIBIT C
(Standard Agreement)

0072

10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990(a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contract shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in document the CCC201 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINES:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

94-5
16

7) Project Title: Print and distribute 1000 copies of the booklet "A Plague of Plants"

Tasks for Action	FY 01/02	FY 02/03
<i>Personnel Services</i>	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task: Compile addresses of selected opinion makers (Ag /WM Insp. III, \$31.60/hr. X 3 hrs. incl. 30% benefits)	\$ 95	
Task: Distribute copies of booklet at public meetings	\$ 100	\$ 50
<i>Operating Expenses</i>		
Task: Have 1000 copies of booklet printed	\$1,950	
Task: Mail booklets to selected opinion makers	\$ 200	
Indirect Costs: Project Administration (10% of subtotal)	\$ 235	\$ 5
Grand Total = \$2,635	\$2,580	\$ 55

Combined Project Totals	\$28,552	\$15,694	\$129
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Indirect Costs (<i>Overhead</i>) Combined project Total = \$44,672.88 * 10% = \$4,467.29 / 3 fiscal yrs = \$1,489.10 per fiscal year	\$2,033	\$1,410	\$13
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GRAND TOTAL per fiscal year	\$30,585	\$17,104	\$142
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FY 01/02: \$30,585

FY 02/03: \$17,104

FY 03/04: \$155

GRAND TOTAL: \$47,831

***Invoices** will be submitted: X quarterly monthly

***Reports** will be submitted **quarterly** using a reporting template developed by CDFA

6) Project Title: Weed Abatement on Hwy. 1 Right-Of-Way North of Santa Cruz City

Tasks for Action	FY 01/02	FY 02/03	FY 03/04
<i>Personnel Services</i>	January 1, 2002 June 30, 2002	July 1, 2002 June 30, 2003	July 1, 2003 June 30, 2004
Task: Ag. Comm. seek weed abatement permit from CalTrans (Agric. Weights & Insp. III--\$31.60/hr.* X 2 hrs.)	Jan/Feb. \$63		
Task: Ag. Comm. assess weed abundance and distribution using GPS (Biol. Aide--\$16.17/hr* X 160 hrs., and Agric. Weights & Insp. III--\$31.60/hr X 8 hrs.)	Apr./May \$2835		
Task: County Planning Dept. to create maps of infestation area using GPS data and GIS system Contract: (\$53/hr. X 20 hrs.= \$1060)	Late May \$1060		
Task: Ag. Comm. monitor treatment effectiveness (Biol Aide--\$16.17/hr. X 32 hrs.)		May, 2003 \$517	
Task: Ag. Comm. to oversee CYA work June, 2002 (Biol. Aide--\$16.17/hr. X 20 - 4 hr. days) July-Aug, 2002 (Biol. Aide \$16.17hr. X 48 - 4 hr. days)	June \$1293	July to Oct. \$3105	
Task: Ag. Comm. to oversee followup CYA work (Biol. Aide--\$16.17/hr. X 10 hrs.)		June \$162	

5) Project Title: Coast Dairies Weed Inventory and Weed Abatement

Tasks for Action	FY 01/02	FY 02/03
<p>Personnel Services</p> <p>Contract: Trust for Public Land</p> <p>Task: Weed survey Coast Dairies--</p> <p>1. Develop survey protocol based on draft Existing Conditions Report (ECR). Research existing site-specific weed data. 3 hrs. X \$75/hr. (botanical consultant) = \$225 3 hrs. X \$35/hr. (property manager) = \$105</p> <p>2. Visit & document with GPS all known weed infestations on the 7,000 acre site. 60 hrs. X \$35 (property manager) = \$2,100</p> <p>3. Review survey data for consistency with protocol, add data to Coast Dairies ECR, and develop map of weed locations. 6 hrs. X \$75/hr. (botanical consultants) = \$450</p> <p>4. Develop priorities for weed abatement program based on 1st year's survey. 4 hrs. X \$35/hr. (property manager) = \$140</p> <p>Subtotal: Survey = \$3,020</p>		

3) Project Title: Biological Control of Yellow Star Thistle (YST)

Tasks for Action

FY 02/03

FY 03/04

<i>Personnel Services</i>	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task: Survey & record GPS locations of two known YST infestation sites, once in spring of 2003 and the year after release — Agric./WM Insp. III, \$31.60/hr. X 30 hrs. incl. 30% benefits	\$474	\$474
Task: Attend CDFA workshop (June or July, 2003), collect & release insects Ag. /WM Insp. III, \$31.60/hr. X 24 hrs. incl. 30% benefits	\$758	
<i>Operating Expenses</i>		
Task: Contract with County Planning Dept. to prepare maps using GPS locations of YST .	\$ 424	\$ 424
Subtotal	\$11,656	\$ 898'
Indirect Costs: Project Administration (10% of subtotal)	\$ 166	\$ 90
Grand Total = \$2,810	\$11,822	\$988

Santa Cruz County Year 2/3 Work Plan Budget

1) Project Title: Yellow Star Thistle Control on Rancho Santa Maria

Tasks for Action	FY 01/02	FY 02/03
<i>Personnel Services</i>	January 1, 2002-June 30, 2002	July 1, 2002-June 30, 2003
Task 1: Document presence or absence of YST--Agric. Inspector--\$31.60/hr. X 4 hrs., incl. 30% benefits	March \$126	
Task: Ag. Comm. to apply followup herbicide to survivors as spot treatment- Agric. Insp--\$31.60/hr. X 6 hrs., incl. 30% benefits	June \$190	
Task: Monitor effectiveness of treatments--Agric. Insp \$31.60/hr. X 4 hrs., incl. 30% benefits		July \$126
<i>Operating Expenses</i>		
Task Herb Cost: applied by pest control operator-- \$63/ac. X -16 ac.	March \$1008 <i>actual 1009.40 6/5/02</i>	
Indirect Costs Project Administration (10% of subtotal)	\$132	\$13
Grand Total = \$1595	\$1456	\$139

**Summary Budget Sheet
 Santa Cruz County WMA**

	FY 01/02	FY 02/03	FY 03/04	Total
<u>Personnel Services</u>				
Permanent staff				
Agric.WM InspectorIII	\$2,182	\$871		\$3,053
30% benefits				
Biol. Aide	\$3,878	\$3,784	\$129	\$7,791
30% benefits				
Temporary staff				
TOTAL Personnel Service	\$6,060	\$4,655	\$129	\$10,844
<u>Operatins Expenses</u>				
General Expense				
Postage/Mailing	\$200			\$200
Printing	\$1,950			\$1,950
Communications				
Vehicle Operations				
Travel				
Training..				
Chemical Costs				
Treatment	\$1,764	\$315		
Equipment Costs	\$424			\$424
Equipment Rental	\$4,100	\$300		\$4,400
Data Processing (software).				
Profess. Services, <i>External</i>	\$14,054	\$10,424		\$24,478
TOTAL Operating Expenses	\$22,492	\$11,039	\$0	\$33,531
Total	\$28,552	\$15,694	\$129	\$44,375
<u>Overhead, Administrative and indirect Costs</u>				
at 10%	\$2,033	\$1,410	\$13	\$3,456
<u>Other</u>	\$0	\$0	\$0	\$0
GRAND TOTALS:	\$30,585	\$17,104	\$142	\$47,831

CYA crews will be requested to resume weed abatement in May and June, 2003. Final evaluation of treatment effectiveness will occur in late June, 2003. 0058

How Evaluate Success: To estimate abatement effectiveness the pre and post treatment weed populations will be measured and compared using GPS generated data recorded on GIS created topographic maps.

7) Project Title: Print and distribute 1000 copies of the booklet "A Plague of Plants"

Description:

This 25 page booklet describing the primary noxious weeds in Santa Cruz County was written by Ken Moore and Tim Hyland of the Wildland Restoration Team. The first printing was funded by the Santa Cruz County Resource Conservation District. It is being distributed to county residents. Many more copies are needed to inform citizens of the nature, extent, and control of noxious weeds in the county. This proposal would help to satisfy that need.

Time-frame: January 2002 - June 2002

How Evaluate Success:

We will publicize the free availability of the booklets in news media and also distribute them at meetings of organizations like the local chapter of the California Native Plant Society, Sierra Club, Community Alliance with Family Farmers, etc., and mail copies to selected opinion makers in the county. In the back of each copy we will include a returnable opinion sheet where recipients can describe the value to them of the booklet. We will keep a record of responses.

Santa Cruz Weed Management Area SB 1740 Year 2/3 Work Plan

Proposed Projects:

1) Project Title: Yellow Star Thistle (YST) Control on Rancho Santa Maria (Project Continuation)

Description: No living YST plants were found during a visual examination in June and July 2001 on the 30 acres of YST sprayed with Transline in March 2001. This proposal is to broadcast spray Transline or another suitable herbicide on any YST resprouts or germinated YST plants in the previously treated area. YST plants surviving the second application will be spot sprayed with Roundup or another suitable herbicide.

Time-frame: **January, 2002-June 30, 2004**

Site assessment and herbicide treatment (*if treatment is necessary*) will occur from late February to early March, 2002. Followup site assessment and herbicide treatment will occur in June 2002. Evaluation ~~of~~ effectiveness of the chemical treatment will occur in July, 2002.

How Evaluate Success: Examination of the treated areas in the summer ~~of~~ 2001 found no surviving YST plants. The sites treated in 2002 will be re-examined after the spring rains. Surviving YST plants will be spot sprayed. Subsequent survivors will be recorded on a topographic map and the result compared to the map made in 2001 before any spraying occurred.

2) Project Title: Spiny Cocklebur ("Clot Bur") Control on Rancho Santa Maria (Project Initiation)

Description: Spiny Cocklebur, *Xanthium spinosum*, is an aggressive invader of rangeland and cropland. At Rancho Santa Maria the plants cover about 12 acres of pasture at several scattered sites. Stout, 3-pronged spines up to 1½ inches long armor each plant's leaf base. Individual plants produce an average of 150 seeds annually that can live in the soil for several years. The egg-shaped seed heads are covered with short hooked spines which readily tangle in livestock hair and aid seed transport.

In 2002 the project will consist of surveying the weed populations, spraying them with a suitable herbicide, and assessing the spray's effectiveness. In May-June, 2003 the sites will be re-examined and surviving plants will be spot sprayed with an herbicide. Final evaluation of treatment will be in July, 2003.

Time-frame: **January, 2002-June 30, 2004**

Site assessment and initial herbicide treatment will occur in May and June, 2002. In the next year followup site assessment and possible spot spray herbicide treatment will occur

5) Project Title: Coast Dairies Weed Inventory and Weed Abatement

Project Timeframe: January 2002 – June 2002

Weed Inventory Project Description:

The Coast Dairies Protection and Use Plan established baseline information for the 7,000 acre property in its draft Existing Conditions Report (published June 2001). The ECR provides GIS layers describing the general vegetation, slopes, soils, geology and other natural features of the land and identified resource issues requiring additional data collection. One of the resource areas identified as needing more data was exotic plants.

A simple way to define the extent of the exotic plant problem in space and time is to use GPS tools to show the precise locations and the extent of infestations at each site. Coast Dairies proposes to conduct weed surveys on known infestations of highly invasive weeds (thistles, pampas grass, brooms, cape ivy, arundo, poison hemlock, etc.) though others could be added as recognized. The surveys will be conducted by Coast Dairies' property manager in consultation with the botanists who contributed to the ECR.

Coast Dairies will start with aerial photos of the property and hard copy maps of roads, trails and weed infestations. These known sites will be measured and their locations plotted and cross-referenced to land uses, soil types, and other information from the ECR. Follow up surveys will be proposed to monitor the effectiveness of weed abatement projects.

Initial data collection will be accomplished in approximately 84 hours of staff time.

Project Title: 2002 Weed Abatement Priority Control Project

Project Description:

Subsequent to the 2001-2002 weed surveys, Coast Dairies will establish abatement priorities based on consultation with the Agricultural Commission's Weed Management advisors, the local chapter of the California Native Plant Society, consulting biologists and perhaps other interested parties in the community. Priorities will be based on existing and potential ecologic damage, the costs of different types of abatement, and collaboration with neighboring properties, and other appropriate criteria.

Hand crews, tractor mowing, grazing and herbicide use will be considered. Plants will be targeted based on their seasonal vulnerability, ease of access, availability of crews/operators, etc.

Project Time-frame: could start as early as Spring, 2002, and will be completed by the end of June, 2002.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: [Signature] (Signature) _____ (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)

aid Cheryl Bowers P.O. Box 66237 SCOTT VALLEY, CA 95067 (Name/Address)

2. The agreement will provide services to identify learning disabilities of Cal Works clients

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 73,400 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: C Walberg

5. Detail: ☐ On Continuing Agreements List for FY _____ . Page CC- _____ Contract No: 22569-01 OR ☐ 1st Time Agreement

- ☒ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 397100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 22569-01

By: [Signature]
Auditor-Controller Deputy

Date: 08/14/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resource Agency

(Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I [Signature] 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 Office by an order duly entered in the minutes of said Board on 8/2/02

ADM - 29 (8/01)
Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	<u>8</u>	JE Amount	tines	H/TL	Keyed By	Date:
TC110	<u>8</u>	Auditor Description	Amount	Index	Sub object	User Code

RECEIVED UNIT
SANTA CRUZ CO
AUDITOR-CONTROLLER
AUG 13 PM 4:14
2002

8

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Cheryl Bowers Neuropsychological Assessment & Rehabilitation Offices, P.O. Box 66237, Scotts Valley, CA, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s): To identify learning disabilities affecting CalWORKs participants using a combination of clinical interview and developmental questionnaires, and nationally recognized validated testing instruments. Contractor will evaluate up to 52 Careerworks CalWORKs referrals identified by an initial Learning Disability Screening Tool, or participants failing to maintain satisfactory progress in welfare-to-work activities for unknown causes suspected to be probable learning disabilities.

For each participant evaluated Contractor will submit a written report within 30 days of referral. The report will contain the following information:

- Relevant vocational/education background and history
- General aptitude/cognitive level
- Other issues, e.g. physical/mental problems
- Areas of strength
- Areas of deficit
- Discussion of short and long term career goals
- Recommendation for accommodations/assistive technology for WTW plan
- General/specific vocational recommendations
- Summary (including severity of disability, areas of potential impact, rationale for LD/ADHD determination/diagnosis, and recommendations for additional services as appropriate).

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. Reimbursement of program costs not to exceed \$23,400 on the basis of suitable monthly Grant Request/Expenditure Report, approval of project manager and the designated Careerworks Analyst. Anticipated time spent per evaluation is 5 hours for an estimated cost per evaluation four hundred fifty dollars (\$450).
- B. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Barbara Coy-Bulicz
1000 Emeline Avenue
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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 security and payroll tax withholding).

6. **INSURANCE.** 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 CB / _____.
- 3) Comprehensive or Commercial 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____.

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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Avenue
Santa Cruz, CA 95062
Attn: Alan Knox

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1040 Emeline Avenue
Santa Cruz, CA 95062
Attn: Alan Knox

7. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

10. **RETENTION AND AUDIT OF RECORDS.** 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. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
12. **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.
13. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
14. **WEBSITE.** The Contractor is required to include a link to the HelpSCC website (www.helpscc.org) on their own website.
15. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

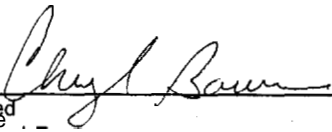
"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

16. **ATTACHMENTS.** This Agreement includes the following attachments:


Assurance of Compliance on Nondiscrimination

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. (

By: 
Signed
By: Cheryl Bowers
Printed

3. COUNTY OF SANTA CRUZ

By: 
Signed
By: Cecilia Espinola, HRA Administrator
Printed

Company Name: Cheryl Bowers Neuropsychological
Assessment & Rehabilitation Psychology Offices

Address: P.O. Box 66237

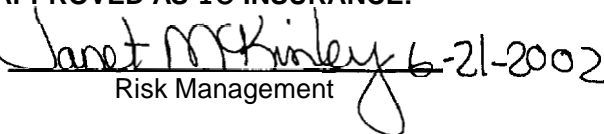
Scotts Valley, CA 95067

Telephone: (831) 430-0100

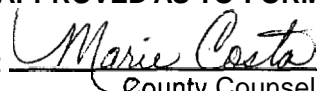
Fax: _____

E-Mail: _____

2. APPROVED AS TO INSURANCE:

By:  6-21-2002
Risk Management

4. APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Cheryl Bowers

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 7-16-02

Cheryl Bowers
Director's Signature

Address of Vendor/Recipient: PO Box 66237 Scotts Valley CA 95067-6237

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated July 1, 2002, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Cheryl Bowers Neuropsychological Assessment & Rehabilitation Offices, (hereinafter called CONTRACTOR) is amended to read as follows:

____/____ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

____/____ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonably foreseeable risk of personal injury, and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

____/____ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: _____

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective July 1, 2002.
date

COUNTY OF SANTA CRUZ

By Cheryl Bowers
CONTRACTOR

By Julia Espinola

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resource Agency (Department)

BY: _____ (Signature) _____ (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and Defensa de Mujeres, 406 Main St. Watsonville, CA 95076 (Name/Address)

2. The agreement will provide assessment and Domestic Abuse Services

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 50,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: C Walberg X4076

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC-_____ Contract No: 22577-01 OR ☐ 1st Time Agreement
☒ Section I No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 22577
By: [Signature] Date: 8/14/02
Auditor Controller Deputy
Auditor

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

ADM - 29 (8/01)
Title ☒ Section 300 Proc Man

State of California
County of Santa Cruz
I, Susan M. Murrell 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27 2002
[Signature]
By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
Document No.						
TC110	\$					
Auditor Description		Amount		Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, **DEFENSA DE MUJERES** hereinafter call the CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide domestic abuse and intervention services as described in Attachment A: Scope of Work.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

A. Reimbursement of program costs not to exceed \$50,000 on the basis of suitable monthly Grant Request/Expenditure Reports, approval of project manager and the designated Careerworks Analyst.

