



# county of Santa Cruz

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## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045

FAX: (409) 454-4642

September 3, 1998

Agenda: September 22, 1998

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California

### **APPROVAL OF AGREEMENTS WITH PAJARO VALLEY UNIFIED SCHOOL DISTRICT-ADULT EDUCATION AND SANTA CRUZ CITY SCHOOLS**

Dear Members of the Board:

In prior years, your Board has approved three agreements allowing computer and basic skills training classes to be conducted at the Human Resources Agency's computer laboratories located at the one-stop career centers in Santa Cruz and Watsonville. Two of the agreements are for training Job Training Partnership Act (JTPA) participants in Watsonville and Santa Cruz, and one is for training CalWORKs participants in Santa Cruz. The North County agreements are with Santa Cruz City Schools, and the South County agreement is with Pajaro Valley Unified School District-Adult Education (PVUSD-Adult Education).

As part of our continuing effort to increase service integration and seamless services within the one-stop centers, we would like to consolidate the current computer laboratory Memoranda of Understanding (MOU's) into two agreements: one with PVUSD-Adult Education, and one with Santa Cruz City Schools. Each of the agreements includes both JTPA and CalWORKs programs. We request your Board's approval of the two consolidated agreements, which will supplant the three existing MOU's.

Under the terms of these agreements, PVUSD-Adult Education and Santa Cruz City Schools provide the instructional staff, the curriculum, and selected laboratory materials; JTPA and CalWORKs provide a facility, computers, software, and technical support. The attached agreements have been reviewed by both Risk Management and County Counsel in order to protect the County from all liability associated with their use of the site.

## BOARD OF SUPERVISORS

Agenda: September 22, 1998

Approval of Agreements with PVUSD- Adult Education and  
Santa Cruz City Schools

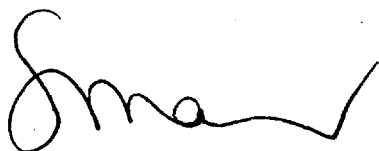
IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached agreements with PVUSD-Adult Education and Santa Cruz City Schools to conduct training classes at the Human Resources Agency's computer laboratories located at 18 West Beach in Watsonville, and at 1040 and 1080 Emeline in Santa Cruz; and
2. Authorize the Human Resources Agency Administrator to sign the agreements.

Very truly yours,

CECILIA ESPINOLA  
Administrator

RECOMMENDED:

Susan A. Mauriello  
County Administrative Officer

Attachments

cc: PVUSD-Adult Education  
Santa Cruz City Schools

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**PAJARO VALLEY UNIFIED SCHOOL DISTRICT-ADULT EDUCATION**  
**and**  
**COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**

**I. PURPOSE**

The purpose of this Memorandum of Understanding is to describe the agreement between Pajaro Valley Unified School District-Adult Education (PVUSD-ADULT EDUCATION) and the County of Santa Cruz Human Resources Agency (COUNTY) to provide computer learning lab instruction to eligible Job Training Partnership Act (JTPA) and CalWORKs participants.

**II. MEETING/COMMUNICATION**

Based upon mutual agreement, the COUNTY and PVUSD-ADULT EDUCATION administrative staffs will determine class schedules. PVUSD-ADULT EDUCATION and COUNTY shall meet as needed to review program development and operations.

**III. DUTIES AND RESPONSIBILITIES**

**PVUSD-ADULT EDUCATION AGREES:**

1. To provide computer learning lab instruction to eligible JTPA and CalWORKs participants, as identified by COUNTY, on topics such as the following: computer operator software training applications, English as a Second Language, computerized office skills, spreadsheets, presentation software, and Basic Skills/GED test preparation.
2. To assign employees who are certificated instructors in the classroom training provided, in order to improve the applicable skill levels of each participant.
3. To utilize computerized training programs, including but not limited to MS Windows 3.1, Microsoft Excel, Mavis Teaches Typing, WordPerfect, Resume Kit, Integrated Learning Systems, and Plato, and to have instructors with a working knowledge of these computer software programs.
4. To obtain written approval for any material deviation from this training program from COUNTY Administration at least thirty (30) days prior to implementation.
5. To supply the CalWORKs computer laboratory with materials or equipment, such as computer paper, computer software, or laptop computers, or any other materials as mutually agreed upon, in an amount up to \$7,500, during the 1998-99 fiscal

year. Specific items to be supplied will be determined through mutual agreement with COUNTY in order to best meet participants' needs. PVUSD-ADULT EDUCATION will provide COUNTY with a year-end report identifying materials and equipment contributed to supply the laboratory.

