



# County of Santa Cruz

363

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95080

(408) 454-4130 OR 4544045 FAX: (408) 454-4842

June 7, 1999

Agenda: June 22, 1999

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

### CHILDREN'S NETWORK CONTRACT RECOMMENDATIONS FY 1999/2000

Dear Members of the Board:

As you know, the Santa Cruz County Children's Network is charged with planning and oversight of various programs and funding resources administered by the Human Resources Agency (HRA). Among these are the Family Preservation and Support Programs (FPSP) which is 100% federally funded under the FPSP Act of 1993; and the County Children's Trust Fund supported by a percentage of local birth certificate fees. The purpose of this letter is to seek your Board's approval of contracts with the Greater Bay Area Family Resource Network (GBAFRN) and the Santa Cruz County Child Abuse Prevention Council (CAPC) based on recommendations developed by the Children's Network Cabinet at its May 1999 meeting. Appropriations for the contracts, which are on file with the Clerk of the Board, are included in HRA's 1999/2000 budget. The following summarizes these recommendations:

#### **FPSP Contract (\$24,000): Support to Family Resource Center Network (FRCN)**

On October 6, 1998 your Board reviewed HRA's update to the FPSP Five-Year Plan which presents our County's strategies for addressing the FPSP goals of building integrated service delivery systems to strengthen families and improve outcomes for children. Santa Cruz County receives approximately \$150,000 annually to implement FPSP. At the October 6, 1998 meeting, your Board approved several contract recommendations developed by the Children's Network for distribution of FPSP funds for FFY 1998/99. Included was authorization to set aside a total of \$24,000 in reserve to be used to support the development of the Family Resource Center Network (FRCN) once a plan for the use of these funds was developed.

**BOARD OF SUPERVISORS**

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**Agenda: June 22, 1999****CHILDREN'S NETWORK CONTRACT RECOMMENDATIONS**

At its May meeting, the Children's Network Cabinet approved the FRCN's plan to use the reserve to procure high level technical assistance and staffing support from the Greater Bay Area Family Resource Network (GBAFRN) for the remainder of the federal fiscal year. GBAFRN has unique expertise in providing such assistance to Family Resource Center programs and was contracted to provide this type of help to the 15 community-based agency members of the FRCN for parts of 1997/98 and 1998/99. Since much of the work of FRCN involves implementing and expanding its workplan objectives, the Children's Network Cabinet concurred that GBAFRN is best qualified to provide the necessary continuity to complete this work within the time limits of this federal fiscal year (ending September 30, 1999). Technical assistance activities outlined in the contract scope of work include: developing learning materials; finalizing the FRCN Standards; developing membership MOU's; providing trainings to member agencies and their staffs; developing a parent involvement strategy; developing funding proposals and budgets for FRCN sustainability; providing staffing to the FRCN and developing formalized linkages with relevant advisory groups and initiatives such as the Children's Network and the Answers Benefiting Children (ABC) initiative.

**Children's Trust Fund Contracts**

As you know, the Children's Trust Fund, which was established under the Welfare and Institutions Code, allows Counties to use a portion of the revenues from birth certificate fees to provide support to programs and activities consistent with the county's efforts to prevent child abuse and neglect. Your Board has designated the Children's Network as the body responsible for making recommendations for the expenditure of these funds which average approximately \$45,000 per year. The majority of these funds are currently contracted for direct prevention services provided by the Parents Center and for staffing support to the Children's Network. At its May meeting, the Children's Network Cabinet made the following recommendations for distribution of CTF funds not currently committed, taking into consideration the legislative requirement that some CTF funds be used to support Child Abuse Prevention Councils (CAPC). The Children's Network will present additional recommendations for consideration by your Board as funds become available and as the Network completes its work on priorities and guidelines for distribution of CTF revenues.

**1. Child Abuse Prevention Council – Positive Parenting Panel Project (\$2,400)**

This contract will provide funding for four parenting education panels entitled "*Everything You Wanted to Know About Positive Parenting and Now Get to Ask.*" This is the continuation of a series of panels successfully initiated by CAPC during the past year. Interactive panel presentations and follow-up discussions are provided by professionals with expertise in child development and parenting skills and are offered to English and Spanish speaking parents throughout the county. Translation services and child care are included to ensure that all parents can take advantage of the panels.