B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg, Careerworks Analyst
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.

6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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

INDEPENDENT CONTRACTOR AGREEMENT

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 security and payroll tax withholding).

7. **INSURANCE.** 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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

INDEPENDENT CONTRACTOR AGREEMENT

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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

8. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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 CONTRACTORs solicitation of goods and services. Definitions for

INDEPENDENT CONTRACTOR AGREEMENT

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.

9. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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.

10. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
11. **RETENTION AND AUDIT OF RECORDS.** 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,

INDEPENDENT CONTRACTOR AGREEMENT

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.

12. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
13. **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.
14. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
15. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide link s to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
16. **Energy Assistance:** CONTRACTOR agrees that as part of the services provided pursuant to this agreement, CONTRACTOR shall provide bilingual information on energy assistance programs, and shall also assist with energy assistance applications as appropriate.
17. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

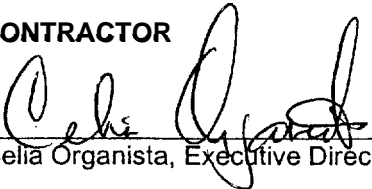
"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

18. **ATTACHMENTS.** This Agreement includes the following attachments:
 - A. SCOPE OF WORK
 - B. BUDGET
 - C. ASSURANCE OF COMPLIANCE ON NONDISCRIMINATION
 - D. CALWORKS PARTICIPANT MONTHLY PROGRESS REPORT

INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

A. CONTRACTOR

By: 
Celia Organista, Executive Director

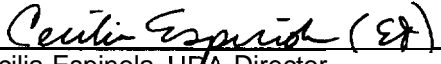
Organization: **Defensa de Mujeres**

Address: 406 Main Street, Suite 326
Watsonville, CA 95076

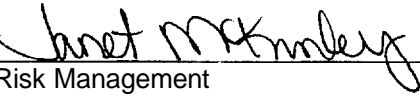
Telephone: (831) 722- 4532

Tax ID#: 77-0272680

B. COUNTY OF SANTA CRUZ

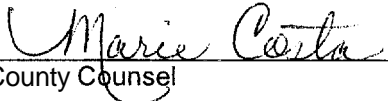
By:  (et)
Cecilia Espinola, HRA Director

C. APPROVED AS TO INSURANCE:

By: 
Risk Management

7-22-2002
Date

D. APPROVED AS TO FORM:

By: 
County Counsel

7-30-02
Date

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Consul
Risk Management
Contractor

ATTACHMENT A

SCOPE OF WORK

DEFENSA DE MUJERES - DOMESTIC ABUSE SERVICES

1. Planned Performance Summary for FY 02-03

- A. Anticipated number of CalWORKs participants (parents) receiving Domestic Abuse Intervention Services in FY 2002-03: **88**
- B. Total Program Cost: **\$50,000**
- C. Cost per Participant **\$568**

2. Project Service Overview

Domestic Abuse Intervention Services

Contractor will assess participants referred by Careerworks for service needs, provide crisis intervention services, assist clients with Temporary Restraining Order requests, provide advocacy services related to housing, legal, financial, parenting, and other issues linked to domestic abuse, and provide group and individual support counseling for both parents and their children referred to Defensa De Mujeres by Careerworks.

3. Referrals for Services

Careerworks will refer eligible participants using the approved form, which is to be FAX to Defensa De Mujeres at 722-4990 (South County) or 477-4231 (North County) by the Employment and Training Specialist (ETS) or the Social Worker. Additionally, Careerworks staff will FAX a copy of a signed information release form.

Additionally, Careerworks will provide a listing of eligible Welfare to Work participants (with date of birth) so Contractor can identify and receive service credit for participants who self refer or apply for CalWORKs after entering services provided by Defensa. Participants who self identify as CalWORKs will be encouraged by the Contractor to sign a release of information form so that Defensa services can be incorporated into their Welfare to Work Plan and used to justify granting CalWORKs program waivers related to domestic abuse.

Every effort will be made by Careerworks and the Contractor to ensure client confidentiality and provide for the safety of CalWORKs women and children. Information will not be released unless a signed release of information form has been obtained by either Careerworks or the Contractor. Additionally, Careerworks will provide a current phone listing of Careerworks ETS and Social Work staff to facilitate the coordination of participant services. The Contractor is encouraged to provide outreach services by contacting CalWORKs line staff and supervisors directly, and making presentations at staff meetings and participant workshops.

4. **Monitoring**

Contractor will monitor and track client participation levels on a monthly basis and provide Careerworks with monthly participation reports and summary case listings.

5. **Project staffing charged to this contract and hours of operation**

POSITION TITLES	Hourly Rate	Hours per Yr	Total Amt
Crisis Intervention Manager	\$16.72	388	6,486.00
Lead CI Specialist	\$12.82	39	500.00
C.I. Specialist	\$11.10	1135	12,593.00
Legal Advocate	\$12.27	163	2,000.00
Child & Youth Program Manager	\$15.50	507	7,856.00
Children's Advocate	\$11.10	368	4,083.00
Executive Director	\$33.33	60	2,000.00
Accounting Clerk	\$17.24	145	2,500.00
Total Wages			38,018.00

Hours of operation will be 9 to 5 on normal working days. Additionally, participants may access the WCSS-Defensa 24 hour crisis line.

Program staffing or service hour changes require approval by the Careerworks program analyst, based on a written request submitted by the Contractor.

6. **Facilities**

406 Main St., Ste. 326
Watsonville, CA 95076

1658 Soquel Dr., Ste. A
Santa Cruz, CA 95065

7. **Reporting**

- A. *Monthly Participation Reports* for each client receiving services and monthly summary listing (total clients served during the month).
- B. *Monthly Grant RequestExpenditure Reports*
- C. *Quarterly Service Plan updates* with a brief narrative about project activities. Final follow-up Service Plan Report is to be submitted to Careerworks by August 15,2003.

8. Proposed Service Plan

	First Quarter 9/02	Second Quarter 12/02	Third Quarter 3/03	Fourth Quarter 6/03
Anticipated number of CalWORKs participants (parents) receiving Domestic Abuse Intervention Services	22	22	22	22
Total Services - Cumulative YTD	22	44	66	88

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ATTACHMENT B
PROGRAM BUDGET FY2002-03

Agency: Defensa De Mujeres

Program: CalWORKs Domestic Abuse Intervention Services

SALARIES AND BENEFITS

Salaries Total	38,018.00
Employee Health/Retirement	3,947.00
Payroll Taxes	3,227.00
Total Salaries and Benefits	45,192.00

SERVICES AND SUPPLIES

Professional Fees: Audit	2,000.00
Indep. Prof. Consultants	900.00
Supplies	1,408.00
Telephone	
Postage & Shipping	
Occupancy Total	
Rent/Maintenance: Equipment	
Printing & Publications	
Travel & Transportation	500
Conferences/Meetings	
Assistance to Individuals	
Membership Dues	
Awards and Grants	
Interest Expense	
Insurance/Bond	
Miscellaneous	
Dist. of Program Costs	
Payment/Affiliated Orgs.	
Total Services and Supplies	4,808.00

BUDGET TOTAL	50,000.00
---------------------	------------------

ATTACHMENT C

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

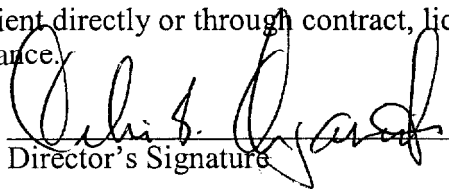
HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 7-31-02


Director's Signature

ATTACHMENT D

CALWORKS PARTICIPANT MONTHLY PROGRESS REPORT

Provider: **Defensa De Mujeres CalWORKs Welfare to Work Services**

Report Period: _____

Participant Name:	SSN:
Service Start Date:	Service End Date (Leave blank if still in services)
Service Status: <input type="checkbox"/> Referred (not yet seen) <input type="checkbox"/> Active <input type="checkbox"/> Completed Services <input type="checkbox"/> Inactive - no contact <input type="checkbox"/> Other (Please Explain):	

Services Provided:

☐ Counseling and Intervention Services
Careerworks
☐ Parents ☐ Children

☐ Collaborative Case Management with

☐ Employment Mentoring Services

☐ Other

Parent Participation Levels

☐ Individual services or counseling sessions

☐ Group instruction or support counseling

☐ Other (Please Describe):

Approximate hours per week: _____

Comments:

Contact Person (Assigned advocate or counselor): _____

Certification: _____ Date: _____

Progress Report forms are to be submitted to Carol Walberg, Careerworks Analyst at 1040 Emeline, Santa Cruz, CA 95060 within fifteen days after the end of each report month. Copies of Progress Reports will be forwarded to the assigned ETS to be used to assess participant activity levels.

\\Hrafsno\data\Cw00\Contract Boilerplates\CareerWorksExamples\Defensa\DAProgressReport.doc

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/14/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Mountain Community Resources, 231 Main St. Ben Lomond, CA 95005 (Name/Address)
2. The agreement will provide Information and Referral services to county programs and services.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 23,333 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: R. Brown x 4837

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03 . Page CC-_____ Contract No: 20668-01 OR ☐ 1st Time Agreement
- ☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be
CC-11

Contract No: 20668-01
By: [Signature] Date: 8/14/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

ADM - 29 (8/01)
Title I, Section 300 Proc Man

State of California

County of Santa Cruz

[Signature] 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 Office by an order duly entered in the minutes of said Board on 8/27/02

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO. 8
Document No. JE Amount Lines H/TL Keyed By Date

TC: 10
Auditor Description Amount Index Sub object User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Mountain Community Resources, PO Box 105, 231 Main St., Ben Lomond, CA, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide information and referral services related to County programs and services, as described in Scope of Work, attached hereto and incorporated herein by reference.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

By reimbursement for costs incurred, as specified in the Budget, attached hereto and incorporated herein by reference, not to exceed \$23,333. Budget modifications may be made by the contractor, not to exceed 10% of the total budget without prior written approval by the Human Resources Agency.

Submit invoice for payment to:

Human Resources Agency
Attn: HRA Fiscal – Accounts Payable
P.O. Box 1320
Santa Cruz, CA 95061

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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 CONTRACTORS 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 security and payroll tax withholding).

6. **INSURANCE.** 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$100,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1020 Emeline Ave.
Santa Cruz, CA 95060
Attn: Renee Brown

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1020 Emeline Ave.

Santa Cruz, CA 95060
Attn: Renee Brown

7. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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 CONTRACTORs 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. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. **RETENTION AND AUDIT OF RECORDS.** 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. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
13. **HELPSCC WEB LINK.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide a link to the HelpSCC web site (www.helpscc.org).
14. **ATTACHMENTS.** This Agreement includes the following attachments:
- "A" Budget
 - "B" Scope of Work
 - "C" County Provisions
 - "D" Assurance of Compliance
16. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

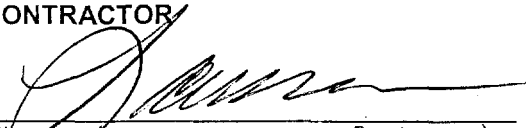
This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:


"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

By: 
Signed
: Laurel Wilson
Printed

3. COUNTY OF SANTA CRUZ

By: 
Signed
: Cecilia Espinoza
Printed

Company Name: Mountain Community Resources

Address: PO Box 105, 231 Main St.

Ben Lomond, CA 95005

Telephone: (831) 336-8895

2. APPROVED AS TO INSURANCE:

By:  7-18-2002
Risk Management

4. APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION: Human Resources Agency
County Administrative Office
Contractor

MOUNTAIN COMMUNITY RESOURCES 02/03

Fiscal Year: **2002-2003**

Program: **Information and Referral**

EXPENSES

Basic Account Codes	Total Agency Budget FY 001/02	Projected Agency Budget FY 02/03	Total Program Budget FY 01/02	Total Program Budget FY 02/03
SALARIES/BENEFITS				
700 Salaries Total	\$496,671	\$407,347	\$19,266	\$19,266
7100 Employee Health/Retirement	\$40,000	\$42,929		
7200 Payroll Taxes	\$49,856	\$47,024	\$2,215	\$2,215
TOTAL SALARIES/BENEFITS:	\$586,527	\$497,300	\$21,481	\$21,481
SERVICES/SUPPLIES				
8000 Contract Fees: Audit/Acctng	\$14,045	\$12,000		
8010 Purchased Services	\$56,545	\$55,380		
8100 Supplies	\$13,500	\$20,175		
8200 Telephone	\$8,500	\$11,275		
8300 Postage & Shipping	\$6,500	\$5,540		
8400 Occupancy Total	\$23,700	\$25,155	\$1,852	\$1,852
8500 Rent/Maintenance of Equip.	\$400	\$400		
8600 Printing & Publications	\$13,450	\$11,870		
8700 Travel & Transportation	\$8,500	\$6,085		
8800 Conferences/Meetings	\$6,500	\$1,000		
8900 Assistance to Individuals	\$8,500	\$8,500		
9000 Membership Dues	\$750	\$591		
9100 Gifts and Awards	\$0	\$0		
9200 Interest Expense	\$0	\$0		
9300 Insurance/Bond	\$8,500	\$8,500		
9400 Miscellaneous (1)	\$37,417	\$33,118		
9600 Dist. Of Program Costs	\$0	\$0		
Payment/Affiliated Orgs	\$0	\$0		
TOTAL SERVICES/SUPPLIES	\$206,807	\$199,589	\$1,852	\$1,852
GRAND TOTAL EXPENSES	\$793,334	\$696,889	\$23,333	\$23,331

(1) This figure reflects fund allocated to build a Reserve Account to ensure MCR's financial stability

(2) In order to adequately compensate the long time Socail Service Aide, all other program cost are provided through other Mountain Community Resources funding streams.

(3) This represnet only the portion of the program funded through this Contract. Acutal program costs exceed \$65,000

Attachment B Scope of Work FY 02/03

Fiscal Year: 02/03 Agency: Mountain Community Resources Program: Information and Referral

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome. Please indicate the number of Service Units to be provided.

MEASURABLE OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	METHODS OF EVALUATING OUTCOMES
Provide information and Referral services for current and potential HRA clients, using a paid Social Service Aide for 26+ hours per week.	Maintain the 27 hours per week work schedule for the existing Social Service aid, to keep the I & R Program open 9:00 to 5:00 every workday.	Ongoing from 7/02 - 6/03	Quarterly reports reflect the number of people served, tracking simple and complex, phone and in-person and unduplicated clients.
Projected number of phone contacts: 450 Projected number of in person contacts: 750 Projected number of unduplicated clients provided with services: 500	Track client contacts, using existing data systems to complete quarterly reports.	Report to HRA on a quarterly basis	Quarterly reports will be evaluated by the assigned HRA analyst
Provide staff backup, vacation coverage and additional support for the Social Services Aid with trained volunteers	Recruit, train and support volunteers as needed.	Ongoing	Program staff will supervise and evaluate the quality of service provided by volunteers.

CONTRACT NO. C10668

Attachment C
County Provisions FY 02103

Fiscal Year: **02/03** Agency: **Mountain Community Resources**
Program: **Information and Referral**

COUNTY PROVISIONS

The COUNTY agrees to adhere to the following provisions:

- A. COUNTY will designate a supervisor-level staff liaison to advise the Social Service Aide and program volunteers about HRA service programs on associated eligibility criteria for various income maintenance and employment service programs.
- B. COUNTY will conduct annual monitoring to review and evaluate CONTRACTOR'S compliance with contract provisions.
- C. County will provide 96 books(24 per quarter) of daily bus passes to Mountain Community Resources for Information and Referral Clients. Written requests for bus pass books are to be submitted to HRA Fiscal Services, **P.O.Box 1320**, Santa Cruz, CA 95060, Attention FK13.