#### COUNTY AGREES:

1. To provide the classroom space, including computers and software, at 18 West Beach Street, Watsonville, in the CalWORKs and JTPA computer laboratories.

#### IV. HOLD HARMLESS

PVUSD-ADULT EDUCATION and COUNTY shall indemnify, defend, and hold one another, their officers, agents, employees and volunteers, harmless from and against any and all crimes, losses, liabilities, damages, demands and actions collectively referred to as "liability" herein, arising out of each party's respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligence or intentional acts or omissions of the indemnifying party, its officers, agents, employees, or volunteers.

PVUSD-ADULT EDUCATION shall exonerate, indemnify, defend and hold harmless COUNTY from any and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to PVUSD-ADULT EDUCATION and its officers, employees and agents engaged in the performance of this agreement (including without limitation, unemployment insurance, social security and payroll tax withholdings).

#### V. INSURANCE

PVUSD-ADULT EDUCATION fully warrants and represents that it is adequately self-insured to cover any and all claims arising from this agreement and that it will obtain Workers' Compensation Insurance in the minimum statutorily required coverage amount.

#### VI. SEVERABILITY

If any provision or any part of any provision of this agreement is for any reason held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, then the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.

#### VII. ATTORNEYS' FEES

In case any litigation is commenced with respect to this contract, the prevailing party shall be entitled to recover from the other party, in addition to amounts found due and owing, costs of suit and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the prevailing party in such litigation, all to be taxed as costs and included in any judgment rendered.

## VIII. TERMINATION OF AGREEMENT

Either COUNTY or PVUSD-ADULT EDUCATION may request a termination of this agreement for convenience, upon thirty (30) days' written notice thereof to the other.

## IX. NON-ASSIGNMENT

PVUSD-ADULT EDUCATION shall not assign this Agreement without the prior written consent of COUNTY.

## X. 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.

## XI. SIGNATURES

Diarmuid Fitzgerald  
PVUSD-ADULT EDUCATION

of Senance  
Title

7/29/98  
Date

\_\_\_\_\_  
CECILIA ESPINOLA, Administrator  
County of Santa Cruz Human Resources Agency

\_\_\_\_\_  
Date

Approved as to insurance:

Janet McKinley 7-28-98  
Risk Management

Approved as to form:

Jane M. Scott  
County Counsel

Recommended:

\_\_\_\_\_  
County Administrative Officer

Distribution: County Administrative Officer  
Human Resources Agency--JTPA and JOB Divisions  
Pajaro Valley Unified School District-Adult Education

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**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SANTA CRUZ CITY SCHOOLS**  
**and**  
**COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY**

**I. PURPOSE**

The purpose of this Memorandum of Understanding is to describe the agreement between Santa Cruz City Schools (DISTRICT) and the County of Santa Cruz Human Resources Agency (COUNTY) to provide computer learning lab instruction to eligible Job Training Partnership Act (JTPA) and CalWORKs participants.

**II. MEETING/COMMUNICATION**

Based upon mutual agreement, COUNTY and DISTRICT administrative staffs will determine class schedules. DISTRICT and COUNTY shall meet as needed to review program development and operations.