**2. Child Abuse Prevention Council – Camp Confidence Scholarships (\$2,250)**

Camp Confidence/"Express Yourself" is a week-long summer day camp program co-sponsored by the Santa Cruz City Schools and the Child Abuse Prevention Council. Approximately 50 youngsters attend the camp which is held at Branciforte Elementary school. The emphasis of this day camp is on arts and crafts and other expressive activities to help children build confidence and self-esteem. Trained counselors are on site to provide interactive support and encouragement to the campers. The project is also being coordinated with the federal Summer Lunch Program which the Children's Network has targeted for development support as part of the Network's annual project. The proposed CAPC contract will provide 18 campership scholarships to low-income children so that they can participate in this very valuable experience.

In addition to the above, at its May meeting the Children's Network Cabinet also recommended that \$10,000 in Children's Trust Fund monies be designated to support coordination of child nutrition services for the summer lunch program. HRA will return to your Board in August with recommendations for contracting these funds as an amendment to the community programs contract with Food and Nutrition Services, Inc.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve a contract with the Greater Bay Area Family Resource Network in the amount of \$24,000 to provide technical assistance and staff support to the Family Resource Center Network and authorize the Human Resources Agency Administrator to execute this contract;
2. Approve contracts with the Child Abuse Prevention Council in the amount of \$2,400 to provide parent education panels, and in the amount of \$2,250 to provide campership scholarships for Camp Confidence summer day camp and authorize the Human Resources Agency Administrator to execute these contracts.

Very truly yours,



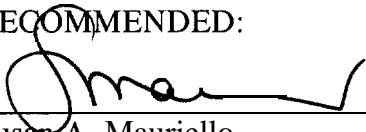
CECILIA ESPINOLA  
Administrator

**BOARD OF SUPERVISORS**

**Agenda: June 22, 1999**

**CHILDREN'S NETWORK CONTRACT RECOMMENDATIONS**

RECOMMENDED:



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Susan A. Mauriello  
County Administrative Officer

cc: Children's Network  
Greater Bay Area Family Resource Network  
Child Abuse Prevention Council

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0367

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

FROM: Human Resources Agency (Dept.)  
*[Signature]* (Signature) 6/9/99 (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 Human Resources Agency (Agency)  
P. O. Box 855  
and Santa Cruz Count-q Child Abuse Prevention Council Capitola, CA 95010 (Name & Address)

2. The ogreement will provide 4 parenting education panels

3. The agreement is needed to support activities to prevent child abuse.

4. Period of the agreement is from 7/1/99 to 6/30/00

5. Anticipated cost is \$ 2,400 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file  
Contact M. Shippen X4419

7. 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. C091830 Date 6/9/99  
are not will be  
\* SUBJECT TO 1999-2000 FY BUDGET APPROVAL  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva 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 Human Resources Agency

Remarks: [Signature] (Analyst) County Administrative Officer  
By [Signature] Date 6/15/99

Agreement approved as to form. Date \_\_\_\_\_

- Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - [initials]  
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,  
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 \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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COPY

CONTRACT NO. 368

INDEPENDENT CONTRACTOR AGREEMENT  
CHILD ABUSE PREVENTION COUNCIL: POSITIVE PARENTING PANEL PROJECT

THIS AGREEMENT is entered into this 1st day of July, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the Santa Cruz County Child Abuse Prevention Council (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide four (4) parenting education panels entitled "*Everything You Wanted to Know About Positive Parenting and Now Get to Ask*". Panels will be provided to residents of Santa Cruz County and will include: panel presentations; small group discussions; translation services for Spanish speaking attendees; and child care for children of parents attending panel presentations.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a total of \$2,400 in accordance with Attachment A "Budget". Contractor shall be paid upon completion of each of the four panel presentations on the basis of submission of a suitable invoice.
3. TERM. The term of this CONTRACT shall be July 1, 1999, through June 30, 2000.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving two weeks 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.

Initials: 1 MS  
Contractor/County

39

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 it's 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 the Agreement, unless CONTRACTOR and COUNTY both initial here.

\_\_\_\_\_ /

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts, This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here.

\_\_\_\_\_ /

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile-Liability Insurance in the minimum amount of \$500,000 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.

\_\_\_\_\_ / MS

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

- (4) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY.