Attachment D

ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

Mountain Community Resources
NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

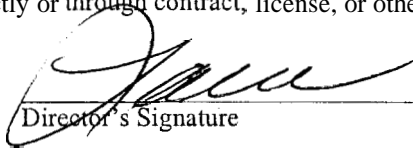
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

7/10/02


Director's Signature

Address of Vendor/Recipient: PO Box 105, 231 Main St., Ben Lomond, CA 95005

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resource Agency (Department)
BY: [Signature] (Signature) 8/7/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and Santa Cruz Transportation Management Association P.O. Box 8425 Santa Cruz, CA 95061 (Name/Address)

2. The agreement will provide Emergency Ride vouchers for Cal Works welfare to work clients

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 25,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: C. Walberg X4067

5. Detail: ☐ On Continuing Agreements List for FY 02-03, Page CC- Contract No: 22639-01 OR ☐ 1st Time Agreement

- ☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

CC-13

Contract No: 22639-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/14/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the

Human Resource Agency

(Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, Susan A. Murrells 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 Office by an order duly entered in the minutes of said Board on 8/27/02

ADM - 29 (8/01)
Title ☒ Section 300 Proc Man

By: Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	B	JE Amount	Lines	H/TL	Keyed By	Date
Document No.						
TC1 ID		\$				
Auditor Description		Amount		Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, **SANTA CRUZ AREA TRANSPORTATION MANAGEMENT ASSOCIATION**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide emergency transportation program services as described in Attachment A: Scope of Work.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. Reimbursement of program costs not to exceed \$25,000 on the basis of suitable monthly Grant Request\Expenditure Reports, approval of project manager and the designated Careerworks Analyst.
- B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.
- C. CONTRACTOR shall submit monthly grant request\expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg, Careerworks Analyst
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.
6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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:

INDEPENDENT CONTRACTOR AGREEMENT

- 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 CONTRACTORS 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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
7. **INSURANCE.** 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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

INDEPENDENT CONTRACTOR AGREEMENT

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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

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Human Resources Agency
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8. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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 CONTRACTORs solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

INDEPENDENT CONTRACTOR AGREEMENT

- 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.
9. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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.

10. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
11. **RETENTION AND AUDIT OF RECORDS.** 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.

INDEPENDENT CONTRACTOR AGREEMENT

12. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
13. **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.
14. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
15. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide link s to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
16. **Energy Assistance:** CONTRACTOR agrees that as part of the services provided pursuant to this agreement, CONTRACTOR shall provide bilingual information on energy assistance programs, and shall also assist with energy assistance applications as appropriate.
17. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

18. **ATTACHMENTS.** This Agreement includes the following attachments:
 - A. SCOPE OF WORK
 - B. BUDGET
 - C. ASSURANCE OF COMPLIANCE ON NONDISCRIMINATION

INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

A. CONTRACTOR

By: 
Carolyn J. O'Donnell, Executive Director

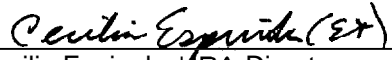
Organization: **Santa Cruz Area Transportation Management Association**

Address: P.O. Box 8425
Santa Cruz, CA 95061

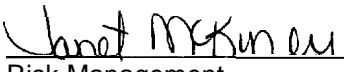
Telephone: (831) 423-6231

Tax ID#:

B. COUNTY OF SANTA CRUZ

By: 
Cecilia Espinola, MRA Director

C. APPROVED AS TO INSURANCE:

By: 
Risk Management

7-18-2002
Date

D. APPROVED AS TO FORM:

By: 
County Counsel

7-30-02
Date

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Consul
Risk Management
Contractor

ATTACHMENT A
SCOPE OF WORK

SANTA CRUZ AREA TRANSPORTATION MANAGEMENT ASSOCIATION
Emergency Ride Program

1. Planned Performance Summary for FY 02-03

- Anticipated number of rides provided: 540
- Anticipated cost for taxi vouchers: \$16,200
- Average cost per ride (Cost of vouchers/rides provided): \$30
- Total Program Cost: \$25,000

2. Project Service Overview

Taxi Vouchers:

Contractor will provide Careerworks Employment and Training Specialists (ETS) with open taxi vouchers, which will be issued to CalWORKs participants who are working and/or participating in employment and training activities, to be used to purchase taxi services. Vouchers are to be used by participants when they need an emergency ride to work (or to return home) or to their approved employment activity. Vouchers will routinely be issued to newly employed participants, especially participants who rely on public transportation, to ensure that they can maintain their work schedule when regular transportation arrangements fail. Cab companies will submit vouchers used by participants for taxi rides to the Contractor for payment processing and service tracking.

Information and Referral

Contract staff will be available by phone (on a call back basis) to provide transportation planning and information and referral services for CalWORKs participants. Written information about community transportation resources will be provided for Career Center Resource Libraries, Network Centers and ETS case managers. Information may also be mailed directly to participants by the Contractor. Contract staff will be available for informational presentations at client workshops and staff meetings on a pre-arranged basis.

On a quarterly basis, Careerworks will provide the Contractor with a listing of eligible participants (with address and phone number and preferred language) for outreach purposes. Additionally, Careerworks will provide a current phone listing of CalWORKs ETS case managers.

3. Authorizing Taxi Vouchers:

Careerworks ETS staff and CalWORKs Recruiters will authorize services and issue taxi vouchers for participants on an as needed basis. Careerworks reserves the right to approve or deny taxi services, based on current WTW program status and service need.

4. **Monitoring**

Contractor will monitor cab company payments and maintain payment records as needed to ensure that CalWORKs funds are used appropriately as authorized. Contractor will also provide Careerworks with copies of cashed vouchers so that Careerworks staff can monitor how participants are using this service.

5. **Project staffing and hours of operation:**

Program Assistant at \$25.00 per hour for 80 hours per year

Contract staff will also be available to provide information and planning services (bilingual and on a call back basis) during the normal business days and work hours.

Staffing and/or business hour changes must be approved by the Careerworks Analyst, based on a written request from the Contractor.

6. **Facilities**

NIAC Building, 333 Front Street, Santa Cruz, CA 95060
Mailing address: P.O. Box 8425, Santa Cruz, CA 95061-8425

7. **Reporting Requirements**

- A. Monthly listing of participants using the vouchers for taxi services, date and cost of service.
- B. Copies of vouchers used by participants during the report month
- C. Monthly Grant Request\Expenditure Reports. Final Grant\Request Expenditure Report for the fiscal year is due by July 30,2003.
- D. Quarterly Service Plan updates and a brief narrative describing outreach and consumer information activities. Final Service plan and narrative report due by August 15,2003.

8. **Proposed Service Plan**

	First Quarter 9/02	Second Quarter 12/02	Third Quarter 3/03	Fourth Quarter 6/03
Anticipated number of taxi voucher rides provided,	135	135	135	135
Total anticipated number of taxi voucher rides (Cumulative)	135	270	405	540

\\Hrfsno\data\Cw00\Contract Boilerplates\CareerWorksExamples\TMA0203\TMASCOPE203.doc

ATTACHMENT B
PROGRAM BUDGET FY 2002-03

Agency: **Santa Cruz Area Transportation Management Association**
Program: **Emergency Ride Program**

SALARIES AND BENEFITS

Salaries Total	2,000.00
Employee Health/Retirement	
Payroll Taxes	400.00
Total Salaries and Benefits	2,400.00

SERVICES AND SUPPLIES

Professional Fees: Audit	
Indep. Prof. Consultants	5,040.00
Supplies	160.00
Telephone	
Postage & Shipping	1,060.00
Occupancy Total	
Rent/Maintenance: Equipment	
Printing & Publications (Reference Bks)	140.00
Travel & Transportation	
Conferences/Meetings	
Assistance to Individuals (Cab rides)	16,200.00
Membership Dues	
Awards and Grants	
Interest Expense	
Insurance/Bond	
Miscellaneous	
Dist. of Program Costs	
Payment/Affiliated Orgs.	
Total Services and Supplies	22,600.00

BUDGET TOTAL	25,000.00
---------------------	------------------

ATTACHMENT C

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

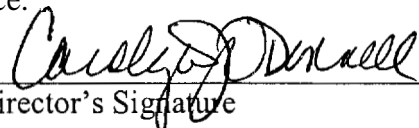
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

8/5/02


Director's Signature

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AW
SCAREAL

DATE (MM/DD/YY)
08/01/02

PRODUCER
BATTISTINI & CANFIELD, LLC
INSURANCE SINCE 1906
901 CENTER STREET
SANTA CRUZ CA 95060
Phone: 831-423-1822 Fax: 831-423-2462

INSUREE
**Santa Cruz Area Transportation
Management Association**
PO Box 8425
Santa Cruz CA 95061-8425

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: **Hartford Insurance Company**
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	57SBAKY5569	03/08/02	03/08/03	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS- COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

All Operations Subject to Policy Limitations and Exclusions.

CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

COUNT-1

COUNTY OF SANTA CRUZ
701 OCEAN STREET
SANTA CRUZ CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **10** DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Blaine C. Brokaw

TO: **Board of Supervisors**
County Administrative Office
Auditor **Controller**

(Department)

8/7/02 (Date)

Revenue Agreement ☐

TC1:0	\$			
Auditor Description	Amount	Index	Sub object	User Code

8

CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, PARENTS CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES AND RESPONSIBILITIES Contractor agrees to exercise special skill to accomplish the following result:
 - A. CONTRACTOR shall provide the services described in Exhibit "A" ("Program Functions and Responsibilities") attached hereto, during the term of this Agreement.
 - B. CONTRACTOR shall submit monthly reports to COUNTY on activities as specified in Exhibit "A" ("Program Functions and Responsibilities") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this contract when CONTRACTOR has not submitted monthly reports to COUNTY within thirty (30) days following the end of a month.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
 - A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "B" (Program Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$154,000 for the period of July 1, 2002 through June 30, 2003.
 - B. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.
3. TERM. The term of this contract shall be July 1, 2002 through June 30, 2003.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS: CONTRACTOR shall keep and maintain accurate records pertaining to its conduct of the program approved under this agreement. Fiscal records shall be available to COUNTY or any

authorized representatives thereof, and CONTRACTOR shall retain records for five years after the expiration of this Agreement unless permission to destroy them is granted by COUNTY. CONTRACTOR agrees to make all fiscal, administrative, programmatic and client records available to the COUNTY Auditor-Controller and the Human Resources Agency upon request, for the purpose of an audit and for verifying CONTRACTOR'S compliance with the terms of this Agreement. CONTRACTOR agrees to comply with any Federal or State audit requirements that may be applicable.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement, except for statistical information not identifying any client. Notwithstanding this provision, CONTRACTOR agrees to provide COUNTY with client records upon request, for the purpose of verifying compliance with this Agreement.
7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 security and payroll tax withholding).
8. INSURANCE. 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts.

This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

- 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, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Human Resources Agency Attn: Jodie Harris
PO Box 1320
Santa Cruz, CA 95061

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency Attn: Jodie Harris
PO Box 1320
Santa Cruz, CA 95061

1. EQUAL EMPLOYMENT OPPORTUNITY. 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 apprenticeship), 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 CONTRACTORs 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 Equal Employment Opportunity 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.

2. INDEPENDENT CONTRACTOR STATUS. 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 (worker's 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.

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 workplace; (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.

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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. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
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13. ATTACHMENTS. This Agreement includes the following attachments:
- "A" Program Functions and Responsibilities
 - "B" Program Budget
 - "C" Assurance of Compliance

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CONTRACTOR

COUNTY OF SANTA CRUZ

By: [Signature] Pelia Goeckermann By: Cecilia Espinoza (et)

Address: 530 Soquel Ave.

Santa Cruz, CA. 95062

Telephone: 831-462-7322

Tax ID #: 94-2300871

APPROVED AS TO INSURANCE:

By: [Signature] 7-27-2002
Risk Management

APPROVED AS TO FORM:

By: [Signature] 7-30-02
County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Parents Center

\\HRAFSNORTH\DATA\SS00\SA00\JODIE\Parents Center\Title IVE 00-02.doc

Exhibit A
PROGRAM FUNCTIONS AND RESPONSIBILITIES

CHILD WELFARE SERVICES

PARENTS CENTER, INC.

Under this Agreement, the Parents Center, Inc. agrees to the following:

- A.** Comply with the most current version of the Santa Cruz County "Standards of Accessibility for Latino Services" as provided by the Human Resources Agency.
- B.** Coordinate with Family and Children's Services (FCS) Division staff to develop measurable outcomes for contracted Child Welfare Services Program activities.
- C.** Provide monthly reports, which identify activities performed, and quantities of services provided (e.g. number of clients served, hours of service provided), in each of the program services components.
- D.** Provide the following scope of bilingual services in both north and south County in each of the program services component:
 - 1.** The **Support Services Component** will be used as a support service by Human Resources Agency (HRA) Child Welfare staff that will refer clients to the contract agency for services to parents and children to prevent abuse or neglect of children at risk. Contractor will provide 160 hours of support services such as those services listed below which HRA social workers, as part of the case plan, may request of CONTRACTOR staff:
 - (a) Supervise visits between Child Welfare Services children and parents.
 - (b) Encourage and teach clients to use appropriate community resources.
 - (c) Transportation when necessary in connection with the duties listed above.
 - (d) Teaching and Modeling parenting skills.
 - 2.** In the **Specialized Counseling Component**, CONTRACTOR will provide a high level of professional counseling to HRA referred clients who have been assessed as having physically or sexually abused their child(ren), or whose behavior has resulted in serious neglect of the child(ren), or parents for whom the potential for such behavior exists. The CONTRACTOR will provide **individual, family, and group counseling services as well as parenting classes** to all appropriate clients referred by HRA Child Welfare Services staff. CONTRACTOR will provide **a minimum of 240 hours per month** of group and /or individual counseling and/or parenting classes including assessment and all required collateral contacts and documentation activities.

For clients who have a **significant substance abuse problem** as identified in the CPS case plan, CONTRACTOR is responsible to ensure that appropriate **substance abuse assessment and outpatient treatment services** are provided by staff with

professional expertise in the area of chemical dependency. Parents Center may arrange for these services to be provided through a subcontractor.

For clients who have **mental illness**, CONTRACTOR will coordinate with CPS, Community Mental Health Services, and other service providers as appropriate, to assist in accessing appropriate and available **mental health services and support services** to supplement the services provided by Parents Center

3. In the **Protective Services Hotline Component** CONTRACTOR will provide personnel and equipment necessary to operate a Protective Services Crisis Line service from 5:00 p.m. to 8:00 a.m. Monday through Friday, weekends from 5:00 p.m. Friday to 8:00 a.m. Monday, and all County observed holidays. The service will be available toll free to all residents of Santa Cruz County. The CONTRACTOR will provide immediate screening and referral to HRA Child Welfare Services as well as telephone counseling to prevent child abuse or neglect.
- E. CONTRACTOR will provide services to all clients referred by HRA Child Welfare Services (CWS) staff. Initially, Parents Center will conduct a face-to-face assessment to determine the client's willingness and ability to participate in services. Parents Center will not refuse services to any client referred by HRA without first conducting such an assessment and reporting to the CWS social worker the reason for refusal of services. Parents Center will subcontract with other appropriate service providers in the community for direct services that the Parents Center cannot provide.
- F. CWS social workers are the primary case managers for clients receiving services under this contract. Parents Center will coordinate with CPS social workers to assess individual client needs and determine the appropriate array of services to be provided to each client. Client needs for specialized services, including substance abuse and mental health services, will be identified in the CPS case plan, and Parents Center is responsible for ensuring that services under this Agreement are provided in accordance with the CPS case plan.
- G. Parents Center will hold regularly scheduled case conferences with Child Welfare Services staff to coordinate services, develop joint service plans, and resolve any disagreements regarding the provision of services to clients under this Agreement.
- H. For each case served under this Agreement, CONTRACTOR shall provide a monthly verbal progress report to the CWS social worker as well as a quarterly written report. The written report shall adhere to the reporting format that is provided to the contractor by Child Welfare Services.