**III. DUTIES AND RESPONSIBILITIES**

**DISTRICT AGREES:**

1. To provide computer learning lab instruction to eligible JTPA and CalWORKs participants, as identified by COUNTY, on topics such as the following: computer operator software training applications, English as a Second Language, computerized office skills, spreadsheets, presentation software, and Basic Skills/GED test preparation.
2. To assign employees who are certificated instructors in the classroom training provided, in order to improve the applicable skill levels of each participant.
3. To utilize computerized training programs, including but not limited to MS Windows 3.1, Microsoft Excel, Mavis Teaches Typing, WordPerfect, Resume Kit, Integrated Learning Systems, and Plato, and to have instructors with a working knowledge of these computer software programs.
4. To obtain written approval for any material deviation from this training program from COUNTY Administration at least thirty (30) days prior to implementation.
5. To supply the CalWORKs computer laboratory with materials or equipment, such as computer paper, computer software, or laptop computers, or any other materials as mutually agreed upon, in an amount up to \$7,500, during the 1998-99 fiscal year. Specific items to be supplied will be determined through mutual agreement.

with COUNTY in order to best meet participants' needs. DISTRICT will provide COUNTY with a year-end report identifying materials and equipment contributed to supply the laboratory.

#### COUNTY AGREES:

1. To provide the classroom space, including computers and software, at 1040 Emeline Avenue, Santa Cruz, for JTPA clients and at 1080 Emeline Avenue, Santa Cruz, for CalWORKs clients.
2. To provide technical support and maintenance on the hardware and software in both labs.

#### IV. HOLD HARMLESS

DISTRICT and COUNTY shall indemnify, defend, and hold one another, their officers, agents, employees and volunteers, harmless from and against any and all crimes, losses, liabilities, damages, demands and actions collectively referred to as "liability" herein, arising out of each party's respective performance of this agreement, but only in proportion to and to the extent such liability is caused by or results from the negligence or intentional acts or omissions of the indemnifying party, its officers, agents, employees, or volunteers.

DISTRICT shall exonerate, indemnify, defend and hold harmless COUNTY from any and against any and all federal, state, and local taxes, charges, fees, or contributions required to be paid with respect to DISTRICT and its officers, employees and agents engaged in the performance of this agreement (including without limitation, unemployment insurance, social security and payroll tax withholdings).

#### V. INSURANCE

DISTRICT fully warrants and represents that it is adequately self-insured to cover any and all claims arising from this agreement and that it will obtain Workers' Compensation Insurance in the minimum statutorily required coverage amount.

#### VI. TERMINATION OF AGREEMENT

Either COUNTY or DISTRICT may request a termination of this agreement for convenience, upon thirty (30) days' written notice thereof to the other.

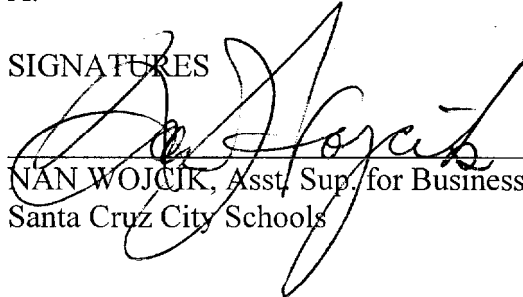
#### VII. NON-ASSIGNMENT

DISTRICT shall not assign this Agreement without the prior written consent of COUNTY.

VIII. 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 and attached as Exhibit A.

IX. SIGNATURES

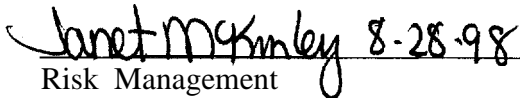
  
 NAN WOJCICK, Asst. Sup. for Business Svcs  
 Santa Cruz City Schools

9/3/98  
 Date

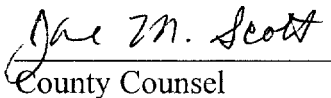
\_\_\_\_\_  
 CECILIA ESPINOLA, Administrator  
 County of Santa Cruz Human Resources Agency

\_\_\_\_\_  
 Date

Approved as to insurance:

  
 Risk Management

Approved as to form:

  
 County Counsel

Recommended:

\_\_\_\_\_  
 County Administrative Officer

Distribution: County Administrative Officer  
 Human Resources Agency--JTPA and JOB Divisions  
 Santa Cruz City Schools

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**Chapter 1.05****CLAIMS AGAINST THE COUNTY****Sections:**

- 1.05.010 Statutory authority.**
- 1.05.020 Purpose.**
- 1.05.030 Scope.**
- 1.05.040 Requirements to bring suit.**
- 1.05.050 Time limitation.**
- 1.05.060 Late filing of claims.**
- 1.05.070 Claim form.**
- 1.05.080 Auditor's duties.**
- 1.05.090 Time for action by county officers and claimant.**
- 1.05.100 Reexamination of rejected claims.**
- 1.05.110 Contract claims.**
- 1.05.120 Waiver of waiting period.**
- 1.05.130 Action on liability claims.**
- 1.05.140 Action on workers' compensation claims.**

**1.05.010 Statutory authority.**

This chapter is adopted pursuant to and in conformity with Sections 905, 930.2, 935 and 29700 et. seq. of the California Government Code. (Ord. 3977 § 1 (part), 1989)

**1.05.020 Purpose.**

The purposes of this chapter are to allow the county of Santa Cruz to make a timely investigation of the facts on which a claim is based so as to have an opportunity to settle just claims before suit is brought, defend itself against unjust claims, and correct promptly any conditions or practices

which gave rise to claims. (Ord. 3977 § 1 (part), 1989)

**1.05.030 Scope.**

All claims against the county of Santa Cruz for money or damages which are excepted by Section 905 of the Government Code from the claims procedure provided by Part 3 of Division 3.6, Title 1 of the Government Code and which are not expressly governed by any other statute or regulation shall be governed by this chapter. (Ord. 3977 § 1 (part), 1989)

**1.05.040 Requirements to bring suit.**

No suit for money or damages may be brought against the county on a cause of action for which this chapter requires a claim to be presented until a written claim therefor has been filed in conformity with this chapter. Only the person who filed the claim may bring such a suit. (Ord. 4397 § 1, 1996; Ord. 3977 § 1 (part), 1989)

**1.05.050 Time limitation.**

The claim for any cause of action specified in Section 1.05.030 shall be presented in the manner provided in Section 1.05.070 of this chapter as applicable and shall be presented and processed as provided by Chapters 1 and 2 of Part 3 of Division 3.6 of Title 1 of the Government Code insofar as said provisions are not in conflict with this chapter. A claim relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented not later than six months after accrual of the cause of action. A claim relating to any other cause of action shall be presented not later than one year after the accrual of the cause of action. Each claim

1.05.050

shall be verified by the person who claims to be entitled to be paid the money or damages or by his or her guardian, conservator, executor or administrator. (Ord. 4397 § 2, 1996; Ord. 3977 § 1 (part), 1989)

**1.05060 Late filing of claims.**

In accordance with Section 935 of the Government Code, the late filing of claims pursuant to this chapter is regulated by Sections 911.4 to 912.2, inclusive, of the Government Code. (Ord. 3977 § 1 (part), 1989)

**1.05070 Claim form.**

Claims under this chapter shall be filed as specified in this section:

A. Any claim for salaries and wages of county officers and employees shall be presented to the auditor in the number and on the forms prescribed by the auditor. The claim shall be certified by the head of the department or office in which the officer or employee is employed.

B. Any claim for mileage, travel and other expenses of county employees shall be presented to the auditor on forms prescribed by the auditor. The claim shall be signed by the claimant and certified by the head of the department or **office** whose appropriations are charged with the expenditure.

C. Any claim for transportation of county **officers** or employees, wards, prisoners or other authorized persons, payable to public carriers, shall be presented to the auditor on forms prescribed by the auditor. The claims shall be certified by the officer whose appropriations are charged with the expenditure.