\_\_\_\_\_ /

**B. Other Insurance Provision**

- (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 reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

- (3) All the insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, 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:

Michelle Shippen, Director of Prevention and Early Intervention Services  
 Human Resources Agency  
 1000 Emeline Avenue  
 Santa Cruz, CA 95060

- 6. EQUAL EMPLOYMENT OPPORTUNITY During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

Initials:           / M S            
 Contractor/County



- 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, pregnancy, gender, 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 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), marital status, pregnancy, gender, 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/Disables 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 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered 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 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 of 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.

Initials:           /          MS            
Contractor/County

- 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. AMENDMENT This contract may be amended, modified or changed by written consent of both parties.
- 13. ATTACHMENTS This agreement includes the following attachments:

Attachment A: Budget

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: Human Resources Agency

By: Child Abuse Prevention Council

Signature: \_\_\_\_\_  
Cecilia Espinola, Administrator

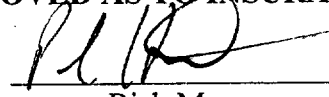
Signature: \_\_\_\_\_  
Marcia Nelson, PhD

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

By:  6-4-99  
Risk Management

**APPROVED AS TO FORM:**

By:   
County Counsel

DISTRIBUTION: Auditor-Controller

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Attachment A  
BUDGET

Professionals: \$80 per panel	
2 panels of 3 professionals @ \$80 . . . . .	\$480
2 panels of 4 professionals @ \$80 . . . . .	\$640
Translators: \$50 per panel	
2 panels of 1 translator @ \$50 . . . . .	\$100
1 panel of 2 translators @ \$50 . . . . .	\$100
Moderator:	
1 per panel x 4 panels @ \$70 per . . . . .	\$280
MFCC Intern, Supervised by Jill Hoffman: MFCC. Small group followup discussions - summer to spring groups Maximum 7 hours (4 groups) @ \$40 per hour . . . .	\$280
Space Rental: \$75 per panel	
\$75 for Main Street School Auditorium x 2 panels .	\$150
<b>Flyers/Advertisements:</b>	
\$60-\$80 per panel x 4panels . . . . .	\$280
Childcare:	
(\$5 per hour per caregiver); \$40-\$50 per panel x 4 . . .	\$180
Refreshments: \$30 per panel x 4 . . . . .	\$120
Duplicating Handouts of Panelists:	
\$25 per panel x 4 . . . . .	\$100

**TOTAL: \$2,710**

Contractor In-Kind Match - < \$310 >

**TOTAL CONTRACT AMOUNT \$2,400**

Initials: I MS  
Contractor/County

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0375

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

FROM: Human Resources Agency (Dept.)  
*Deanne A. ...* (Signature) 6/8/99

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)  
P. O. Box 855  
and, Cr Santa County Child Abuse Prevention Council Capitola, CA 95010 (Name & Address)
- The agreement will provide 18 Children's campership Scholarships for  
Camp Confidence/Express Yourself Children's Day Camp
- The agreement is needed, to provide scholarships to low-income children
- Period of the agreement is from 7/26/99 to 7/30/99
- Anticipated cost is \$ 2,250 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: W-9 on file  
Contact - ~~179~~ Shippen X4419
- 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. CO91881 Date 6/9/99  
\* are not available and will be encumbered.

SUBJECT TO THE APPROVAL OF THE 1999 -  
2000 BUDGET

GARY A. KNUTSON, Auditor - Controller  
By *Frank J. ...* 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 Human Resources Agency

Remarks: *GL* (Analyst) County Administrative Officer  
By *W. ...* Date 6/15/99

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,  
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 entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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COPY

CONTRACT NO. 0376

INDEPENDENT CONTRACTOR AGREEMENT  
CHILD ABUSE PREVENTION COUNCIL:  
CAMP CONFIDENCE SCHOLARSHIP PROJECT

THIS AGREEMENT is entered into this 1st day of July, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the Santa Cruz County Child Abuse Prevention Council (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide eighteen (18) children's "campership" scholarships for the Camp Confidence/"Express Yourself" Children's Day Camp to be conducted at Branciforte Elementary School. The Camp Confidence Project is co-sponsored by CAPC, the Santa Cruz City School District and the Food & Nutrition Services Summer Lunch Program.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a total of \$2,250 in accordance with Attachment A "Budget". Contractor shall be paid upon completion of the project on the basis of submission of a suitable invoice.
3. TERM. The term of this CONTRACT shall be July 26, 1999, through July 30, 1999.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving two weeks 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 it's 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 the Agreement, unless CONTRACTOR and COUNTY both initial here.

