



County of Santa Cruz ⁰⁴⁰⁰¹⁹¹

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

Agenda: September 22, 1998

September 4, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, California

APPROVAL OF CONTRACT FOR CHILD CARE INFORMATION AND REFERRAL SERVICES

Dear Member of the Board:

As a part of budget hearings in June of this year, your Board approved a continuing agreement between the Human Resources Agency and the Child Development Resources Center for bilingual child care information and referral services. The original contract approved by your Board was for a six month period of time, and in order to provide services over a full year it is now necessary to increase the amount of the contract. The purpose of this letter is to request approval of a contract with the Child Development Resources Center for a full twelve months of services.

The contract will provide for continued bilingual child care information and referral services and consumer education at 18/19 W. Beach St. in Watsonville and 1020/1040 Emeline St. in Santa Cruz to CalWORKs participants, beginning at the point of orientation to the new program. Over the past six months, it has become more and more apparent that these services are an essential part of the support that is necessary for families to make a successful transition from welfare to work. The amount of this contract reflects the cost of providing these services for a full calendar year.

The contract has been approved as to form and insurance by County Counsel and Risk Management, and is attached for your information. It was signed by the County Office of Education on September 1, 1998.

BOARD OF SUPERVISORS
Agenda: September 15, 1998
Contract for Child Care Information and Referral Services

IT IS THEREFORE RECOMMENDED that your Board approve the contract in the amount of \$50,000 with the County Office of Education/Child Development Resource Center for bilingual child care information and referral services, and authorize the Human Resources Agency Administrator to sign the agreement on behalf of the County.

Very truly yours,

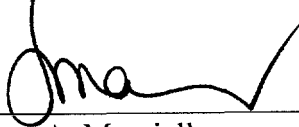


CECILIA ESPINOLA
Administrator

CE:SG:sg/boscdrc.98

Attachments

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000193

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 9/3/98 (Date)

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

- Said agreement is between the Human Resources Agency (Agency)
809-H Bay Avenue,
and the Child Development resource Center, Capitola, CA 95010 (Name & Address)
- The agreement will provide for specialized, bilingual child care information and referral
services and consumer education for CalWORKs participants.
- The agreement is needed agreement approved by the Board of Supervisors as a continuing agreement;
an amendment is necessary to cover a full year's contract.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ not to exceed #50,000 ~~(Fixed amount)~~ Monthly rate; Not to exceed)
- Remarks: W-9 and insurance forms on file; contact person: Sue Gilchrist X4027
- Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 81584 A Date 9/9/98
are not available and will be encumbered.
Subject to 98-99 Final Budget
GARY A. KNUTSON, Auditor - Controller
By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
HRA Administrator to execute the same on behalf of the county of Santa Cruz
Human Resources Agency (Agency).
County Administrative Officer

Remarks: _____ (Analyst)
By Madeya Norman Date 9/11/98
Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM 29 (6/95)

State of California)
County of Santa Cruz) ss
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 Officer by an order duly entered
in the minutes of said Board on _____ C o u n t y Administrative Officer
19 _____ By _____ Deputy Clerk

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00194

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 1998, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: provide specialized, bilingual child care information and referral services and consumer education for CalWORKs participants on location at 1020/1040 Emeline St., Santa Cruz, and 18/19 W. Beach St., Watsonville, to commence immediately.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$ 50,000, in accordance with Attachment A ("Budget"), attached hereto and incorporated herein by reference, on the basis of appropriate claims submitted to the Human Resources Agency.

3. TERM. The term of this contract shall be July 1st, 1998 through June 30, 1999.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (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 CONTRACTORS 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.

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Initials: DF /
CONTRACTOR/COUNTY

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

pk / _____.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000.00 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 ,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - / .

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:

Initials: pk / _____
CONTRACTOR/COUNTY **37**

“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, 1000 Emeline Street, Santa Cruz, CA 95060, Attn: Gail Groves.”

(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 coverages. All Certificates of Insurance shall be delivered or sent to: Human Resources Agency, 1000 emeline Street, Santa Cruz, CA 95060, Attn: Gail Groves.

7. EOUAL 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, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, religion, national origin, ancestry, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status, 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 40 12) identifying the sex, race, handicap or 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 \$50,000.00 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.

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By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement 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. ATTACHMENTS. This Agreement includes the following attachments:


- Attachment A: Budget
- Attachment B: Amendment of Automobile Liability Insurance.
- Attachment C: Amendment of Comprehensive or Commercial General Liability.
- Attachment D: Insurance Representations by Contractor.

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

COUNTY OF SANTA CRUZ

By: _____
Human Resources Agency

CONTRACTOR

By:  _____
BARNEY FINLAY
Assistant Superintendent, Business
Address: 809-H Bay Avenue

Capitola, CA 95010-2199

Telephone: (83 1) 476-7140

Tax ID#: 94-6002633

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APPROVED AS INSURANCE:

By: PHO 8-10-98
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION:

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

UNITDWAY.COM

Initials: me 37
CONTRACTOR/COUNTY

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REOUIREMENT


Subparagraph 6A(2) of Contract No. _____ dated July 1998 and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Santa Cruz Co (hereinafter called CONTRACTOR) is amended to read as follows:

PKZ/ Reduction in Reuirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 7/1/98

COUNTY OF SANTA CRUZ


CONTRACTOR
Dandy Finlay
Asst Supt Business

By _____
Human Resources Agency

Attachment B

000201

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____ dated 9/16/98 and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and SANTA CRUZ COE, (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; 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.

af / - 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: TRAINING AND REFORMATION SERVICE
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 9/16/98.



CONTRACTOR

COUNTY OF SANTA CRUZ
BY _____

Attachment C

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

- / - Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____
_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

- / - ~~Notice of Cancellation [6B(3)]~~. presents that as to the following required insurance coverage(s): _____
_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

- / - Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____
_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____

COUNTY OF SANTA CRUZ

CONTRACTOR

BY _____

ATTACHMENT A — BUDGET

PROJECT PROGRAM NUMBER: 9432 Child Development Resource Center/CALWORKS

TOTAL FUNDING AND SOURCE:	Local	\$	
	State	\$	
	Federal	\$	
	Other	\$50,000.00	County of Santa Cruz (CALWORKS)
	TOTAL	<u>\$50,000.00</u>	

BUDGET DETAIL:

<u>Description</u>	<u>Classification</u>	<u>Amount</u>
Clerks-Substitutes	2300	\$ 576. 00
Assistant Coordinators	2931	19,971.00
Special Projects Coordinator	2984	<u>3,970.00</u>
	Total 2000	\$24,517.00
OASDI, Non-Instructional	3320	\$ 1,595.00
Medicare, Non-Instructional	3340	282. 00
Health & Welfare, Non-Instructional	3420	7,686.00
Unemployment, Non-Instructional	3520	12. 00
Worker's Comp., Non-Instructional	3620	<u>495. 00</u>
	Total 3000	\$10,070.00
General Office Supplies	4500	\$ 5,000.00
	Total 4000	\$ 5,000.00
Other Mileage & Conference	5200	\$ 1,000.00
Facilities, Short Term Rental	5600	1,540.00
Other Servies & Operating Expense	5800	<u>1,500.00</u>
	Total 5000	\$ 4,040.00
Office Equipment	6400	<u>\$ 2,902.00</u>
	Total 6000	\$ 2,902.00
Administration Indirect Costs	7350	\$3,471. 00
	Total 7000	\$ 3,471.00
	Total 2000- 7000	<u>\$50,000.00</u>