



county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 4544130 OR 454-4045 FAX: (408) 454-4842

May 24, 1999

Agenda: June 8, 1999

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

AGREEMENT WITH CABRILLO COMMUNITY COLLEGE DISTRICT FOR LADDERS PROJECT

Dear Members of the Board:

Since 1993, the Human Resources Agency (HRA) has been working with the Coalition for Workforce Preparation, a broad-based collaborative of organizations responsible for employment and training services, to improve the economic security of families and individuals in Santa Cruz County. The Coalition comprises over 30 local organizations, including employers, colleges, adult schools, regional occupational programs, and other public and private training programs, as well as the California Employment Development Department, and other employment and social service agencies. These organizations recognize that economic prosperity in Santa Cruz County demands a skilled work force as well as high-wage job opportunities, and as a result, have been particularly active in planning for and implementing welfare reform. The Coalition acknowledges that to successfully transition from welfare to economic independence, CalWORKs participants require employment that pays family-supporting wages--not just jobs, but careers. While substantial employment and training resources exist in the community, there is a serious need for greater coordination and integration of the various services provided.

To this end, on behalf of the Coalition, Cabrillo Community College has taken the lead in developing an exciting new project, LADDERS, that aims to create a comprehensive, integrated, employment-driven workforce development system that will more effectively mobilize public and private sector resources. The system, to be developed and implemented over a four-year period, will benefit all county residents, including job seekers, employers, and the job training community. It is especially significant for CalWORKs and other low-income participants in HRA programs, as many lack the skills, knowledge, and work readiness that are essential for work that pays a family-supporting wage. Bridging this gap requires education, training, a variety of support services, and employment in a series of positions that require progressively higher skills and pay higher wages. The LADDERS Project brings together employers and

education, training, employment, and human services agencies to build a system that emphasizes entry-level employment with rapid progress toward self-sufficiency; development of skills, knowledge, and values required by employers; and support for job placement, retention, and career advancement. The scale of this collaboration is unique; it includes virtually all Santa Cruz County workforce development providers, social service, and employment service agencies. Cabrillo College is singularly positioned to direct the project, as it has been the nexus of local collaborative efforts linking education, training, and workforce preparation in Santa Cruz County.

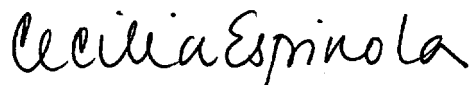
The LADDERS Project has received \$250,000 in first-year funding from the David and Lucile Packard Foundation, and Cabrillo College has committed \$15,000. The purpose of this letter is to seek your Board's approval to execute a \$70,000 contract with the Cabrillo Community College District for LADDERS Project services during June-December, 1999. Funds are included in the FY 1998/99 budget, and there are no County costs associated with the project.

During 1999, the LADDERS Project will:

- *Inventory current capacity.* Identify current training, education, and support programs and services and their entry requirements and exit competencies.
- *Identify current information systems for planning and evaluation.* Determine how agencies track progress and what kinds of information should be shared to support people as they move from one agency to the next.
- *Develop prototype ladders.* Employers, faculty, trainers, and service providers will jointly develop the vertically integrated sequences of programs and services that lead to employment at family supporting wages.
- *Coordinate the Workforce Development Community's participation and mobilize efforts around initiatives that support creation of ladders.*
- *Develop three workforce education foundation elements: English proficiency, computer technology proficiency, and work-based learning.* Educators and trainers will work with employers to define standards and initiate programs to meet the standards.

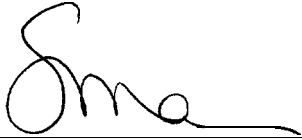
IT IS THEREFORE RECOMMENDED that your Board authorize the Human Resources Agency Administrator to sign the agreement with the Cabrillo Community College District for LADDERS Project services in Santa Cruz County.

Very truly yours,



Cecilia Espinola
Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments

cc: Auditor-Controller
County Counsel
Cabrillo Community College District

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Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 8th day of June, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CABRILLO COMMUNITY COLLEGE DISTRICT, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Coordinate the development of a comprehensive, integrated workforce preparation system (LADDERS) that provides the means for CalWORKs participants and the working poor to move to economic independence. See Exhibit A, Scope of Work, incorporated herein by reference, for specific tasks to be completed.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: In consideration of services rendered, COUNTY shall pay CONTRACTOR a single payment of \$70,000, following submission of an invoice to:

County of Santa Cruz Human Resources Agency
Attention: FK13
P.O. Box 1320
Santa Cruz, CA 95061

CONTRACTOR'S invoice shall fully document services to be provided.