D. Any claim for public assistance under any law under which the county administers such assistance shall be presented to the

auditor on forms prescribed by the auditor. Other than for modifications, the auditor may prescribe a procedure eliminating the filing of **claims** for routine or repetitive public assistance benefits. The claims shall be certified by the officer directing the expenditure. Where the form or forms prescribed by the auditor require the signature of the claimant and/or the recipient, either or both signatures may be waived at the discretion of the auditor.

E. Any claim for public assistance under Section 987(a) of the Penal Code or other statute providing for counsel for persons not financially able to employ counsel shall be presented to the auditor on forms prescribed by the auditor. The claims shall be signed by the claimants and **certified** by a judge of the court in which the services were performed that the counsel services were unable to be provided under any existing county contract for indigent legal services due to a conflict of interest and that the amount of the claim is reasonable.

F. Any claim for principal or interest shall be based solely upon presentation of the matured bond, interest coupon, or other evidences of indebtedness.

G. Any claim by the state or a department or agency of or by another public entity relating to a cause of action for death or for injury to person or to personal property or growing crops shall be presented to the clerk of the board of supervisors. Any other claim by the state or a department or agency thereof or by another public entity shall be presented to the auditor on forms prescribed by the auditor and such claim shall be certified by the officer directing the expenditure, where appropriate.

H. Any claim for money or damages for loss or damage to personal property **entrust-**

1.05.070

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ed to the care and custody of a county  
officer or employee as a result of such  
claimant's confinement in any county facili-  
ty and for which existing

public liability and property damage insurance policies of the county do not otherwise cover, shall be filed with the clerk of the board of supervisors.

I. Any claim for money or benefits under the Workers' Compensation Law (Division 4 of the Labor Code and Title 8 of the California Administrative Code) shall be presented to the risk manager on forms prescribed by the division of industrial accidents or by the risk manager.

J. Wherever in this section certification of a claim is required to be made by the head of a department or office, it shall be deemed to include certification by his designated subordinate; wherever in this section certification is required on a claim, the claimant shall present the claim to the designated officer for certification before presentation to the auditor or risk manager but if within ten days after presentation to such officer the officer has failed or refused to certify the claim, the claimant may present the uncertified claim to the auditor or risk manager including thereon an appropriate notation showing presentation to the designated officer and his failure or refusal to certify.

K. As an alternative procedure to that specified in this section for the filing of any of the foregoing claims, any claimant of a claim under this chapter may file such claim with the clerk of the board of supervisors on the form provided by the auditor or risk manager but need not obtain certification of the claim prior to such filing.

L. Whenever as prescribed in subsection A of this section certification of a claim is required to be made by the head of a department or office for salaries and

wages of county officers and employees and a state of extreme emergency, state of disaster, or state of local disaster exists as defined in Chapter 2.26 of this code, including an emergency resulting from a labor controversy, during the period of such state of extreme emergency, state of disaster, or state of local disaster, including an emergency resulting from a labor controversy, it will be presumed in absence of receipt by the auditor of information to the contrary that no change in the payroll status of the county officers and employees in the department or office has occurred and that work by the officers and employees has been performed during normal working hours. In such event salaries and wages of such county officers and employees may be paid without a certification of a claim from the head of the department or office as otherwise provided. Any amounts paid in excess of salaries and wages due and owing to such county officers and employees by reason of this provision shall be recovered by the county from such county officers and employees in the same manner as other overpayments for salaries and wages are recovered.

M. Whenever, as prescribed in subsection D of this section certification of a claim is required to be made by the director of the human resources agency for public assistance under any law under which the county administers such assistance and a state of extreme emergency, state of disaster, or state of local disaster exists as defined in Chapter 2.26 of this code, including an emergency resulting from a labor controversy, during the period of such state of extreme emergency, state of disaster or state of

1.05.070

local disaster, including an emergency resulting from a labor controversy, it will be presumed in the absence of receipt by the auditor of information to the contrary that no change in status of routine or repetitive public assistance benefits has occurred and that such routine or repetitive public assistance benefits are the same as those paid for the period immediately preceding the state of extreme emergency, state of disaster, state of local disaster, or emergency resulting from a labor controversy. In such event, routine or repetitive public assistance benefits may be paid without a certification of a claim by the director of the human resources agency. Any amounts paid in excess of the public assistance benefits due and owing to persons receiving such benefits by reason of this provision shall be recovered in accordance with rules and regulations of the county and the state department of social welfare applicable to overpayment of public assistance. (Ord. 3977 § 1 (part), 1989)

