



county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

December 28, 1998

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Agenda: January 12, 1999

ACCEPT UNANTICIPATED REVENUE AND APPROVE CHILDREN'S NETWORK STAFFING CONTRACT

Dear Members of the Board:

On October 20, 1998 your Board authorized the Human Resources Agency to issue a Request for Proposals (RFP) to procure a one year contract to provide staffing support to the Children's Network. Funding for this contract in the amount of \$25,000 is available through the Children's Trust Fund which is overseen by the Children's Network. In response to the RFP, HRA received two proposals, one from Food and Nutrition Services, Inc. and the other from the United Way of Santa Cruz County. The proposals were reviewed by a committee comprised of representatives of the Children's Network Cabinet. Based on their background and extensive experience in coordinating community events, assessments and advisory processes, a recommendation was made to award the contract to the United Way.

The purpose of this letter is to request your Board's approval of the attached contract with the United Way of Santa Cruz County to provide these services for the period January 1, 1999 through December 31, 1999. In order to make the necessary funds available for the contract, we are requesting authorization to accept unanticipated revenue from the Children's Trust Fund in the amount of \$12,500 for FY 1998/99. This contract represents no additional County cost.

IT IS THEREFORE RECOMMENDED that your Board:

1. Adopt the attached resolution accepting unanticipated revenue in the amount of \$12,500 and appropriate these funds into Family Relations index 392400; and

BOARD OF SUPERVISORS

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Agenda: January 12, 1999

Subject: Accept Unanticipated Revenue and Approve Children's Network Staffing Contract

2. Authorize the Human Resources Agency Administrator to execute the contract with United Way of Santa Cruz County for an amount not to exceed \$25,000 to provide staffing services to the Children's Network.

Very truly yours,

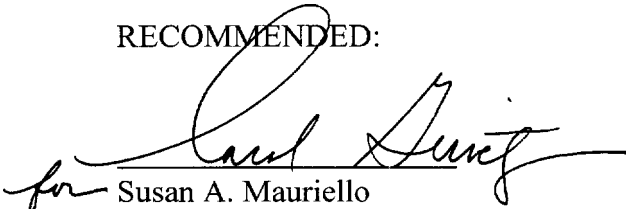


CECILIA ESPINOLA

Administrator

CE/MS (6.1n:\cpsadmin\childnet\uwcont.bos)

RECOMMENDED:



for Susan A. Mauriello

County Administrative Officer

cc: Auditor-Controller

United Way of Santa Cruz County

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Birth
Certificate Fees for Child Abuse Prevention program; and

WHEREAS, the County is recipient of funds in the amount of \$ 12,500
which are either in excess of **those anticipated** or are not specifically set
forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c)/29064(b)**, such funds
may be made available for specific appropriation by a four-fifths vote of
the Board of Supervisors;

NOW, THEREFORE, BE IT **RESOLVED AND ORDERED** that the **Santa Cruz** County
Auditor-Controller accept funds in the amount of \$ 12,500 into

Department HRA - Family Relations

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	0330	Other Licenses and Permits	\$12,500

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	5210		Child Abuse Prevention	\$12,500

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been
researched and that the Revenue(s) (has been) (will be) received within the
current fiscal year.

By *He Anne Accorn*
Department Head

Date 12-28-98

COUNTY ADMINISTRATIVE OFFICER

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

[Signature]

County Counsel

[Signature] 12/9/98

Auditor-Controller

Distribution:
Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

223

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 12/28/98 (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 County of Santa Cruz Human Resources Agency (Agency) and United Way of Santa Cruz County, PO Box 1458, Capitola, CA 95010 (Name & Address)
- The agreement will provide staffing: to the Children's Network
- The agreement is needed to provide services
- Period of the agreement is from 1/1/99 to 6/30/99
- Anticipated cost is \$ 12,500 or 98-99 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract term: 1/1/99-12/31/99 Contract Amt: \$25,000
W-9 on file; Contact: M. Shippen X 4419
- Appropriations are budgeted in 392400 (Index#) 5210 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081768 Date 12-29-98
are not available and will be encumbered.
GARY A. KNUTSON, Auditor - Controller
By Linda Chou Deputy.