EXHIBIT "B"
PROGRAM BUDGET
Parents Center FY 02/03

SALARIES/BENEFITS

Salaries	91,448
Workers Comp	9,433
Health Insurance	12,214

TOTAL SALARIES/BENEFITS	773,095
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SERVICES/SUPPLIES

Audit	1,400
Prof. Services (CRISIS LINE)	14,400
Supplies: Office	1,800
Supplies: Program	1,300
Telephone	4,800
Postage	300
Rent	8,400
Utilities	1,200
Maint. Of Equip.	1,680
Printing	600
Travel	2,200
Training	1,025
Insurance	1,800
Misc.	
Equipment	
Advertisina	

TOTAL SERVICES/SUPPLIES	40,905
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TOTAL BUDGET	754,000
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EXHIBIT C
ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY

NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 7/30/02


Director's Signature

Address of Vendor/Recipient: 530 Soquel Ave.
Santa Cruz, CA. 95062

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/6/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and Community Action Board, 501 Soquel Ave, Suite E Santa Cruz CA 95062 (Name/Address)

2. The agreement will provide Pre-Employment Technical Training for Non-Traditional occupations

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 315,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Rmarks: W-9 on file Contact: C. Walbera X4067

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC- Contract No: 21776-01 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 21776-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/14/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date:

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

Susan H. Marmola
I, Susan H. Marmola, 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27/02

ADM - 29 (8/01)
Title Section 300 Proc Man

By: [Signature]
Deputy Clerk

AUDITOR/CONTROLLER USE ONLY

CO	\$	Document No.	JE Amount	Lines	H/TL	By	Date
TC110	\$						
Auditor Description			Amount		Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July , 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, **COMMUNITY ACTION BOARD**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide emergency transportation program services as described in Attachment A-1 and Attachment A-2: Scope of Work.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

A. Reimbursement of program costs not to exceed \$315,000 on the basis of suitable monthly Grant Request\Expenditure Reports, approval of project manager and the designated Careerworks Analyst.

B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

C. CONTRACTOR shall submit monthly grant request\expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg, Careerworks Analyst
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.

6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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:

INDEPENDENT CONTRACTOR AGREEMENT

- 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 CONTRACTORS 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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
7. **INSURANCE.** 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 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 CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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

INDEPENDENT CONTRACTOR AGREEMENT

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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

8. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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.

INDEPENDENT CONTRACTOR AGREEMENT

- 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.
9. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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.

10. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
11. **RETENTION AND AUDIT OF RECORDS.** 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.

INDEPENDENT CONTRACTOR AGREEMENT

12. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
13. **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.
14. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
15. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide link s to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
16. **Energy Assistance:** CONTRACTOR agrees that as part of the services provided pursuant to this agreement, CONTRACTOR shall provide bilingual information on energy assistance programs, and shall also assist with energy assistance applications as appropriate.
17. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____.

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

18. **ATTACHMENTS.** This Agreement includes the following attachments:
 - A-1 SCOPE OF WORK
 - A-2 SCOPE OF WORK
 - B. BUDGET
 - C. ASSURANCE OF COMPLIANCE ON NONDISCRIMINATION

INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

A. CONTRACTOR

By: 


Organization: **Community Action Board of Santa Cruz County Inc.**

Address: 501 Soquesl Avenue, Suite E
Santa Cruz, CA 95062

Telephone: (831) 457-1741

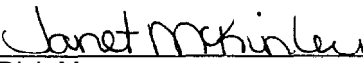
Tax ID#: 94-2523780

B. COUNTY OF SANTA CRUZ

By: 

Cecilia Espinola, HR Director

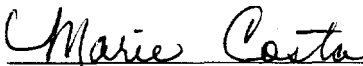
C. APPROVED AS TO INSURANCE:

By: 

Risk Management

7-18-2002
Date

D. APPROVED AS TO FORM:

By: 

County Counsel

7-30-02
Date

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Consul
Risk Management
Contractor

ATTACHMENT A-1
SCOPE OF WORK

COMMUNITY ACTION BOARD -WOMEN VENTURES PROJECT
Pre-Employment Technical Training for Non Traditional Occupations

1. Planned Performance Summary for FY 02-03

- Planned number of participants served: 16
- Planned number of training completions: 12
- Planned number of placements (entered employments): 8 or 66% of participants who complete training.
- Planned employment at 90 days after project completion: 6 or 75% of participants who complete training and enter employment.
- Average wage at placement \$11.00/hr
- Total Program Cost: \$40,000
- Cost per Placement: \$5,000

2. Project Service Overview

The Contractor will implement a pre-employment technical training program for CalWORKs participants interested in pursuing non-traditional occupations. The project will serve 16 CalWORKs Welfare to Work participants assigned to either Post-Assessment Vocational Training (VTR) or Pre-Assessment Job Services (JCL). Contractor plans to provide 150 hours of pre-employment training activities for 12 participants that complete the four, four-week sessions throughout the year. In addition, Contractor will provide 10 hours of case management and supportive services for each participant who completes the training program, including employment follow up services.

3. Project Referrals and Recruitment:

Eligible participants will be referred by Careerworks ETS staff or recruited from the general Welfare to Work population by the Contractor. If a participant is recruited by the contractor rather than referred by a Careerworks ETS, Contractor will contact the assigned Careerworks ETS before providing services to certify eligibility and appropriateness of the assignment. Careerworks reserves the right to approve or deny project services based on previous participant assessment results, current WTW program status and/or the suitability of the training assignment.

On a quarterly basis, and upon request, Careerworks will provide a listing of eligible Welfare to Work participants (with address and phone number), for recruitment purposes. Additionally Careerworks will provide a current phone listing of Careerworks ETS staff.

The Contractor is encouraged to attend ETS staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with Careerworks ETS staff. A Senior ETS in both North and South County will be assigned as a service liaison to facilitate this process.

4. Training Curriculum Description and Outcomes:

Pre-employment training in non-traditional occupations, focusing on the building trades, transportation and public safety fields. Training includes career exploration, hands-on technical training, physical conditioning, math skills development and job readiness and job search activities.

To successfully complete the training program, participants must complete 150 hours of training, complete the program curriculum workbook and required job search activities.

5. Post Training Follow Up Activities

Contractor will remain in contact with each participant for 90 days after training completion to provide employment and retention case management services, obtain current employment status information and to obtain participant project evaluations.

Placement (employment status) information required by Careerworks includes: Job Title, Employer, Hours per week, and hourly wage rate.

6. Client Assistance and necessary supportive services (ancillary payments).

Client Assistance funded by and provided by the contractor will include such items and services as assistance with food during the training program, assistance with court referral community service hour fees, and miscellaneous DMV fines that prevent the participant from obtaining their driver's license.

Client Assistance (necessary supportive services) to be provided by Careerworks includes such required tools, calculators, work boots and clothing, union dues, DMV license fees (not fines) and membership to the YMCA for physical conditioning training. The anticipated cost for Careerworks provided supportive services is anticipated at \$500.00 per participant. Upon request, the assigned Careerworks ETS will authorize necessary supportive services and arrange for payment or reimburse must to the participant or CAB. CAB will assist the participant to complete required Careerworks forms and obtain backup documentation (receipts, invoices, etc) as requested by the Careerworks ETS.

7. Participant Monitoring

Contractor will monitor project participation as follows:

- A. Contractor will observe and monitor participant training program attendance and participation on a daily basis and inform the assigned ETS when attendance and progress problems arise.

- B. Contract staff will meet with participants, Careerworks ETS staff, and instructors as needed (Case conferences) to evaluate training progress and identify participant service needs.

8. **Project staffing (to be charged to this contract) and hours of operation:**

1 FTE Program Director @ \$18.55 per hour, average of 12.26 hours per week, 52 weeks per year.

1 FTE Case Manager/Job Developer @ \$15.49 per hour, average of 12.02 hours per week, 52 weeks per year.

The project also employs the services of various consultants for the training component, which are specified in the program budget as Individual Professional Consultants.

Contract will provide up to four, four- week training sessions throughout FY 02-03. Exact training session times and dates will be provided to Careerworks in advance of each session.

Service hour or staffing changes require a written request and approval by the assigned Careerworks Contract Analyst.

9. **Facilities and location of training activities:**

Contractor will provide training at a variety of locations throughout the County, including classes at the Watsonville CAB office at 406 Main Street, Suite 202, the CAB workshop facility at 3835D Carriker Lane in Soquel, the Watsonville YMCA and in Cabrillo College classrooms.

10. **Reporting**

Required reports includes:

- A. Individual participant completion reports and a summary listing for Careerworks, within 10 days after the end of each session.
- B. Quarterly Service Plan updates.
- C. Quarterly Placement Reports, which includes each participant's, name, SSN, Job Title, Employer, scheduled hours per week, and an hourly wage rate.
- D. A final follow-up placement report (with 90 day employment information) is to be submitted to Careerworks by September 30, 2003.

Proposed Service Plan

	First Quarter 9/02	Second Quarter 12/02	Third Quarter 3/03	Fourth Quarter 6/03
Planned Enrollees	4	4	4	4
Total Planned Enrollees (Cumulative)	4	8	12	16
Planned Completions	3	3	3	3
Total Planned Completions (Cumulative)	3	6	9	12
Planned Placements (Entered employments)	2	2	2	2
Total Planned Placements (Cumulative entered employments)	2	4	6	8
Employed at 90 days after training completion	2	1	2	1
Total Employed at 90 days after training completion.	2	3	5	6

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ATTACHMENT A-2
SCOPE OF WORK

COMMUNITY ACTION BOARD -CALWORKS EMERGENCY PAYMENT PROJECT

1. Planned Performance Summary for FY 02-03

- A. Estimated number of participants served: 300 (unduplicated)
- B. Estimated number of emergency payments issued: 500
- C. Estimated number of participants receiving consumer assistance services: 125
- D. Anticipated amount of emergency payments (client assistance expenses): \$222,947
- E. Anticipated operational costs (staffing + operations less client assistance): \$52,053
- F. Anticipated cost per payment transaction: \$104 (E divided by B)
- G. Cost per participant: \$174 (E divided by A)

2. Project Service Overview

CalWORKs participants often need emergency payments for necessary supportive services and items of need, that cannot be processed timely, using the standard County purchasing and disbursement procedures. Participants in emergency situations also may need guidance and assistance dealing with merchants, mechanics, service providers and/or landlords to negotiate purchases or to arrange for services. Additionally, participants often need assistance with understanding purchase agreements and service agreements and obtaining accurate and complete invoices and receipts as required by Careerworks. This is an especially critical for participants in crisis who may lack experience handling routine business transactions and for participants with limited English or reading skills.

The Contractor will provide emergency supportive service payments for up to 300 participants in FY 02-03 as authorized by Careerworks. On an as needed basis, Contractor will assist CalWORKs participants to select appropriate vendors and arrange for services. Contractor may also contact potential vendors to discuss service arrangements, to verify that the payment is forthcoming and to obtain required invoices and receipts. Also Contractor may provide participants with information about food banks, rental assistance programs, energy assistance programs, or legal and consumer advocacy services. Contractor will arrange to reimburse the client or pay the vendor and will provide Careerworks with detailed payment reports (Access or Excel format) on a quarterly basis. CAB anticipates making 500 payments and disbursing up to \$222,947 on behalf of participants in FY 2002-03. CAB expects to provide consumer assistance services for up to 125 participants in the coming year.

3. **Emergency Transportation Services Program** **Payment of Supportive Services**

Payment Authorizations

Career Works will authorize all payments for participant supportive services and FAX information to CAB on the approved authorization form, along with copies of invoices and receipts. A designated Careerworks Senior ETS will review and approve all CAB payment requests. Additionally, requests for housing related expenses must pre-approved by Careerworks management. Authorizations that are received by CAB before 12:00 AM on normal business days will be ready for disbursement the following workday. Authorizations, received later than 12:00 **AM** will be ready for disbursement within 2 working days. Whenever feasible, checks will be made payable to the service provider, landlord or vendor rather than the participant. Checks may only be made payable to the participant, as a reimbursement, after suitable backup documentation (receipts) have been received by CAB. CAB will coordinate with Career Works and/or the individual participants to arrange for check pick up at the CAB office or the Career Center at 18 West Beach Street. Exceptions to these payments procedures may be approved on a case-by-case basis, as requested by Careerworks management. When exceptions are made and funds are advanced directly to the participant, Careerworks staff will coordinate with the Contractor to obtain receipts or sworn statements from the participant in order to avoid overpayments or disallowed costs. North County checks will be released at the CAB office at 501 Soquel Avenue in Santa Cruz. South County checks will be released at the 18 West Beach Career Center, with assistance from Career Center Front Door staff.

Consumer Assistance Services.

On an as needed basis, Contractor will provide assistance to the participant with arranging payment and may also assist the participant to access community services as needed to resolve financial and/or legal difficulties. Contractor will track the number of participants receiving consumer assistance services and contact the assigned ETS when concerns or issues arise that require follow up counseling.

The Contractor is encouraged to attend ETS staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with Careerworks ETS staff. A Senior ETS in both North and South County will be assigned as a service liaison to facilitate the coordinate of Contract services.

4. **Project staffing and hours of operation:**

.75 FTE Program Coordinator @ 18.00 per hour, 30 hours per week, 52 weeks per year. (Program Coordinator works 40 hours per week, but 10 hours per week are charged to another funding source.)

CAB services are available for Careerworks staff and participants from 9 to 12 and 1 to 5

on normal working days. A request in writing is to be submitted to and approved by the Career Works Analyst to change program staffing levels (hours and wages), program service hours or check disbursement arrangements.

5. **Reporting**

- A. Monthly Grant Request and Expenditure Reports with a list of participants receiving payments during the month. Listing should include SSN and payment amounts and a brief description of the item or service purchased.
- B. Quarterly Service Plan updates (Format will be provided by Careerworks). Quarterly reports are due 30 days after the end of each quarter.
- C. Quarterly payment detail reports in Excel or Access format.

6. **Proposed Service Plan**

Quarter	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Estimated number of participants receiving payments	75	75	75	75
Estimated cumulative number of participants receiving payments. *	75	150	225	300
Estimated number of payments	125	125	125	125
Cumulative estimated number of payments. (YTD)*	125	250	375	500
Anticipated amount to be disbursed (per quarter)	55,736	55,736	55,736	55,739
Cumulative anticipated amount to be disbursed. (YTD) *	55,736	111,472	167,208	222,947
Anticipated number of participants receiving consumer assistance services.	31	31	31	32
Cumulative number of participants receiving consumer assistance services*	31	63	93	125

* Year to date cumulative totals.

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ATTACHMENT B
PROGRAM BUDGET FY2002-03

Agency: Community Action Board:
Program: Careerworks Emergency Payment and Women's Venture Projects

	Women's Venture	Emergency Payment	Total
SALARIES AND BENEFITS			
Salaries Total	\$21,508.00	\$27,163.00	\$48,671.00
Employee Health/Retirement	\$2,831.00	\$3,285.00	\$6,116.00
Payroll Taxes	\$1,786.00	\$2,705.00	\$4,491.00
Total Salaries and Benefits	\$26,125.00	\$33,153.00	\$59,278.00
SERVICES AND SUPPLIES			
Professional Fees: Audit			
Indep. Prof. Consultants	\$3,500.00		\$3,500.00
Supplies	\$900.00	\$300.00	\$1,200.00
Telephone	\$750.00	\$300.00	\$1,050.00
Postage & Shipping	\$100.00	\$250.00	\$350.00
Occupancy Total		\$675.00	\$675.00
Rent/Maintenance: Equipment			\$0.00
Printing & Publications	\$175.00	\$200.00	\$375.00
Travel & Transportation	\$2,000.00	\$675.00	\$2,675.00
Conferences/Meetings			\$0.00
Assistance to Individuals	\$1,300.00	\$222,947.00	\$224,247.00
Membership Dues	\$50.00		\$50.00
Awards and Grants			
Interest Expense			
Insurance/Bond	\$300.00		\$300.00
Miscellaneous			
Dist. of Program Costs	\$4,800.00	\$16,500.00	\$21,300.00
Payment/Affiliated Orgs.			
Total Services and Supplies	\$13,875.00	241847	\$255,722.00
BUDGET TOTAL	\$40,000.00	275000	\$315,000.00

ATTACHMENT C

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (1), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

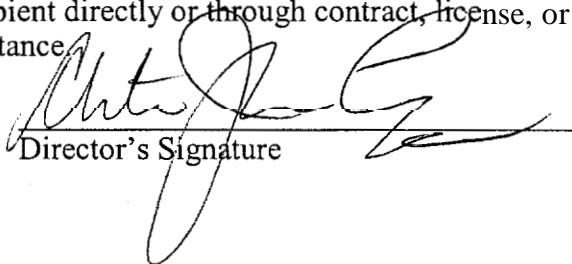
BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

9/31/07

Director's Signature



ORD™ CERTIFICATE OF LIABILITY INSURANCE

06/14/2002

87

& NELSON/HARBERT INS. X
1295

SANTA CRUZ, CA 95061
PENBACH

COMMUNITY ACTION BOARD OF SCC,
501 SOQUEL AVE., SUITE 2
SANTA CRUZ, CA 95062
CAB CONTRACTS - JOEL

COMM00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

INSURERS AFFORDING COVERAGE

INSURER A: NONPROFITS' INSURANCE ALLIANCE

INSURER B: NONPROFITS' INSURANCE ALLIANCE

INSURER C: STATE COMPENSATION INSURANCE F

INSURER D: ALLIED MUTUAL INS CO

INSURER E:

ES

THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED HEREIN. THE COVERAGE, DURATION, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE IS ISSUED, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
LIABILITY	2002-00234NPC	01/01/2002	01/01/2003	EACH OCCURRENCE \$ 1,000,000
COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1,000,000
CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 1,000,000
				PERSONAL & ADV INJURY \$ 1,000,000
				GENERAL AGGREGATE \$ 2,000,000
				PRODUCTS - COMP/OP AGG \$ 2,000,000
AGGREGATE LIMIT APPLIES PER CY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				
BILE LIABILITY	2002-00234AUTOS	01/01/2002	01/01/2003	COMBINED SINGLE LIMIT \$ 1,000,000
AUTO				EA accident
OWNED AUTOS				BODILY INJURY \$
EDULED AUTOS				(Per person)
3 AUTOS				BODILY INJURY \$
OWNED AUTOS				(Per accident)
				PROPERTY DAMAGE \$
				(Per accident)
LIABILITY				AUTO ONLY - EA ACCIDENT \$
AUTO				OTHER THAN EA ACC \$
				AUTO ONLY AGG \$
LIABILITY				EACH OCCURRENCE \$
JR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
				\$
ACTIBLE				\$
ATION \$				\$
COMPENSATION AND (S) LIABILITY	1611702-02	01/01/2002	01/01/2003	WC STATU- TORY LIMITS \$ 1,000,000
				OTH- EB \$ 1,000,000
				E.L. EACH ACCIDENT \$ 1,000,000
				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
				E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	BD 79 0 0579276	03/28/2002	03/28/2003	AGGREGATE 1,000,000
CITY BOND				

OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE CITY OF SANTA CRUZ, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE NAMED ADDITIONAL INSURED, AS THE OPERATION OF THE ABOVE NAMED INSURED.