**1.05.080 Auditor's duties.**

The auditor shall audit and allow or reject claims presented to the auditor under subsections A through F of Section 1.05.070 in lieu of and with the same effect as allowance or rejection by the board. (Ord. 3977 § 1 (part), 1989)

**1.05.090 Time for action by county officers and claimant.**

The auditor, risk manager, or board of supervisors shall act upon any claim filed pursuant to this chapter within the time

prescribed by Section 912.4 of the Government Code and in the manner prescribed by Section 912.6 of that code for action by a board, and the failure or refusal of the auditor, risk manager, or board of supervisors to act on a claim shall be the effect stipulated in said Section 912.4. Any action brought by the claimant in the cause of action set forth in any claim filed pursuant to this chapter shall be brought within the time specified in Section 945.6 of the Government Code. (Ord. 3977 § 1 (part), 1989)

**1.05.100 Reexamination of rejected claims.**

The auditor, risk manager, or board of supervisors may, in their discretion, within the time prescribed by Section 945.6 of the Government Code for commencing an action on the claim, reexamine a previously rejected claim within their jurisdiction in order to consider settlement of the claim in accordance with Section 913.2 of the Government Code. (Ord. 3977 § 1 (part), 1989)

**1.05.110 Contract claims.**

In accordance with the authorization granted by Section 930.2 of the Government Code, the following procedure may be made applicable to the presentation and processing of claims arising out of or relating to contracts and agreements to which the county is a party.

A. Time Limitation. A claim under this chapter based upon the accrual of a cause of action arising from a purchase order or other agreement of the county shall be presented in the manner provided in subsections B and C of this section not later than one year after the

accrual of the cause of action. For the purpose of computing the time limit prescribed by this section the date of accrual of a cause of action which is the subject matter of a claim is the date upon which the cause of action accrued within the meaning of the applicable statute of limitations, as defined by Section 901 of the Government Code.

B. Claim Form-Purchase Order Forms. The presentation of claims for materials or services furnished in compliance with purchase orders issued by the county shall be as follows:

1. The claimant shall file one copy of his invoice with the auditor, Room 100, County Governmental Center, Santa Cruz, California 95060.

2. The invoice shall show the following:

- a. The date service was rendered or materials furnished;

- b. The purchase order reference under which the materials or services were furnished;

- c. The claimant's name and post office address to which the remittance is to be mailed;

- d. A detail of the items invoiced, the unit price, sales tax where applicable, and the total amount claimed.

3. The auditor shall, prior to payment of the invoice, secure the certification of the ordering department of receipt of goods in compliance with the purchase order.

C. Claim Form-Agreements Other Than Purchase Orders. If the claim is based upon an agreement other than a purchase order, the claim shall be completed by the claimant by filling in all applicable blanks and shall be presented by the claimant to the auditor or to the officer or agent to whom the board has given responsibility for administrative supervision of the contract

performance in triplicate, on forms furnished or approved by the auditor. A claim may be filed by mail but will not be deemed filed unless and until its actual receipt by the auditor or other authorized officer or agent. The auditor shall secure certification of performance by the administering officer or agent prior to the payment of the claim.

D. Action on Contract Claims. If the claim is based upon a purchase order or if the claim is based upon a contract other than a purchase order, it shall be acted upon by the auditor within the time prescribed by Section 912.4 and in the manner prescribed by Section 912.6 of the Government Code for action by the board of a local public entity. Should the auditor fail or refuse to act upon the claim, his failure or refusal shall have the effect of the failure or refusal of a board to act as specified in said Section 912.4. Any action brought by the claimant on the cause of action set forth in the claim shall be brought within the time specified in Section 945.6 of the Government Code. Should the auditor reject any claim in whole or in part, he shall promptly report in writing thereon to the board. Any claim which is not within the authority of the auditor to allow under the provisions of Article 2 of Chapter 4, Division 3, Title 3 of the 'Government Code (commencing with Section 29740) shall not be acted upon by the auditor but shall be verified for mathematical errors by the auditor, preaudited and referred to the board for action. Sections 911.4 to 912.2 of the Government Code shall apply to all claims under this section.