Pending approval of Aud 60

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 Human Resources Agency (Agency).
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 12/31/98

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.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Slate 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 _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 12th day of January, 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and United Way of Santa Cruz County, hereinafter called CONTRACTOR. The parties agree as follows:

1. ~~CONTRACTOR~~ agrees to exercise special skill to staff the Santa Cruz County Children's Network and Cabinet of the Network. (See Exhibit B - Scope of Services)

2. ~~COMPENSATION~~ Non for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR in accordance with Exhibit C - Budget as follows:

Total cost of \$25,000 to be paid quarterly in four equal installments of \$6,250 per payment. CONTRACTOR invoice for payment must be accompanied by COUNTY approved expenditure report; CONTRACTOR shall submit a final Children's Network report and summary of CONTRACTOR activities by December 12, 1999.

3. TERM: The term of this contract shall be January 1, 1999 through December 31, 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 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~~OR, at its sole cost and expense, for the full term of this Contract (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

Initials: MLC
MS
CONTRACTOR/COUNTY

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 CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 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 *mlg/ms*

(3) Comprehensive or Commercial General 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, 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 (3) years after the expiration of this 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 the 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.

mlg/ms
Initials: ___/___
CONTRACTOR/COUNTY

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

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

Director of Prevention and Early Intervention
Human Resources Agency
1000 Emeline Street
Santa Cruz, CA 95060

(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:

Director of Prevention and Early Intervention
Human Resources Agency
1000 Emeline Street
Santa Cruz, CA 95060

7. NON-DISCRIMINATION PROVISIONS:

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), marital status, sex, sexual preference, age (over 40), 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 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

Initials: MLB
LMS
CONTRACTOR/COUNTY

(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), marital status, sex, sexual preference, age (over 40), 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 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 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 provision 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 subcontractors for standard commercial supplies or raw materials.

8. ~~INDEPENDENT CONTRACTOR~~ ~~SDA~~ ~~RUSA~~ 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 (workers 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~~ CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

~~SECONDARY FACTORS~~: 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 work place; (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 by the time; (h) The work is part of a special or permissive activity, program, or project,


Initials: MLG/ms
CONTRACTOR/COUNTY

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 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. P R E S E N T A T I O N : 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:

- Exhibit A: Amendment of Comprehensive or Commercial Liability Insurance Requirement
- Exhibit B: Scope of Services
- Exhibit C: Budget

INWITNESS 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: Marilyn Cook
Address: P.O. Box 1458
Capitola, CA
Telephone: 47 9-5466
Tax ID#: 97-1422471

APPROVED AS TO INSURANCE:

Jarret McKinley, 12-17-98
Risk Management

APPROVED AS TO FORM:

Joe M. Scott
Assistant County Counsel

Distribution: Auditor-Controller
Contractor

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Exhibit A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated January 1, 1999, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and UNITED WAY OF SANTA CRUZ COUNTY, (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.

MLG + MS 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 January 1, 1999.

COUNTY OF SANTA CRUZ

MLG
CONTRACTOR

By MS

MLG
Initials: MS
CONTRACTOR/COUNTY

EXHIBIT C

BUDGET

	Monthly	Annually
Coordinator's Salary 10 hours/week (4.3 wks/mo) @ \$25/hr	1,075.00	12,900.00
Coordinator Payroll Taxes/Burden (.0765 FICA + Unempl/WComp)	103.74	1,244.85
Clerical Support 5 hours/week (4.3 wks/mo) @ \$8.50/hr	182.75	2,193.00
Clerical Payroll Taxes/Burden	17.64	211.62
postage		
175 members @ 1.50/package x G/year	131.25	1,575.00
Office Rent/Telephone/FAX	350.00	4,200.00
Office Supplies	100.00	1,200.00
Mileage	25.00	300.00
Miscellaneous	97.96	1,175.53
Total	2,083.33	25,000.00

Initials: MLG, MS
CONTRACTOR/COUNTY