HOLDER	ADDITIONAL INSURED, INSURER LETTER	CANCELLATION 10-Day Notice for Non-Payment of Premium
HUMAN RESOURCES AGENCY COMMUNITY PROGRAMS COUNTY OF SANTA CRUZ 000 EMELINE AVE. SANTA CRUZ, CA 95060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. NO CANCELLATION WILL BE EFFECTIVE UNTIL 30 DAYS AFTER THE DATE OF THE WRITTEN NOTICE. AUTHORIZED REPRESENTATIVE

(7/97)

ACORD CORPORATION 1988

(831)457-0617

CAB Santa Cruz

JUL 11 02 11:03a

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/7/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and Community Bridges (Name/Address)

2. The agreement will provide ABC services and occupancy support for La Manzana Community
Resources Center.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 27,357 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: E. Bidman X7552

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: 21918 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in C21918-03 392100/4080 \$12,957 - 83
C21918-04 392100/3810 \$14,400 - 84 (Index) (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 21918-03/04
By: [Signature] Date: 8/14/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date _____ By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27 2002

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ \$ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC10 _____ \$ _____
Auditor Description Amount Index Sub object User Code

**AMENDMENT #4 TO AGREEMENT
ANSWERS BENEFITING CHILDREN PROJECT**

The County of Santa Cruz, by and through the Human Resources Agency, hereinafter referred to as "COUNTY" and COMMUNITY BRIDGES (FOOD & NUTRITION SERVICES, INC.), hereinafter referred to as "CONTRACTOR", hereby amend contract number 91918 which provides Answers Benefiting Children (ABC) services from July 1, 1999 through June 30, 2002. The purpose of this amendment is to 1) extend the term of the contract to June 30, 2003; and, 2) modify the contract budget to incorporate the FY 2002/2003 budget in the amount of \$27,357. All other provisions of said contract shall remain the same.

(A) Paragraph 2. is amended to read:

TERM OF AGREEMENT: This agreement shall become effective as of July 1, 1999 and shall continue in effect through June 30, 2003, unless sooner terminated in accordance with paragraph 18.

(B) Paragraph 3.A. is amended to read:

3. **BASIS OF PAYMENT**

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the Human Resources Agency in accordance with Exhibit "A" (Budget), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement.

(C) Exhibit "A" (Budget) is amended as attached.

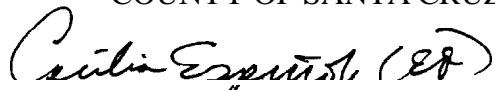
Initials:
CONTRACTOR/COUNTY

SIGNATURE PAGE

DATED: _____

DATED: 8/5/02

COUNTY OF SANTA CRUZ

By: 
Human Resources Agency Administrator


CONTRACTOR

By: _____
Contractor's Authorized Representative
Sam Storey, Executive Director

Typed Name/Title
Community Bridges, Inc.

Organization
236 Santa Cruz Avenue

Address
Aptos, CA 95003

City State Zip
(831) 688 - 8840 ext. 240

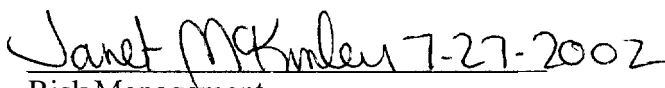
Phone
94-266-2950

Tax ID #

APPROVED AS TO FORM:

 7-30-02
County Counsel

APPROVED AS TO INSURANCES:

 7-27-2002
Risk Management

Distribution: Auditor-Controller
Contractor

N:\Contracts\FY_02-03\Administration\ABC\CB AMEND#4 FY02-03.DOC

EXHIBIT A
FY 2002/2003 BUDGET

Agency: Community Bridges
Program: Answers Benefiting Children Project

<u>Line Item Description</u>	<u>Amount</u>
Occupancy total (service provider rent, custodial, security @ La Manzana FRC)	24,061
Indirect Costs (grantee allocated @ 13.7%)	<u>3.296</u>
TOTAL CONTRACT AMOUNT	<u><u>27,357</u></u>

Initials: 
CONTRACTOR/COUNTY

SCOPE OF WORK PLAN - FY 2002-03

EXHIBIT B

mmu B

gram: An B

AB

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome.

GOAL 1: Implement a Family Resource Center to provide center-based services.			
OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	EVALUATION OF PROGRESS
Objective 1: Maintain facility in which C/ABC programs operate	1. a. In collaboration with, and on behalf of, ABC service providers, negotiate occupancy agreements for FRC facilities. 1. b. Administer rental payments and agreements on behalf of ABC service providers	Ongoing 7/1/02 – 6/30/03	Active lease agreement with landlord and tenants; Equipment inventory
Objective 2: Maintain FRC staff.	2. a. Maintain IFTE FRC Director 2. b. Maintain FRC staffing structure, filling any positions as they become vacant.	Ongoing 7/1/02 – 6/30/03	Timecards for all staff
Objective 3: Maintain FRC center-based services.	3. a. Coordinate scheduling of FRC activities and provide administrative support to the Center. 3. b. Maintain existing services and develop new ones to address need in the community.	Ongoing 7/1/02 – 6/30/03	Schedule of FRC activities. Report quarterly. Listing of services and activities available at the center.
Objective 4: Maintain FRC consumer/community based governance/advisory system.	Hold a minimum of one meeting of community advisory members and/or Leadership Team every month.	Minimum 7 meetings between 7/1/02 and 6/30/03	Meeting agendas and sign in sheet

IN: ADMINISTRATION OF THE SCOPE OF WORK EXHIBIT B SCOPE OF WORK 02-03.doc

Initials:  / 
CONTRACTOR/COUNTY

POLICY NUMBER:

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART

With respect to Coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name of Person or Organization:

County of Santa Cruz
Human Resources Agency
ATTN: Teresita Hinojosa-Pereira
1000 Emeline Avenue
Santa Cruz, CA 95060

A. WHO IS AN INSURED is amended to include as an "Insured" the person or organization shown in the Schedule as an Additional Insured. The coverage afforded to the Additional Insured is solely limited to liability specifically resulting from the conduct of the Named Insured which may be imputed to the Additional Insured. However, the naming of the person or organization shown in the Schedule as an Additional Insured does not increase or alter the Limit of Insurance nor the scope of coverage of this policy.

B EXCLUSIONS

This insurance does not apply to:

1. "Bodily injury" or "property damage" for which the Additional Insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for

damages that the Additional Insured would have in the absence of the contract or agreement.

2. "Bodily injury" or "property damage" arising out of the use of your "products" or work you performed for the Additional Insured.

3. "Property damage" to:

- a. Property owned, used or occupied by or rented to the Additional Insured.
- b. Property in the care, custody or control of the Additional Insured for any purpose of exercising physical control.

- C. Any coverage provided by this policy shall be excess only, over any other valid and collectible insurance which would apply in the absence of this policy. However, this policy shall not be excess over any policy written as specific excess.

Certificate holder is named as additional insured as respects liability only for all California operations performed by our insured at all locations under contract with certificate holder. RE: Santa Cruz County Grant/Funding Source.

IMPORTANT

If the certificate holder ~~is~~ **is** an ADDITIONAL INSURED, the policy(ies) must be **endorsed**. A statement on this **certificate** ~~does~~ **does** not confer **rights** to the **certificate** holder in lieu of such **endorsement(s)**.

If SUBROGATION IS WAIVED, **subject** to the **terms and conditions** of the policy, **certain policies** may **require** an endorsement. A statement on this **certificate** **does** not confer **rights** to the **certificate** holder in lieu of such **endorsement(s)**.

DISCLAIMER

The Certificate of insurance on the reverse side of this ~~form~~ **form** does not **constitute a** contract between the **issuing insurer(s)**, authorized **representative** or **producer**, and the **certificate** holder, nor **does it** *affirmatively* or **negatively** amend, **extend or alter** the coverage **afforded** by the **policies** listed thereon.

Form **W-9**
(Rev. January 2002)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name
COMMUNITY BRIDGES

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶ **Nonprofit.....**

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)
236 Santa Cruz Ave.

City, state, and ZIP code
Aptos, CA 95003

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

or

Employer identification number

9 4 2 4 6 0 2 1 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

7/24/02

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments after December 31, 2001 (29% after December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

FROM

FAX NO. :

Jul. 30 2002 01:32PM P3

Client#: 3751

COMMUBRID

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
06/28/02

PRODUCER

Commercial Lines Unit
ABD Insurance & Financial Services
820 Bay Avenue, Suite 111
Capitola, CA 95010-2165

INSURED

Community Bridges
236 Santa Cruz Avenue
Aptos, CA 95003

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NIAC
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	200201109NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	200201109UMB	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Fidelity Bond Empl. Dishonesty	57BDDAI4006	07/01/02	07/01/03	\$300,000 Blanket Limit \$3,000 Ded. Continuous

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate holder is named as additional insured as respects liability only for all California operations performed by our insured at all ((See Attached Descriptions))

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment

County of Santa Cruz
Human Resources Agency
ATTN: Teresita Hinojosa-Pereira
1000 Emeline Avenue
Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~FOR FAX OR MAIL TO THE ISSUING INSURER~~
~~FOR FAX OR MAIL TO THE ISSUING INSURER~~
~~FOR FAX OR MAIL TO THE ISSUING INSURER~~
AUTHORIZED REPRESENTATIVE

DESCRIPTIONS (Continued from Page 1)

ocations under contract with certificate holder. RE: Santa Cruz County
rant/Funding Source.

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: **Board of Supervisors**
county Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: Theresa Heas (Signature) 7/6/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and Walnut Ave. Women's Center, 303 Walnut Ave. Santa Cruz, CA 95060 (Name/Address)

2. The agreement will provide Domestic Abuse Intervention Services

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 25,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact: C. Walberg X4067

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03, Page CC- Contract No: 22574 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not CC-13

Contract No: 22574
By: Kaylar Date: 8/14/02

Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date:

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

Susan A. Mammelle 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27/02 2002

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUCTOR-CONTROLLER USE ONLY

CO \$
Document No. JE Amount Lines H/TL Keyed By Date

TC110 \$
Auditor Description Amount Index Sub object User Code

8

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, **WALNUT AVENUE WOMEN'S CENTER** hereinafter call the CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):
Provide domestic abuse and intervention services as described in Attachment A: Scope of Work.
2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
 - A. Reimbursement of program costs not to exceed \$25,000 on the basis of suitable monthly Grant Request\Expenditure Reports, approval of project manager and the designated Careerworks Analyst.
 - B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.
 - C. CONTRACTOR shall submit monthly grant request/expenditure form for payment and documentation of service as defined by the Human Resources Agency within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Carol Walberg, Careerworks Analyst
P.O. Box 1320
Santa Cruz, CA 95061

At a minimum, documentation of service shall include the names and social security numbers of participants served each month, if applicable.
3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.
6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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

INDEPENDENT CONTRACTOR AGREEMENT

death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

7. **INSURANCE.** 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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

INDEPENDENT CONTRACTOR AGREEMENT

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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Human Resources Agency
1040 Emeline Ave
Santa Cruz, CA, 95060
Attn: Carol Walberg, Careerworks Analyst

8. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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

INDEPENDENT CONTRACTOR AGREEMENT

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 CONTRACTORs 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.
9. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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.

10. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 11 **RETENTION AND AUDIT OF RECORDS.** 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,

INDEPENDENT CONTRACTOR AGREEMENT

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.

12. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.
13. **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.
14. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
15. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide link s to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
16. **Energy Assistance:** CONTRACTOR agrees that as part of the services provided pursuant to this agreement, CONTRACTOR shall provide bilingual information on energy assistance programs, and shall also assist with energy assistance applications as appropriate.
17. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY_____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

18. **ATTACHMENTS.** This Agreement includes the following attachments:
 - A. SCOPE OF WORK
 - B. BUDGET
 - C. ASSURANCE OF COMPLIANCE ON NONDISCRIMINATION

INDEPENDENT CONTRACTOR AGREEMENT

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

A. CONTRACTOR

By: Dee O'Brian
Dee O'Brian, Executive Director

Organization: **Walnut Avenue Women's Center**

Address: 303 Walnut Avenue
Santa Cruz, CA 95060

Telephone: (831) 426-3062

Tax ID#: 94-1186197

B. COUNTY OF SANTA CRUZ

By: Cecilia Espinola (X)
Cecilia Espinola, HRA Director

C. APPROVED AS TO INSURANCE:

By: Janet McKinley
Risk Management

7-18-2002
Date

D. APPROVED AS TO FORM:

By: Marie Costa
County Counsel

7-30-02
Date

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Consul
Risk Management
Contractor

ATTACHMENT A
SCOPE OF WORK

WALNUT AVENUE WOMEN'S CENTER - DOMESTIC ABUSE SERVICES

1. Planned Performance Summary for FY 02-03

- A. Anticipated number of CalWORKs participants (parents) receiving Domestic Abuse Intervention Services: **35**
- B. Anticipated number of 8-Week Career Advancement Workshops: **2**
- C. Total Program Cost: **\$25,000**
- D. Cost per Participant (D\C): **\$714**

2. Project Service Overview

Domestic Abuse Intervention Services

Contractor will assess participants referred by Careerworks for service needs, provide crisis intervention services, assist clients with Temporary Restraining Order requests, provide advocacy services related to housing, legal, financial, parenting, and other issues linked to domestic abuse, and provide group and individual counseling services for both parents and their children referred to Walnut Avenue Women's Center by Careerworks.

Lunch Time Career Advancement Workshops

Contractor will host two career advancement workshops during the year (8 week series) offering CalWORKs participants, in a safe environment, information about community resources and services, information about employment and career advancement opportunities, information about skill enhancement and promotion strategies, parenting tips, and other information designed to help working parents remain employed and succeed on the job. Target population will be for victims of domestic abuse but workshops will be open to all interested CalWORKs participants.

3. Referrals for Services

Careerworks will refer eligible participants using the approved form, which is to be FAX to Walnut Avenue Women's Center by the Employment and Training Specialist (ETS) or the Social Worker. Typically, CalWORKs Social Workers will refer for domestic abuse intervention and advocacy services and Careerworks ETS will refer for Mentoring Services.

Careerworks will provide a listing of eligible Welfare to Work participants (with address and phone number), for eligibility certification purposes. Additionally Careerworks will provide a current phone listing of Careerworks ETS and Social Work staff.

The Contractor is encouraged to attend ETS staff meetings and Careerworks employment workshops to make presentations about their services and to develop a working relationship with Careerworks ETS staff.