E. Action on Certain Car Rental Agreement Claims. Notwithstanding subsections B, C and D of this section, claims for damages to rental cars under contracts or agree-

1.05.110

ments with the county where collision damage waivers are declined shall be administered by the risk manager, subject to the same settlement authority authorized for settlement of tort liability claims under Section 1.05.130. (Ord. 3977 § 1 (part), 1989)

**1.05.120 Waiver of waiting period.**

The three-day waiting periods prescribed by Sections 29701 and 29742 of the Government Code for consideration of claims and issuance of warrants may be waived by the auditor on any claims against the county of Santa Cruz for money or damages. (Ord. 3977 § 1 (part), 1989)

**1.05.130 Action on liability claims.**

A. All tort liability claims required to be presented to the county of Santa Cruz under the provisions of the California Tort Claims Act of 1964 (Government Code Section 810, et. seq.) or this chapter shall be filed with the clerk of the board of supervisors.

B. The personnel director or his/her designee of the county of Santa Cruz is authorized to allow, compromise or settle any tort liability claim or other claim for damages or any legal action for damages that is filed against the county of Santa Cruz, its officers or employees; provided:

1. The amount to be paid pursuant to such allowance, compromise or settlement, does not exceed two thousand five hundred dollars and the allowance, compromise or settlement is approved by county counsel; or the amount to be paid is greater than two thousand five hundred dollars, but less than five thousand dollars and the allowance, compromise or settlement is approved by the county counsel and the county administrative officer. If the amount to be

paid exceeds five thousand dollars, the allowance, compromise or settlement must be approved by the board of supervisors;

2. The claim or action is not subject to the terms of an insurance policy wherein the insurer is granted the authority to allow, deny, compromise or settle claims or actions within the scope of such policy.

C. In all claims or actions that are allowed, compromised or settled, the auditor-controller will be responsible upon written order of the county counsel, and in accordance with the terms of such allowance, compromise or settlement, to cause the necessary warrant to be issued upon the treasury of the county of Santa Cruz in any amount for which such tort liability claim or action has been allowed, compromised or settled pursuant to this section. (Ord. 4395 § 1, 1995: Ord. 3977 § 1 (part), 1989)

**1.05.140 Action on workers' compensation claims.**

A. All county employees making a claim for workers' compensation benefits under the provisions of Division 4 (commencing with Section 3200) of the Labor Code shall file such claims with the risk manager, or the Workers' Compensation Appeals Board pursuant to Division 4, Chapter 3 of the Labor Code and Title 8, Administrative Code, Section 10400.

B. The risk manager of the county of Santa Cruz is authorized to allow, compromise or settle any workers' compensation claim or case that is filed against the county of Santa Cruz; provided:

1. The amount to be paid pursuant to such allowance, compromise or settlement does not exceed ten thousand dollars;

2. The claim or action is for benefits as defined under the Workers' Compensation Laws of the state;

3. The claim or action is not subject to the terms of an insurance policy wherein the insurer is granted the authority to allow, deny, compromise or settle claims or actions within the scope of such policy; and

4. Any such compromise or settlement is approved by the Workers' Compensation Appeals Board (WCAB).

C. In all workers' compensation claims or actions that are allowed, compromised or settled, the county's workers' compensation claims administrator shall, upon order from the risk manager, cause the necessary check to be issued from the county's workers' compensation trust account in an amount for which any workers' compensation claim or action has been allowed, compromised or settled and approved by the Workers' Compensation Appeals Board (WCAB). (Ord. 3977 § I (part), 1989)