\_\_\_\_\_ /

A. Types of Insurance and Minimum Limits

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\_\_\_\_\_ /

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 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 Agree-ment and CONTRACTOR and COUNTY both certify to this fact by initialing here.

\_\_\_\_\_ /

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1 ,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

- (4) Professional Liability Insurance in the minimum amount of \$1 ,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY.

\_\_\_\_\_ /

B. Other Insurance Provision

- (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 reasonable.

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“This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, Santa Cruz, CA 95060.”

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Michelle Shippen, Director of Prevention and Early Intervention Services  
Human Resources Agency  
1000 Emeline Avenue  
Santa Cruz, CA 95060

- 6. EQUAL EMPLOYMENT OPPORTUNITY During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

Initials:           /            
Contractor/County



- 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, pregnancy, gender, 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 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), marital status, pregnancy, gender, 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/Disables 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 provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker’s compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered 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 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 of Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

INDEPENDENT CONTRACTOR AGREEMENT

- 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. AMENDMENT This contract may be amended, modified or changed by written consent of both parties.
- 13. ATTACHMENTS This agreement includes the following attachments:

Attachment A: Budget

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: Human Resources Agency

By: Child Abuse Prevention Council

Signature: \_\_\_\_\_  
Cecilia Espinola, Administrator

Signature: \_\_\_\_\_  
Marcia Nelson, PhD, Chair

Address: \_\_\_\_\_

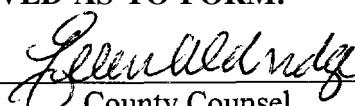
Telephone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

By:  6-4-99  
Risk Management

**APPROVED AS TO FORM:**

By:  6-4-99  
County Counsel

DISTRIBUTION: Auditor-Controller



COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

383

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

FROM: Human Resources Agency
(Dept.)
Signature: Helene Alcon 6/8/99 (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 Human Resources Agency (Agency)
Greater Bay Area Family Resource Center Network 450 Mission St. #405
and, San Francisco, CA 94105 (Name & Address)

2. The agreement will provide Technical Assistancaes and Staffing Support to
Family Resources Center Neiwork

3. The agreement is needed to provide continuity to Workpian objectives

4. Period of the agreement is from 7/1/99 to 9/30/99

5. Anticipated cost is \$ 24,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: W-9 on file
Contact M. Shippen X4419

7. Appropriations are budgeted in 392100 (Index#) 4080 (Subobject)

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

Appropriations are available and have been encumbered. \* Contract No. 0091882 Date 6/9/99
are not will be
\* SUBJECT TO APPROVAL OF THE 1999-2000 BUDGET
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silva 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 Human Resources Agency
(Agency).

Remarks:
By [Signature] County Administrative Officer Date 6/15/99
[Signature] (Analyst)

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,
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
County Administrative Officer
Deputy Clerk

COPY

CONTRACT NO.

0384

INDEPENDENT CONTRACTOR AGREEMENT  
GREATER BAY AREA FAMILY RESOURCE NETWORK:  
FAMILY RESOURCE CENTER NETWORK (FRCN) SUPPORT SERVICES

THIS AGREEMENT is entered into this 1 st day of July, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the Greater Bay Area Family Resource Network, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide technical assistance and staff support services to the Santa Cruz County Family Resource Center Network (FRCN) as described in Attachment A "Scope of Services."
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR a total of \$24,000. Contractor shall be paid in three (3) equal installments of \$8,000 each . Installments are to be paid on basis of submission of a suitable invoice at the end of July 30, 1999; August 31, 1999; and September 30, 1999. Each invoice shall be accompanied by a written report summarizing work completed during the invoice period.
3. TERM. The term of this CONTRACT shall be July 1, 1999, through September 30, 1999.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving two weeks 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.

Initials: 1 MS  
Contractor/County

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 it’s 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 the 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.

\_\_\_\_\_ / MS

(2) Automobile Liability Insurance for each of CONTRACTOR’S vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR’S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 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.

\_\_\_\_\_ / MS

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

Initials: \_\_\_\_\_ / MS  
Contractor/County

- (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 Provision

- (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 reasonable.

- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

- (3) All the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: Michelle Shippen, Director of Prevention and Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, 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:

Michelle Shippen, Director of Prevention and Early Intervention Services  
Human Resources Agency  
1000 Emeline Avenue  
Santa Cruz, CA 95060

- 6. EQUAL EMPLOYMENT OPPORTUNITY During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

Initials:           i m s            
Contractor/County



- 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, pregnancy, gender, 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 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), marital status, pregnancy, gender, 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/Disables 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 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. INDEPENDENT CONTRACTOR STATUS CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that

CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered 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 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 of 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. AMENDMENT This contract may be amended, modified or changed by written consent of both parties.

13. ATTACHMENTS This agreement includes the following attachments:

Attachment A: Scope of Services

Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance Requirements

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: Human Resources Agency

By: Greater Bay Area Family Resource Network

Signature: \_\_\_\_\_  
Cecilia Espinola, Administrator

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Tax ID#: \_\_\_\_\_

**APPROVED AS TO INSURANCE:**

By: [Signature] 6-4-99  
Risk Management

**APPROVER AS TO FORM:**

By: [Signature] 6-4-99  
County Counsel

DISTRIBUTION: Auditor-Controller

Initials: 1 MS  
Contractor/County

Attachment A  
SCOPE OF SERVICES**Greater Bay Area Family Resource Network will aid the FRCN with:**

- **Additional learning materials**
- **Network meeting** support
- **Finalizing the FRCN Standards**
- Creating Master/member binders of pertinent FRCN business and documents
- Revise **the MOU's** to reflect membership changes
- Deliver 2 trainings for Member organizations and their **staffs**
- Develop a **parent** involvement strategy
- **Create** working committees composed of FRCN **members and their staffs and facilitated by consultants**
- **Write a new California Endowment Proposal**
- **Finalize and produce the Policy Statement**
- **Create a brochure/information page about the FRCN**
- **Liaison with Jerry Endres (Evaluation/Matrix)**
- Create and/or maintain linkages with:
  - Children's Network
  - United Way
  - county
  - ABC
- **Develop a budget for the FRCN for the period of October 1, 1999 – September 30, 2000**

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. \_\_\_\_\_ dated July 1, 1999, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Greater Bay Area Family Resource Network, (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.

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.

\_\_\_/\_\_\_ 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: develop reports, attend meetings, general administrative activity. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective July 1, 1999.

COUNTY OF SANTA CRUZ

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

FAMILY PRESERVATION SUPPORT PROGRAM  
FFY 1 998-99

		Rev 2/4/99		EXPENDITURES					TOTAL EXPEND	Bal	Budget	Expend	Total Exp	Bal
3921/4080		TOTAL ALLOC	Budget Plan	10-12/98	1-3/99	4/99	5/99	6/99	Fy 98-99	Fy 98-99	7/99-9/99	7-9/98	9/98 Qtr	FFY 98/99
CoPo#	FFY 98	10/98-6/99												
<b>PARENT EDUCATION</b>		8,375												
FNS/FHEC SP	81209	5,938		1,750	1,750				3,500	2,438	2,437		0	4,875
	71209			2,250					2,250	(2,250)				
<b>HOME VISITING Program</b>		62,173												
Valley Res Ctr	81210	46,629		10,362	15,543		10,362		36,267	10,362	15,544		0	25,906
50% FP 50% SP	71210			4,525										
<b>FP FLEXIBLE FUND</b>		41,851												
Youth Resources FP	81192	41,851		14,542	7,271				21,813	20,038	0		0	20,038
<b>FPSP EVALUATION</b>		13,806												0
CSUMB/ICCS	81347	10,355			3,452	3,452			6,904	3,451	3,451		0	6,902
50% FP 50% SP	71347			2,500					2,500	(2,500)				
<b>RESERVE FUND</b>		34,767	23,384								11,383			
GBAFRN SP	81601			18,473					18,473	4,914				
				52,652	28,016	5,202	10,362	0	91,707			0	0	57,721
Recap:	Fam Pres Serv (FP)			23,831	17,390									
	Fam Sup Serv (SP)			28,821	10,626									
	Claim			52,652	28,016									
<b>TOTAL ALLOCATION</b>		Rev	160,972											
<b>TOTAL BUDGET</b>			160,972	128,157							32,815			
<b>TOTAL EXPEND</b>			91,707						91,707				0	
Balance FFY 98-99			69,265											