4. Monitoring

Contractor will monitor and track client participation levels on a monthly basis and provide Careerworks with monthly participation reports and case listings.

5. Project staffing (funded by this contract) and hours of operation:

.58 FTE Director of Domestic Violence Services at 14.50 per hour, 23 hours per week or 1215 hours per year.

Hours of operation:

Walnut Avenue Women's Center offers services 9 to 5 on regular workdays (M-F) throughout the year.

6. Facilities

Office facilities are located at 303 Walnut Avenue, Santa Cruz. By arrangement, some services may take place at the Careerworks 1040 Emeline Avenue, Santa Cruz Office.

7. Reporting

- A. *Monthly Participation Reports* for each *client receiving services on the approved form*.
- B. *Monthly Grant Request\Expenditure Reports*
- C. Quarterly Service Plan updates with a brief narrative about project activities a final follow-up report is to be submitted to Careerworks by August 15, 2003.

8. Proposed Service Plan

	First Quarter 9/02	Second Quarter 12/02	Third Quarter 3/03	Fourth Quarter 6/03
Anticipated number of CalWORKs participants receiving Domestic Abuse Intervention Services:	9	9	9	8
Total participants receiving services (YTD):	9	18	27	35

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ATTACHMENT B
PROGRAM BUDGET FY2002-03

Agency: Walnut Avenue Women's Center
Program: CalWORKs Domestic Abuse Services

SALARIES AND BENEFITS

Salaries Total	\$17,617.00
Employee Health/Retirement	\$2,133.00
Payroll Taxes	\$2,000.00
Total Salaries and Benefits	\$21,750.00

SERVICES AND SUPPLIES

Professional Fees: Audit	
Indep. Prof. Consultants	
Supplies	
Telephone	
Postage & Shipping	
Occupancy Total	
Rent/Maintenance: Equipment	
Printing & Publications	
Travel & Transportation	
Conferences/Meetings	
Assistance to Individuals	
Membership Dues	
Awards and Grants	
Interest Expense	
Insurance/Bond	
Miscellaneous	\$3,250.00
Dist. of Program Costs	
Payment/Affiliated Orgs.	
Total Services and Supplies	\$3,250.00

BUDGET TOTAL	\$25,000.00
---------------------	--------------------

ATTACHMENT C

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Walnut Avenue Women's Center
NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will in-mediate take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date July 30, 2002

De Ann O'Brien
Director's Signature

Request for Taxpayer
Identification Number and Certification

Give this form to the
County of Santa Cruz
Do NOT send to the IRS

Please print or type.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)

Business name (Sole proprietors see instructions on page 2)

Walnut Avenue Women's Center

Please check appropriate box

☐

Individual/Sole proprietor

☒

Corporation

☐

Partnership

☐

Other

Address (number, street, and apt. or suite no.)

303 Walnut Avenue

City, state, and ZIP code

Santa Cruz, CA 95060

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Social security number

1 1 + 1 + 1 1 1

OR

Employer identification number

914-11118611917

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

YOU ARE PAID FOR:

☐

Health Care Service

☐

Other Service

☐

Rent

☐

Goods

☐

Freight

☐

Interest

☐

Other (Explain)

Part II For Payees Exempt From Backup Withholding (See Part II instructions on page 2)

Part III Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Part III instructions on page 2.)

Sign Here

Signature

De Dea O'Brien

Date

7-8-02

Section references are to the Internal Revenue Code.

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 to give your correct TIN to the requester (the person requesting your TIN) and, when applicable, (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued), (2) to certify you are not subject to backup withholding, or (3) to claim exemption from backup withholding if you are an exempt payee. Giving your correct TIN and making the appropriate certifications will prevent certain payments from being subject to backup withholding.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use a requester's form if it is substantially similar to this Form W-9.

What Is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such

payments under certain conditions. This is called "backup withholding." Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. The IRS tells the requester that you furnished an incorrect TIN, or
3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable

interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN. See the Part III instructions for exceptions.

Certain payees and payments are exempt from backup withholding and information reporting. See the Part II instructions and the separate instructions for the Requester of Form W-9.

How To Get a TIN.—If you do not have a TIN, apply for one immediately. To apply, get Form SS-5, Application for a Social Security Number Card (for individuals), from your local office of the Social Security Administration, or Form SS-4, Application for Employer Identification Number (for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write "Applied For" in the space for the TIN in Part I, sign and date the form, and give it to the requester. Generally, you will then have 60 days to get a TIN and give it to the requester. If the requester does not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

PRODUCER

13

BEDELL & NELSON/HARBERT INS. A
PO BOX 1295
SANTA CRUZ, CA 95061
DON HEPENBACH

INSURED

WALNUT AVENUE WOMENS CENTER
303 WALNUT AVENUE
SANTA CRUZ, CA 95060
ADAM MILES

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NONPROFITS' INSURANCE ALLIANCE
INSURER B: NONPROFITS' INSURANCE ALLIANCE
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY	2001-00707-NPO	11/08/2001	11/08/2002	EACH OCCURRENCE \$ 1000000
X	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 100000
	<input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR				MED EX? (Any one person) \$ 10000
X					PERSONAL & ADV INJURY 3 1000000
					GENERAL AGGREGATE \$ 1000000
					PRODUCTS - COMP/OP AGG \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY	2001-01703-NPO	11/08/2001	11/08/2002	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
X	HIRED AUTOS				
X	NON-OWNED AUTOS				
	GAFAGE LIABILITY				AUTO ONLY, EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
	EXC ANY AUTO				AUTO ONLY: AGG \$
EXC					EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE, POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE NAMED ADDITIONAL INSURED AS PERTAINS TO THE OPERATIONS OF THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION 10-Day Notice for Non-Payment of Prem

CALWORKS/CAREER WORKS
CAROL WALBERG
COUNTY OF SANTA CRUZ
1040 EMELINE
SANTA CRUZ, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AND SHALL BE RESPONSIBLE FOR THE PROOF OF OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 7/6/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and CASCADE SOFTWARE SYSTEMS, INC. (Name/Address)

2. The agreement will provide FOR SOFTWARE MAINTENANCE, SYSTEMS SERVICES AND CONTRACTOR EXPENSES.

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2003

4. Anticipated Cost is \$ 16,500.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: CONTRACT \$16,500.00, NO OVERHEAD

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03 . Page CC- 18 Contract No: 22524 OR ☐ 1st Time Agreement

<input checked="" type="checkbox"/> Section II	No Board letter required, will be listed under Item 8			
<input type="checkbox"/> Section III	Board letter required	01 60100! 60014! 3489!	\$9,150.00	5862
<input type="checkbox"/> Section IV	Revenue Agreement	02 60100! 60014! 3489!	\$7,175.00	5862

6. Appropriations/Revenues are available and are budgeted in 03 60100! 60014! 3489! \$175.00 (Index) 5862 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 22524/01-02-03
By: [Signature] Date: 8/2/02
Auditor Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

Date: 8/16/02 By: [Signature] (Department/Agency)
LTD: abc County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
[Signature] 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 Office by an order duly entered in the minutes of said Board on 8/27/02
[Signature]
By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO <u>8</u>	JE Amount	Lines	H/TL	Keyed By	Date
Document No.					
TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract 12524 by and between the COUNTY OF SANTA CRUZ and CASCADE SOFTWARE SYSTEMS, INC., by increasing the Section 4.1 Maintenance amount to \$9,150.00, by decreasing the Section 4.2 System Services amount to \$7,175.00, by increasing the hourly billing rate for Section 4.2 services to \$110.00, by increasing the Section 4.3 amount to \$175.00 for expenses and by extending the term of the contract to June 30, 2003. The total amount of the contract is \$16,500.00.

All other provisions of said contract shall remain the same.

DATED: 7/30/02

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS



DIRECTOR OF PUBLIC WORKS

CONTRACTOR:

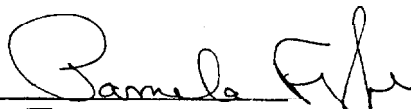
CASCADE SOFTWARE SYSTEMS, INC.,

BY: 

ADDRESS: _____

TELEPHONE: _____

Approved as to form:



~~Chief~~ Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor



FARMERS

COMMERCIAL CERTIFICATE OF INSURANCE

AGENCY Annie Pluid Agency
377 Cohuna Road
NAME Eugene, OR 97401
541-342-2105
ADDRESS

Issue Date: 4/29/2002

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies shown below.

COMPANIES PROVIDING COVERAGE:

73 15 366
INSURED CASCADE SOFTWARE SYSTEMS
NAME PO BOX 10723
ADDRESS EUGENE, OR 97440

Company Letter A TRUCK INSURANCE EXCHANGE
Company Letter B FARMERS INSURANCE EXCHANGE
Company Letter C MID-CENTURY INSURANCE COMPANY
Company A

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Q. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE(MM/DD/YY)	POLICY EXP DATE(MM/DD/YY)	POLICY LIMITS
A	GENERAL LIABILITY				General Aggregate \$ 1,000,000
X	Commercial General Liability - Occurrence Version				Products-Comp/Ops Aggregate \$ 1,000,000
	Contractual - Incidental Only	03484 - 41 - 42	1/31/2002	1/31/2002	Personal & Advertising Injury \$ 1,000,000
	Owners & Contractors Prot.				Each Occurrence \$ 1,000,000
					Fire Damage (Any one Fire) \$ 75,000
					Medical Expense (Any one Person) \$ 5,000
					Combined Single Limit \$
	AUTOMOBILE LIABILITY				Bodily Injury (Per Person) \$
	All Owned Commercial Autos				Bodily Injury (Per Accident) \$
	Schedule Autos				Property Damage \$
	Hired Autos				Garage Aggregate \$
	Non-Owned Autos				Limit \$
	Garage Liability				STATUTORY
	UMBRELLA LIABILITY				Each Accident \$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				Disease-each empl. \$
					Electronypolicy limit \$

DESCRIPTION OF OPERATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
CERTIFICATE HOLDER IS ALSO ADDITIONAL INSURED
THIS POLICY IS CONTINUOUS

COUNTY OF SANTA CRUZ
701 OCEAN ST
SANTA CRUZ, CA 95060

Annie Pluid 4-29-02

SAIF CORPORATION

400 High St SE
Salem, OR 97312-1000
Toll Free 1-800-285-8525

MAIL TO:

THE COUNTY OF SANTA CRUZ
ATTN LYNN DREYER
701 OCEAN ST RM 410
SANTA CRUZ CA 95060

FAX 831-454-2385

**OREGON WORKERS' COMPENSATION
CERTIFICATE OF INSURANCE**

CERTIFICATE HOLDER:

THE COUNTY OF SANTA CRUZ
ATTN LYNN DREYER
701 OCEAN ST RM 410
SANTA CRUZ CA 95060

FAX 831-454-2385

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.	POLICY PERIOD	ISSUE DATE
424976	07/01/2002 TO 06/30/2003	07/10/2002

INSURED:

CASCADE SOFTWARE SYSTEMS INC
PO BOX 10723
EUGENE, OR 97440-2723

LIMITS OF LIABILITY:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:
ALL OPERATIONS

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS' WRITTEN NOTICE TO THE ABOVE NAMED CERTIFICATE HOLDER.

8/1/02 11:11 AM
BOSTON, MA

AUTHORIZED REPRESENTATIVE

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 8.5.02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☒ Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and REPUBLIC ELECTRIC
7120 REDWOOD BOULEVARD, NOVATO, CA 94945 (Name/Address)
2. The agreement will provide MAINTENANCE, REPAIRS, REPLACEMENT, MODIFICATION, INSTALLATION, UPGRADE,
OR REFURBISHING COUNTY MAINTAINED TRAFFIC SIGNALS, AND APPURTENANT HIGHWAY SAFETY LIGHTS.
3. Period of the agreement is from BOARD APPROVAL to AUGUST 30, 2002
4. Anticipated Cost is \$ NO NEW PEAR ALLOCATION ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed
ORIGINAL CONTRACT -01 \$154,205.60; CARRY OVER AMOUNT -01 \$ 69,111.01
Remarks: -02 \$135,864.00 -02 \$ 135,864.00
5. Detail: ☐ On Continuing Agreements List for FY _____, Page CC-_____, Contract No: _____ OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 622115! 22306! 3665! (Index) 3590 (Sub object)
02

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 11679-02 21679-01/02
are not will be By: Ragnar Date: 8/14/02
cc-18 Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

Date: 8/16/02 By: Paul Sut (Department/Agency)
JRS:mg County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

ADM - 29 (8/01)
Title I, Section 300 Proc Man

State of California
County of Santa Cruz

Susan A. Mammelle
I, Susan A. Mammelle, 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27 2002
[Signature]
By: Deputy Clerk

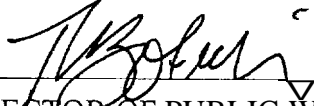
AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110	Auditor Description	\$	Amount	Index	Sub object	User Code

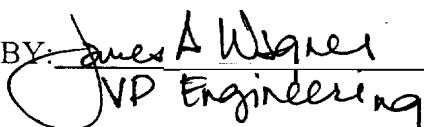
AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number **81679** dated August 25, 1998, by and between the COUNTY OF SANTA CRUZ and REPUBLIC ELECTRIC for MAINTENANCE, REPAIR, REPLACEMENT, MODIFICATION, INSTALLATION, UPGRADE, OR REFURBISHMENT OF TRAFFIC SIGNALS AND APPURTENANT HIGHWAY SAFETY LIGHTS by EXTENDING THE TERM OF THE CONTRACT TO AUGUST 30, 2002.

All other provisions of said contract shall remain the same.

DATED: 8/5/02
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS


DIRECTOR OF PUBLIC WORKS

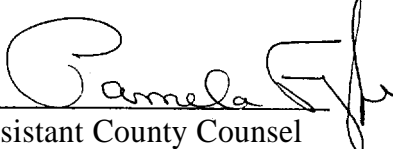
CONTRACTOR:
REPUBLIC ELECTRIC
BY: 
VP Engineering
ADDRESS: 7120 REDWOOD
BOULEVARD
NOVATO, CA 94945

TELEPHONE: (415) 898-8897

FAX: (415) 898-9477

E-MAIL: jwagner@republicelectric.com

Approved as to form:



Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

JRS:mg

AMNDAGRE.DOC/btm.wpd

ACORD CERTIFICATE OF LIABILITY INSURANCE

REPUBELE

DATE (MM/DD/YY)
06/21/02

PRODUCER

USI Northern California/HOS
2199 S. McDowell Blvd.
P.O. Box 4409
Petaluma, CA 94955-4409

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Republic Electric
7120 Redwood Blvd
Novato, CA 94945-4114

INSURERS AFFORDING COVERAGE

INSURER A: Travelers
INSURER B: State Compensation Insurance Fund
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC	DTECO737X1065TIL02	04/21/02	04/21/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	DT810737X1065TIL02	04/21/02	04/21/03	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	315140201	10/01/01	10/01/02	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Cancellation: Except for ten day notice for non-payment of premium.

RE: Street Light & Traffic Signal Maintenance

Additional Insured named per the attached GL endorsement

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER

CANCELLATION

City of Santa Cruz, its
officers, agents & employees
809 Center Street, Room 106
Santa Cruz, CA 95060

WHEN ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE THE CERTIFICATE HOLDER BY FIRST CLASS MAIL.

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING INSURER.

THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING INSURER.

THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING INSURER.

THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING INSURER.

THIS CERTIFICATE IS NOT VALID UNLESS IT IS SIGNED BY THE ISSUING INSURER.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POLICY NUMBER: DTECO737XL065TTL02

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL GENERAL LIABILITY - CONTRACTORS COVERAGE PART

1. WHO IS AN INSURED - (Section II) is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the occurrence of any loss.
2. The insurance provided to the additional insured is limited as follows:
 - a) The person or organization is only an additional insured with respect to liability arising out of "your work" for that additional insured.
 - b) In the event that the limits of liability stated in the policy exceed the limits of liability required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the limits of liability required by the written contract. This endorsement shall not increase the limits stated in Section III - LIMITS OF INSURANCE.
 - c) The Insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - I. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - II. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
 - d) Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to "bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work".
 - e). This Insurance does not apply to "bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the contract and in no event beyond the expiration date of the policy.
 - f) This Insurance does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope or limits of insurance in this policy exceed those of such other insurance or whether such other insurance is valid or collectable.
3. Subpart (1)(a) of the Pollution exclusion under Paragraph 2, Exclusions of Bodily Injury and Property Damage Liability Coverage (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" performed on premises which are owned or rented by the additional insured at the time "your work" is performed.
4. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or agreement specifically requires that this insurance apply on a primary or contributory basis.
6. As soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with policy conditions.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 7/3/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒ Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and COMMUNITY ACTION BOARD-501 SOQUEL AVENUE, SUITE E, SANTA CRUZ, CA 95062 (Name/Address)

2. The agreement will provide FOR NON-NATIVE WEED ERADICATION AT THE COUNTY'S CLOSED BEN LOMOND LANDFILL.

3. Period of the agreement is from JULY 1, 2002 to JUNE 30, 2003

4. Anticipated Cost is \$15,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT \$15,000.00; overhead (7%) \$1,050.00; TOTAL \$16,050.00

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC- 18 Contract No: 22369 OR ☐ 1st Time Agreement
☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 650120! 51602! 3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not will be encumbered.