3. TERM. The term of this contract shall be June 8, 1999, through December 31, 1999.

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, 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 (P) / C.E.

(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 \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY (P) /

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 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 a addition-

al 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:

Human Resources Agency
1000 Emeline Ave.
Santa Cruz, CA 95060
Attn: Nora Krantzler

(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 Ave.
Santa Cruz, CA 95060
Attn: Nora Krantzler

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, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, pregnancy, and gender 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, 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 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 (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: 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; 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 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

APPROVED AS TO INSURANCE:

By: Janet McKinley 5-24-99
Risk Management

APPROVED AS TO FORM:

By: Jae M. Scott
County Counsel

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

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Attachment A

SCOPE OF WORK

Contractor agrees to exercise special skill to accomplish the following result: Work with collaborating agencies--including employers, adult school programs, regional occupational programs and other public and private training programs, as well as representatives of the County of Santa Cruz Human Resources Agency, the State of California Employment Development Department, and other employment and social service agencies--to create a comprehensive, integrated workforce preparation system that provides the means for CalWORKs participants and the working poor to move to economic independence.

The following tasks are to be completed during the term of this contract:

1. Inventory the current capacity of training, education, and support programs and services.
2. Identify information systems used by collaborating agencies to track the progress of clients and students. Analyze opportunities for sharing data to facilitate students' use of multiple institutions and services and for program planning and evaluation purposes.
3. Coordinate participation of workforce development agencies and mobilize efforts around initiatives that support the creation of career ladders.
4. Develop prototype workforce education master plans for career ladders in office careers, child care, and medical assisting.
5. Develop three workforce education foundation elements:
 - **Workplace-related English proficiency:** Work with employers in a selected industry to define standards for workplace-related English proficiency. Work with education and training institutions to develop a cross-institutional plan to provide the instruction and training necessary for

students with limited English proficiency to meet these standards.

Workplace-related computer technology proficiency: Work with employers to define computer technology competency standards. Work with education and training institutions to provide the instruction and training necessary for students to meet those standards.

Work-based learning: Initiate a countywide, cross-institutional, work-based learning program that operates on behalf of all partner institutions to develop and provide work-based learning opportunities to students.

CONTRACTOR: Jay Cardwell COUNTY : _____

Attachment B

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3), of Contract No: _____ dated May 19, 1999, by and between County of Santa Cruz (hereinafter called COUNTY) and CABRILLO COMMUNITY COLLEGE DISTRICT (hereinafter called CONTRACTOR) is amended to read as follows:

②/CC
nh

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 requirement of said Agreement by waiving same.

②/CC
nh

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.

②/CC
nh

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 Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective June 8, 1999.

CONTRACTOR: Ray Cardwell COUNTY: _____

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
if your name has changed.)

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.)

Business name (Sole proprietors see instructions on page 2)

Cabrillo Community College District

Please check appropriate box ☐ Individual Sole proprietor ☐ Corporation ☐ Partnership ☒ Other *Community College*

Address (number, street, and apt. or suite no.)

6500 Sausal Dr.

City, state, and ZIP code

Aptos CA 95003

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

77-0385111

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

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 *Randy Cardwell*

Date

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.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000355

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

FROM: Human Resources Agency (Dept.)
Elaine A. Knutson (Signature) 5/25/99 (Date)

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

1. Said agreement is between the County of Santa Cruz HRA (Agency)
and Cabrillo Community College District (Name & Address)
2. The agreement will provide coordinated development of a comprehensive e g r a t e d
workforce preparation system (LADDERS).
3. The agreement is needed to provide services for development of career ladders for
CalWORKs participants and other County residents.
4. Period of the agreement is from June 8, 1999 to June 30, 1999
5. Anticipated cost is \$ 70,000 ~~(Fixed amount)~~ ~~Monthly rate~~ Not to exceed
6. Remarks: contact person: Nora Krantzler, ext. 5430
7. Appropriations are budgeted in Social Services 3921 (Index#) (3666 b o b j e c t)

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

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

Contract No. CO 81848 Date 5/25/99

GARY A. KNUTSON, Auditor-Controller

By Ronald J. Liron 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 _____ Date _____

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Conroy
Auditor-Controller • Pink
Originating Dept. • Goldonrod

'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 _____

_____ 19 _____

By _____ County Administrative Officer
_____ Deputy Clerk

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