Contract No: 22369

By: [Signature]
Auditor-Controller Deputy

Date: 8/2/02

(CONTRACT AGREEMENT, SECTION II)

proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

Date: 8/16/02
RPM: abc

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27 2002

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO.	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC:10		8			
Auditor Description	Amount	Index	Sub object	User Code	

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 02369, dated MARCH 20,2001, by and between the COUNTY OF SANTA CRUZ, and COMMUNITY ACTION BOARD, TO PROVIDE FOR NON-NATIVE WEED ERADICATION SERVICES AT THE CLOSED BEN LOMOND LANDFILL, by extending the term of the agreement to JUNE 30,2003, per the attached amended estimate and proposal.

All other provisions of said contract shall remain the same.

DATED: _____

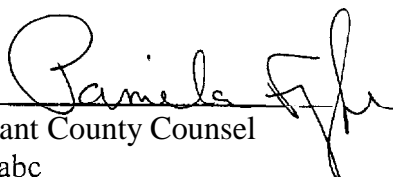
8/1/02

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS



DIRECTOR OF PUBLIC WORKS

Approved as to form:



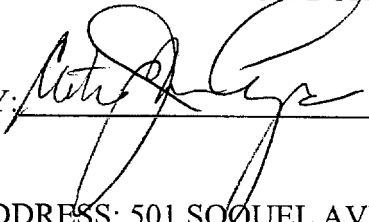
Assistant County Counsel
RPM:abc

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

CONTRACTOR:

COMMUNITY ACTION BOARD

BY: _____



ADDRESS: 501 SOQUEL AVENUE,
SANTA CRUZ, CA 95062

TELEPHONE: (831) 457-1741

FAX: (831) 457-0617

E-MAIL: chrisil@cruzers.com



COMMUNITY ACTION BOARD

of Santa Cruz County, Inc

Natural Resources and Employment Program

501 Soquel Avenue Suite E, Santa Cruz, CA 95062

Phone: 831/457-1741 fax: 831/457-0617

Estimate And Proposal Natural Resource and Employment program July 24,2002

The following estimate and proposal is for weed eradication at the Ben Lomand Transfer Station operated by the County of Santa Cruz. The estimate includes the following activities:

1. Cut down all star thistle growing inside the transfer station boundary fence. This estimate covers initial removal only but could be extended by mutual agreement to cover maintenance later in the growing season.
2. Pull out by the roots or cut and tarp as appropriate french broom as specified by county public works staff. NREP will load and unload any vehicle provided by the County to move the French Broom to the appropriate disposal area.

The labor and other associated costs will be billed at the following rates:

LABOR RATES HOURLY):

Director	\$25.25
Supervisor	\$19.75
Crew	\$9.75

OPERATING EXPENSES:

Transportation	\$35.00/day, or 0.35/mile if private vehicle is used
Chainsaw operation	\$25/day per saw
Weedeater operation	\$30/day per unit
Generator operation	\$20/day
Heavy Duty Lawn mower	at cost

MATERIALS AND SUPPLIES:

Safety	At cost
--------	---------



COMMUNITY ACTION BOARD

of Santa Cruz County, Inc

Natural Resources and Employment Program

501 Soquel Avenue Suite E, Santa Cruz, CA 95062

Phone: 831/457-1741 Fax: 831/457-0617

The client will be billed for actual costs, based on the above rates. In addition, a 15% administrative fee will be added to the total of the above costs. The rates in this estimate are good through December 31, 2002. The cost of star thistle cutting and removing french broom is not to exceed \$15,000. The estimated duration of the work is 10 days for the star thistle and 10 days for french broom eradication.

The County agrees to make payments within 30 days of being invoiced by CAB/NREP. If a bill is unpaid after 30 days a 5% late fee will be added to the total.

NREP will maintain separate budgetary accounts for all project expenses and can provide copies of the account statements for the client, on request.

The crew is equipped with chainsaws and most basic hand tools and other gear; however, materials and supplies will be billed as noted.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE _____

7-10-1900

PRODUCER

30

BEDELL & NELSON/HARBERT INS. A

PO BOX 1295

SANTA CRUZ, CA 95061

DON EBBENRACH

INSURED

COMMUNITY ACTION BOARD OF SCC,

501 SOQUEL AVE., SUITE E

SANTA CRUZ, CA 95062

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NONPROFITS' INSURANCE ALLIANCE

INSURER B: NONPROFITS' INSURANCE ALLIANCE

INSURER C:

INSURER D:

INSURER:

COVERAGES

COMMON

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

[illegible]

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, EXCLUSIONS ADDED BY ENDORSEMENT, SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED, AS RESPECTS THE OPERATION OF THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED-INSURER LETTER

COMMUNITY PROGRAMS

HUMAN RESOURCES AGENCY

~~CANCELLATION 10-24-77 Notice for You-Quinn at 2-22~~

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION

... ..

1950-1951

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-02

POLICY NUMBER: 1611702 - 02
CERTIFICATE EXPIRES: 01-01-03
 CONTRACTORS STATE LICENSE BOARD
 ATTN: WORKERS COMP UNIT
 PO BOX 26000
 SACRAMENTO CA 95826

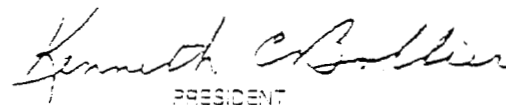
 JOB: LICENSE# 717555
 INCEPTION DATE: 01-01-02
 D.O.: SAN JOSE

This is to certify that we have issued a valid Workers Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.


 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

COMMUNITY STATE BOARD OF DIRECTORS

LIVING WAGE COMPLIANCE STATEMENT

Company Name: COMMUNITY ACTION BOARD OF SANTA CRUZ CO. INC / NATURAL RESOURCES & EMPLOYMENT PROGRAM

Address: 501 SOQUEL AVENUE SANTA CRUZ CA 95062

Street City State Zip

Proposed Service: BLANKET

1. Number of employees: 3

if five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: ☒ No: ☐

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return: _____

3. Are your employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$11.00/hr with benefits or \$12.00/hr without benefits)?

Yes: ☒ No: ☐

3. Are medical benefits provided to your employees?

Yes: ☒ No: ☐

If yes, enter the name and address of the plan or program below.

BLUE CROSS P.O. BOX 9062 OXNARD CA 93051-9062

Name of program, plan or fund Address

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: 36

6. Will any subcontractors perform work on this contract? Yes: ☐ No: ☒

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

<p><u>AGREEMENT</u> <u>SEE ATTACHED</u></p> <p><u>W/ MARK DEMING</u> <u>~ 20,000</u></p> <p>Contract/PO# \$ Amount</p> <p><u>AGREEMENT W/ CO. A5</u> <u>728.24/DAY</u></p> <p>Contract/PO# \$ Amount</p> <p><u>SEE ATTACHED</u></p>	<p><u>CONTRACT</u> <u>12183</u> <u>25,000</u></p> <p>Contract/PO# \$ Amount</p> <p>Contract/PO# \$ Amount</p>
---	---

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing.

Yes: ☐ No: ☒

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ☐ No: ☐

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ☒ No: ☐

I certify, under penalty of perjury, that the above information is true and correct.

MATT HOROWITZ PROGRAM DIRECTOR MREP 457-1741 457-0617

Name (please print) Title Phone Number Fax Number

Matt Horowitz 7-30-02

Signature Date

Santa Cruz County Coalition for a Living Wage

501 Soquel Avenue, Suite E, Santa **Cruz**, CA 95062
(831) 457-1741 · (831) 724-02.11 · (831) 457-0617 (Fax)

July 26, 2002

To Whom it May Concern,

This letter is to provide an overview of the Santa Cruz County Living Wage Ordinance, as it pertains to workers employed as trainees. Matt Horowitz, Program Director of the Community Action Board's Natural Resources Employment Program (NREP), has requested that the Coalition for a Living Wage provide this explanation. Please note that the CLW is also a program of the Community Action Board, an organization that is fully committed to and is, in fact, in compliance with the County's living wage ordinance for all its component programs.

NREP employs work-crew members who meet the standard for trainee, as defined in Section 2.122.030(D) of the County living wage ordinance. This section states that "*Covered Employee*" shall not include persons who are: in positions that are designated for "trainees" that are part of an employer's bona fide time-limited training program, which training program enables the employee to advance into a permanent position." NREP trainees are employed for a six-month time period. During that time they are paid an hourly wage, learn soft and hard skills to prepare them for future employment, and work with a job developer to pursue permanent job leads. Over 80 cities and counties have adopted living wage ordinances and virtually all of them include an exemption for trainees like those employed by NREP.

Please do not hesitate to contact me at 457-1741 x130, should you have any further questions. For further clarification you could also contact Paul Crawford in the County General Services Department at 454-22 10. Paul is the primary staff person responsible for implementing and ensuring compliance with the living wage ordinance. Thank you for your time.

Sincerely,

Sandy Brown
Coordinator

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

To: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Human Resources Agency (Department)

BY: [Signature] (Signature) 8/7/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☐

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Volunteer center of Santa Cruz County 1010 Emeline Ave. Santa Cruz. CA 95061 (Name/Address)

2. The agreement will provide Literacy services to eligible Cal Works Welfare to Work participants.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 20,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file

Contact: Gary McNeil X5459

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03 . Page CC- Contract No: 22017 OR ☐ 1st Time Agreement

☒ Section II No Board letter required will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 5665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 22017-01

By: [Signature] Date: 8/14/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date:

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature] 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 Office by an
order duly entered in the minutes of said Board on 8/27/02

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \$
Document No. JE Amount Lines H/TL Keyed By Date

TC110 \$
Auditor Description Amount Index Sub object User Code

8

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and VOLUNTEER CENTERS OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide literacy and language services to eligible Santa Cruz County CalWORKs participants as more fully described in Attachment A: Scope of Work.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- A. Reimbursement of program costs as specified in the Attachment B: Budget not to exceed \$20,000 on the basis of suitable monthly grant request/expenditure form for payment, with invoice submitted within fifteen (15) working days after the month in which the service was provided to:

Human Resources Agency
Attn: Barbara Coy-Bulicz
1000 Emeline Ave.
Santa Cruz, CA 95060

- B. In accordance with Attachment B: Budget, CONTRACTOR shall be permitted to make transfers within the category of Services and Supplies. Transfers within the category of Salaries and Benefits may also be made by the CONTRACTOR, unless they involve changing the number and/or salary of staff. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies" and transfers within "Salaries and Benefits" involving the number and salary of positions, may be made only upon the prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** 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 security and payroll tax withholding).

6. **INSURANCE.** 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____.

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.
- 2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

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

Santa Cruz County
Human Resources Agency
Attn: Carol Walberg
P.O. Box 1320
Santa Cruz, CA 95061

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
Attn: Carol Walberg
P.O. Box 1320.
Santa Cruz, CA 95061

7. **EQUAL EMPLOYMENT OPPORTUNITY.** 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, creed, religion, national origin, ancestry, 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 apprenticeship), 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, creed, religion, national origin, ancestry, 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. **INDEPENDENT CONTRACTOR STATUS.** 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 (worker's 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.

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 workplace; (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. **NONASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. **RETENTION AND AUDIT OF RECORDS.** 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. **CONFIDENTIALITY.** The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons referred for services provided under this contract. CONTRACTOR agrees to comply and require its officers, employees, and agents to comply with all applicable County, State and Federal statutes or regulations regarding confidentiality in the operation of California Department of Social Services programs.

12. **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.
13. **ACKNOWLEDGEMENT.** Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
14. **WEB LINKS.** If CONTRACTOR has an organizational web site it shall be a requirement of this Agreement to provide links to the HelpSCC (www.helpsc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
15. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

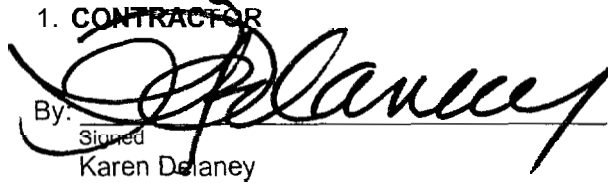
If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

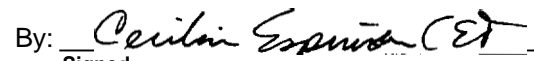
16. **ATTACHMENTS.** This Agreement includes the following attachments:
- A. Scope of Work
 - B. Budget
 - C. Assurance of Compliance on Nondiscrimination

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CONTRACTOR

By: 
Signed
Karen Delaney

3. COUNTY OF SANTA CRUZ

By: 
Signed
Cecilia Espinola, HRA Director

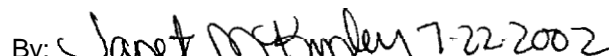
Agency Name: Volunteer Centers of Santa Cruz Co.

Address: 1010 Emeline Ave., Bldg. C
Santa Cruz, CA 95060

Telephone: (831) 427-5070
Fax: (831) 423-6267
E-Mail: scruc@scvolunteercenter.org

Tax ID No. 94-1702678

2. APPROVED AS TO INSURANCE:

By:  7-22-2002
Risk Management

4. APPROVED AS TO FORM:

By:  7-30-02
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Volunteer Centers of Santa Cruz County.

ATTACHMENT A
SCOPE OF WORK

Volunteer Centers of Santa Cruz County- Literacy Program
One-to-one or Small Group Literacy and English Language Instruction

1. **Planned Performance Summary for FY 02-03**

- Planned number of participants served 30
- Planned no.of hours for CalWORKs Welfare to Work participants: 1,000
- Total Program Cost: \$20,000

2. **Project Service Overview**

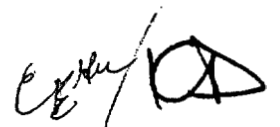
The Contractor (The Literacy Program of the Volunteer Centers of Santa Cruz County) shall operate services to provide literacy assessment and language instructional services to at least 30 CalWORKs Welfare to Work participants in the Fiscal Year 2002-2003. Services will focus on people for whom low literacy and English language levels are a barrier to finding and keeping employment. The Contractor will provide a total of 1,000 hours of literacy services to eligible CalWORKs Welfare to Work participants including literacy and language skills assessment. The tutoring will be either one-to-one or small group instruction in beginning and intermediate ESL with a workforce emphasis. In particular, we will offer opportunities for CalWORKs Welfare to Work participants to gain training in Janitorial and Health Care fields alongside their language instruction. The Contractor will also offer language labs for participants enrolled in other job training programs.

3. **Project Referrals and Recruitment:**

Eligible participants will be referred by Careerworks ETS staff or recruited from the general Welfare to Work population by the Contractor. The Contractor will post flyers at Career Centers, send out flyers with Careerworks monthly mailings, and distribute memos to Career Center and ETS staff as a recruitment strategy.

On a quarterly basis, and upon request, Careerworks contract analyst will provide a listing of eligible Welfare to Work participants (with address and phone number), for recruitment purposes. Careerworks will advise low literacy and English Language Learners of the services provided by the Literacy Program as an option to increasing language and literacy comprehension and as an educational program that fulfills participation hours. Additionally, Careerworks will provide the Contractor with a current phone listing of Careerworks ETS case management staff.

The Contractor is encouraged to attend ETS staff meetings and Careerworks employment workshops to make presentations about their services and to develop



a working relationship with Careerworks ETS staff. A Senior ETS in both North and South County will be assigned as a service liaison to facilitate this process.

4. Instructional Program Description and Outcomes:

After learning about the Literacy Program, a potential CalWORKs Welfare to Work participant can make an appointment or drop by the office to be assessed by the bilingual Literacy Program Staff. The staff will administer a CASAS intake test on site and discuss the options available to the client including placing the CalWORKs Welfare to Work participant in a small class or finding a tutor match. Staff will evaluate student English or literacy skills and appropriately place the student in the correct level class/tutoring with books and curriculum accordingly. A CalWORKs Welfare to Work participant will learn basic literacy and language skills as well as life skills for navigating and more fully participating in the community. Staff and tutors will continue to monitor the client's progress throughout the duration of their tutoring by means of CASAS testing and curricular level advancement.

5. Participant Monitoring

Contractor will monitor participation in program activities in the following ways:

- A. Attendance: Contractor will monitor attendance in classes or tutoring and inform the assigned ETS when attendance and progress problems arise.
- B. Testing: Contractor will CASAS test clients approximately every 6 months to monitor progress literacy and English language attainment.

6. Facilities and location of program activities:

The Contractor will provide literacy services in a number of easily accessible areas throughout the County including low-income housing complexes, social service agencies or community based organizations, in its Watsonville office classroom, and in clients' homes. These measures are meant to help transcend transportation and childcare issues for CalWORKs Welfare to Work participants.

7. Reporting

Contractor reports shall include:

- A. A list of individual participant names and the number of hours the clients have received literacy services, to be reported to Careerworks quarterly.
- B. A list of CalWORKs Welfare to Work participants who have increased at least 3 CASAS points after receiving approximately 6 months of literacy services, to be reported at the end of the Fiscal Year 2002-2003.

COUNTY OF SANTA CRUZ**Agency: Volunteer Center****Program: Literacy Program-CalWorks****ATTACHMENT B: BUDGET**

		Total Contract Budget
--	--	--------------------------------------

Basic Account Codes:

SALARIES & BENEFITS

7000 Salaries Total	\$ 11,700.00
7 100 Employee Health/Retirement	\$ 1,440.00
7200 Payroll Taxes	\$ 1,170.00
TOTAL SALARIES & BENEFITS:	\$ 14,310.00

SERVICES & SUPPLIES

8300 Professional Fees: Audit	\$ 200.00
8110 Indep. Prof. Consultants	\$
8 100 Supplies	\$ 1,000.00
8200 Telephone & Internet	\$ 240.00
8300 Postage & Shipping	\$
8400 Occupancy Total	\$ 1,200.00
8500 Purchase/Rent/Maintenance of Equip.	\$
8600 Marketing, Printing & Publications	\$
8 700 Travel & Transportation	\$ 250.00
8300 Conferences/Meetings	\$
8300 Assistance to Individuals	\$
9000 Membership Dues/Fees	\$
9 100 Awards and Grants	\$
9200 Interest Expense	\$
9 300 Insurance/Bond	\$ 200.00
9400 Miscellaneous	\$
9500 Dist. of Program Costs	\$ 2,600.00
9591 Payment/Affiliated Orgs.	\$
TOTAL SERVICES & SUPPLIES:	\$ 5,690.00
GRAND TOTAL BUDGET:	\$ 20,000.00

1) Please fill out this page for each program funded separately by the County. 2) For classification of basic account codes, refer to: Accounting & Financial Reporting: A Guide for United Way and Not-for-Profit Human Service Organizations, revised Second Edition, March 1989.

Initials:  

CONTRACTOR/COUNTY

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

**Volunteer Centers of Santa Cruz County Literacy Program
NAME OF VENDOR/RECIPIENT**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date

August 1, 2002


Director's Signature

Address of Vendor/Recipient: 1010 Emeline Ave., Bldg. C , Santa Cruz, CA 95060

ACORD. CERTIFICATE OF LIABILITY INSURANCEOF ID TR
VOLUN-1DATE (MM/DD/YY)
06/28/02

PRODUCER
Suhr Risk Services
San Jose Branch
1338 Bayshore Highway
Burlingame CA 94010
Phone: 650-342-9535 Fax: 650-343-5941

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Nonprofits Ins. Alliance of CA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Volunteer Centers
of Santa Cruz County
1010 Emeline Avenue, Bldg. C
Santa Cruz CA 95060

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY REMAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCT(S) - COM/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20018582NPO	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	CARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS: <input type="checkbox"/> EA <input type="checkbox"/> EM E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

HOLDER, ITS OFFICERS, AGENTS EMPLOYEE NAMED AS ADDITIONAL INSD./FUNDING SOURCE UNDER ABOVE POLICY, ONLY AS THEIR INTEREST MAY APPEAR. ONLY RESPECTS TO OPERATIONS OF NAMED INSD. INSURANCE SHALL NOT BE CANCELLED UNTIL AFTER 30 DAYS WRITTEN NOTICE HAS BEEN GIVEN TO: COMMUNITY PROGRAMS, HUMAN RESOURCES AGENCY, 1000 EMELINE AVE. SANTA CRUZ, CA (SEE NOTES)

CERTIFICATE HOLDER

Y

ADDITIONAL INSURED: INSURER LETTER: A

CANCELLATION

COUNTY OF SANTA CRUZ
COMMUNITY PROGRAMS
HUMAN RESOURCE
1000 EMELINE AVE
SANTA CRUZ CA 95060

COUN-30

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

NOTEPAD:

INSURED'S NAME: Volunteer Centers

VOLUN-1

PAGE 2

OP ID TP

DATE 06/28/02

*EXCEPT FOR 10 DAY NOTICE OF NON PAYMENT OF PREMIUM.

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID EN
VOLUN-1DATE (MM/DD/YY)
06/28/02

PRODUCER
Suhr Risk Services
San Jose Branch
1338 Bayshore Highway
Burlingame CA 94010
Phone: 650-342-9535 Fax: 650-343-5941

INSURED

Volunteer Centers
of Santa Cruz County
1010 Emeline Avenue, Bldg. C
Santa Cruz CA 95060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Nonprofits Ins. Alliance of CA
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$100,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MFD EXP (Any one person) \$10,000
					PERSONAL & ADV INJURY \$1,000,000
					GENERAL AGGREGATE \$2,000,000
A	AUTOMOBILE LIABILITY	20018582NPO	07/01/02	07/01/03	PRODUCTS - COMPROP AGG \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT (Per accident) \$1,000,000
	ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> Hired Autos				PROPERTY DAMAGE (Per accident) \$
A	GARAGE LIABILITY	20018582NPO	07/01/02	07/01/03	AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: EA ACC \$
					AGG \$
					AGG \$
A	EXCESS LIABILITY	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$1,000,000
					\$
	DEDUCTIBLE				\$
	<input checked="" type="checkbox"/> RETENTION \$10,000				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
					EL EACH ACCIDENT \$
					EL DISEASE - EA EMPLOYEE \$
					EL DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CERTIFICATE HOLDER, ITS OFFICERS, AGENTS, EMPLOYEES ARE NAMED AS ADDITIONAL
INSURED/FUNDING SOURCE UNDER THE ABOVE POLICY, BUT ONLY AS THEIR INTEREST
MAY APPEAR AND ONLY WITH RESPECTS TO THE OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

N

ADDITIONAL INSURED; INSURER LETTER:

COUNT-9

County of Santa Cruz
Health Service Admin.
Claims Desk
P.O. Box 962
Santa Cruz CA 95062

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30+ DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John B. Suhr

©ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID EM VOLUN-1	DATE (MM/DD/YY) 06/28/02
PRODUCER Suhr Risk Services San Jose Branch 1338 Bayshore Highway Burlingame CA 94010 Phone: 650-342-9535 Fax: 650-343-5941		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Volunteer Centers of Santa Cruz County 1010 Emeline Avenue, Bldg. C Santa Cruz CA 95060		INSURERS AFFORDING COVERAGE INSURER A: Nonprofits Ins, Alliance of CA INSURER B: INSURER C: INSURER D: INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LIN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO- JURY <input type="checkbox"/> LOC	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one flg) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS EXCLUDED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	20018582NPO	07/01/02	07/01/03	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR/RET <input checked="" type="checkbox"/> RETENTION \$10,000	20018582NPO	07/01/02	07/01/03	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER, ITS OFFICERS, AGENTS, EMPLOYEES ARE NAMED AS ADDITIONAL INSURED/LANDLORD WITH RESPECTS TO THE PREMISES 300 HARVEY W. BLVD. SANTA CRUZ, CA 95060, OCCUPIED BY THE NAMED INSURED.

CERTIFICATE HOLDER	N	ADDITIONAL INSURED/INSURER LETTER:	CANCELLATION
COUNT - 9			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVE.
County of Santa Cruz 701 Ocean St. Santa Cruz CA 95060			AUTHORIZED REPRESENTATIVE John B. Suhr

Name Insured: Volunteer Centers
Issuing Company: Nonprofits Ins. Alliance of CA
Policy Number: 20018582NPO

Additional Insured-Designated Person or Organization

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Person or Organization:

County of Santa Cruz

(If no entry appears above, information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 7.30.02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒ Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
and CALIFORNIA GREY BEARS, 2710 CHANTICLEER AVENUE, SANTA CRUZ, CA 95065 (Name/Address)

2. The agreement will provide OPERATION OF DROP-OFF RECYCLING CENTER AT THE BUENA VISTA LANDFILL.

3. Period of the agreement is from JULY 1, 2002 to JUNE 30, 2003

4. Anticipated Cost is \$159,000.00 ☐ Fixed ☐ Monthly Rate ☒ Annual Rate ☐ Not to Exceed

Remarks: CONTRACT: \$159,000.00; OVERHEAD \$11,100.00; TOTAL \$170,100.00

5. ☒ On Continuing Agreements List for FY 07 - 03 . Page CC-18 Contract No: 21470 ☐ 1st Time Agreement

☒ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110! 51066! 3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 21470

By: [Signature] Date: 8/2/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT

Date: 8/16/02 By: [Signature] (Department/Agency)
County Administrative Office

DdG:abc

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature] 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/2/02 2002

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY


CO. \$
Document No. JE Amount times H/TL Keyed By Date

TC110 \$
Auditor Description Amount Index Sub object User Code

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 21470, dated JUNE 20, 1997, by and between the COUNTY OF SANTA CRUZ and CALIFORNIA GREY BEARS for OPERATION OF THE DROP-OFF RECYCLING CENTER AT THE BUENA VISTA LANDFILL, by INCREASING THE COMPENSATION AMOUNT TO NOT-TO-EXCEED \$159,500.00.

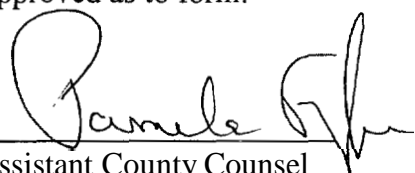
All other provisions of said contract shall remain the same.

DATED: 7/30/02
COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS


DIRECTOR OF PUBLIC WORKS

CONTRACTOR:
CALIFORNIA GREY BEARS
BY: Linda Manus
ADDRESS: 2710 CHANTICLEER AVENUE
SANTA CRUZ, CA 95065
TELEPHONE: (831) 479-1055
FAX: (831) 479-8465
E-MAIL: greybears@earthlink.net

Approved as to form:



Assistant County Counsel

DdG:abc

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

07/11/2002

CALIFORNIA, GREY BEARS INC
2710 CHANTICLZZR
SANTA CRUZ, CA 95062
LYNN, FRANCIS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

JUL 2002

INSURER A: NONPROFITS' INSURANCE ALLIANCE

INSURER B: NONPROFITS' INSURANCE ALLIANCE

INSUREPT:

BRAD D.

INSURER 50

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, IZ'S OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED AS RESPECTS THE OPERATION OF THE ABOVE NAMED INSURED.

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION 10-Day Notice for Non-Payment of Premium

COUNTY OF SANTA CRUZ
DAN DE GRASSI
DEPT. OF PUBLIC WORKS
701 OCEAN ST., ROOM 410
SANTA CRUZ, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOT~~ ADVISE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO DO SO SHALL~~

~~XX~~
~~XX~~

AUTHORIZED REPRESENTATIVE

DON

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Human Resource Agency (Department)
BY: [Signature] (Signature) 8/7/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒

Revenue Agreement ☒

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

1. Said agreement is between the Santa Cruz County Human Resource Agency (Department/Agency)
and Central Coast Alliance for Health (Name/Address)

2. The agreement will provide Reimbursement from Central Coast Alliance for Health for use of HRA
office space.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated ^{REVENUE} Cost is \$ 8,736 (\$728.00 @ mo) ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: W-9 on file Contact: R. Brown X4837

5. Detail: ☐ On Continuing Agreements List for FY ____ - ____, Page CC-____ Contract No: ____ OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 392100 (Index) 2047 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are NA have been encumbered.
are not available and will be

Contract No: R 783

By: [Signature]
Auditor-Controller Deputy

Date: 8/14/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Human Resource Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resource Agency (Department/Agency)

Date: _____

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

I, [Signature], 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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 8/27/02

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: [Signature]
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC 110		\$				
	Auditor Description	Amount	Index	Sub object	User Code	

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Central Coast Alliance for Health, hereinafter called THE ALLIANCE. The parties agree as follows:

1. OBLIGATIONS

- A. COUNTY agrees to provide for THE ALLIANCE's use of one (1) work station at 119 West Beach Street in Watsonville, including all furnishings, support services, copier use and copier paper, use of FAX machines and FAX paper, parking, use of interview rooms and reception services, use of COUNTY's internal courier system (inter-office mail), signage indicating THE ALLIANCE's presence in the building. COUNTY agrees to bill THE ALLIANCE within thirty (30) days after the end of each quarter.
- B. THE ALLIANCE agrees to pay COUNTY a monthly rate of seven hundred and twenty eight dollars (\$728.00) per month. THE ALLIANCE agrees to pay county within thirty (30) days after receipt of COUNTY's billing.

2. TERM. The term of this contract shall be July 1, 2002 through June 30, 2004.

3. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

4. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. THE ALLIANCE 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 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 THE ALLIANCE and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to THE ALLIANCE and THE ALLIANCE's officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

5. INSURANCE. THE ALLIANCE, 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 THE ALLIANCE's insurance coverage and shall not contribute to it.

If THE ALLIANCE utilizes one or more subcontractors in the performance of this Agreement, THE ALLIANCE shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of THE ALLIANCE in this Agreement, unless THE ALLIANCE and COUNTY both initial here _____ / _____

Initial hzm /
Contractor/County

A. Types of Insurance and Minimum Limits

- 1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if THE ALLIANCE has no employees and certifies to this fact by initialing here _____
- 2) Automobile Liability Insurance for each of THE ALLIANCE's vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by THE ALLIANCE's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by THE ALLIANCE is not a material part of performance of this Agreement and THE ALLIANCE and COUNTY both certify to this fact by initialing here ADW.
- 3) Comprehensive or Commercial 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the THE ALLIANCE and COUNTY acknowledge to this fact by initialing here /.

B. Other Insurance Provisions

- 1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, THE ALLIANCE agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. THE ALLIANCE 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 the insurance policies shall be endorsed to contain the following clause:

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

Human Resources Agency
1020 Emeline Avenue
Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

- 4) THE ALLIANCE 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

Initial ADW / _____
Contractor/County

Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1020 Emeline Avenue
Santa Cruz, CA 95060 Attn: Renee Brown (ES03)

6. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, THE ALLIANCE agrees as follows:
- A. THE ALLIANCE shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 apprenticeship), employment, upgrading, demotion, or transfer. THE ALLIANCE 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 THE ALLIANCE and if THE ALLIANCE employs fifteen (15) or more employees, the following requirements shall apply:
 - 1) THE ALLIANCE shall, in all solicitations or advertisements for employees placed by or on behalf of THE ALLIANCE, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), 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 ALLIANCE shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in THE ALLIANCEs solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY general Services Purchasing Division.
 - 2) THE ALLIANCE shall furnish COUNTY Equal Employment Opportunity 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 ALLIANCE's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders THE ALLIANCE may be declared ineligible for further agreements with the COUNTY.
 - 4) THE ALLIANCE 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.
7. STATUS OF PARTIES. THE ALLIANCE and COUNTY agree that THE ALLIANCE is a public entity separate and distinct from COUNTY, and that THE ALLIANCE's employees are not employees of COUNTY. THE ALLIANCE is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. THE ALLIANCE is not entitled to any employee benefits. By their signatures to this Agreement, each of the undersigned certifies that this agreement does not create

Initial ABM
Contractor/County

any form of joint agency, or employer/employee relationship between the parties hereto.

8. NONASSIGNMENT. THE ALLIANCE shall not assign this Agreement without the prior written consent of the COUNTY.
9. RETENTION AND AUDIT OF RECORDS. Each party 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. THE ALLIANCE 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.
10. 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.
11. WEB LINKS. If THE ALLIANCE has an organizational web site it shall be a requirement of this Agreement to provide a link to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.
12. ATTACHMENTS. None.

Initial NDM / _____
Contractor/County

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

1. CENTRAL COAST ALLIANCE
FOR HEALTH

By: [Signature]
Address: 375 ENCLINE ST
SANTA CRUZ, CA 95060
Telephone: 466-4300

4. COUNTY OF SANTA CRUZ

By: Cecilia Espinoza (ET)

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-18-2002
Risk Management 3

3. APPROVED AS TO FORM:

By: Maria Costa
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Central Coast Alliance for Health

Initial ACM /
Contractor/County