



County of Santa Cruz

SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060
(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF -CORONER

October 18, 1999

Agenda:October 26, 1999

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

Spanish Language Classes for Sheriff's Office Personnel Law Enforcement Language Training

Dear Members of the Board:

During the County's 1999-2000 fiscal year budget hearings your Board expressed the desire for Sheriff's Office personnel to have Spanish language training to assist them to better communicate with Spanish speaking citizens in our communities.

Members of my staff have researched this subject and have found Ms. Alejandra Gomez, who is the founder of Law Enforcement Language Training, as an experienced provider in the field of Spanish language classes for law enforcement personnel. Ms. Gomez has or is providing Spanish language classes for ten local law enforcement agencies.

Ms. Alejandra Gomez is prepared to provide classes commencing on November 1, 1999 for the Sheriff's Office in basic Spanish. Three levels of instruction will be taught; Beginners, Intermediate and Advanced. Each level of instruction is presented in three hour classes which occur once a week over a period of ten weeks. Ten students will be in each class and Ms. Gomez is prepared to teach three Beginning classes, two Intermediate and one Advanced course by June 30, 2000.

The Spanish language courses are arranged in topics that relate to police activities. Emphasis is placed on developing oral skills using Latin-American Spanish. Colloquial expressions and slang are included where appropriate. All the terms covered in each class are included in written materials provided for each student. Cultural and social issues are also discussed and explained in

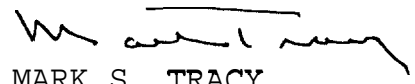
student. Cultural and social issues are also discussed and explained in order to clarify current events in both Latin America and the United States.

Each ten student thirty hour course will cost \$2,600. Each of the six courses will be billed separately. Six courses are planned to be presented by June 30, 2000 for a total cost of \$15,600. There is no net County cost for this program, the Sheriff's Office can finance the entire cost of this training program with the use of unexpended 1996/97 State Law Enforcement Supplemental Funds (SLESF).

It is therefore RECOMMENDED that your Board:

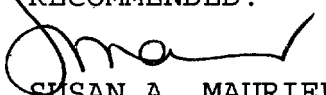
1. Adopt a resolution accepting and appropriating \$15,600 in unanticipated revenue from the State Law Enforcement Supplemental Funds to finance Spanish language classes for Sheriff's Office personnel,
2. Approve the attached Independent Contractor Agreement with Alejandra Gomez at a cost not to exceed \$15,600 and authorize the Sheriff-Coroner to sign and execute this agreement.

Sincerely,



MARK S. TRACY
Sheriff-Coroner

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

cc: none

- Attachments:
1. Law Enforcement Language Training brochure
 2. Independent Contractor Agreement

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into ^{29th} ~~this~~ day of September, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Alejandra Gomez, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:

Refer to Attached.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Refer to Attached.

3. **TERM** The term of this contract shall be:

November 1, 1999 through June 30, 2000

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 AGD.

(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, AGD/_____

(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 _____/_____.

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 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: (Department should fill in the full name/title and address of the person/position responsible for the Agreement)."

(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: (Department should fill in the full name/title and address of the person/position responsible for the Agreement).

7. **EQUAL 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 handicap or 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. 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, physical handicap or 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, 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.

Equal Employment Opportunity (continued)

(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; (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 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 judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.


12. **ATTACHMENTS.** This Agreement includes the following attachments (identify by name or write "NONE"):
Attachment "B"
Attachment "Duties of Contractor" & "Compensation"

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____

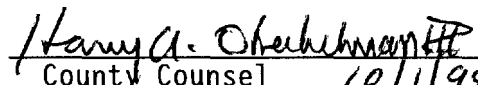
By:  A--
Alejandra Gomez

3135 Thomas Grade

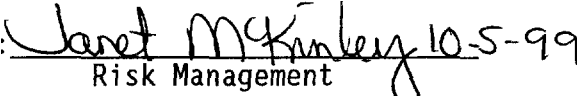
Address: Morgan Hill, CA 95037

Telephone: (408) 782-2032

APPROVED AS TO FORM

By: 
County Counsel 10/1/99

APPROVED AS TO INSURANCES

By:  10-5-99
Risk Management

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

/FMICA

Duties of Contractor:

The Contractor will provide classes in basic Spanish. Three levels of instruction will be taught; Beginners, Intermediate and Advanced. Each level of instruction is presented in three hour classes which occur once a week over a period of ten weeks providing in total 30 hours of instruction for each course. The Contractor is prepared to provide three Beginners, two Intermediate and one Advanced course during the term of this contract. Each of the six courses' class size will be up to ten students.

Spanish language courses have been arranged in topics that relate to police activities. Emphasis is placed on developing oral skills using Latin-American Spanish. Colloquial expressions, slang and profanities are included where appropriate. All the terms covered in each class are included in written materials which are provided for students in each class.

Cultural and social issues are discussed and explained in order to clarify current events in both latin America and the United States.

A variety of teaching techniques are used to maintain students' interest which include videos, field trips and celebrations.

AGD ,

Compensation:

The Contractor provides instruction in the form of 30 hour courses taught to classes of up to ten students each. The cost for each course is \$2,600, with \$1,300 paid to the contractor upon completion of 15 hours of each course and \$1,300 paid upon the conclusion of each course.

During the term of this contract up to six courses may be required by County to be taught. The Contractor will be compensated for each course separately. The Contractor's total possible compensation during the term of this contract is \$15,600.

AGD ,

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 6A(3) of Contract No. _____, dated
9/29/99, by and between County of Santa Cruz (hereinafter
called COUNTY) and Alejandra Gomez (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 requirement of said Agreement by waiving same.

AGD / 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.

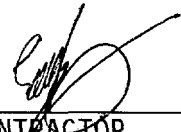
 / 3. **General No Risk Waiver**

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 _____.

COUNTY OF SANTA CRUZ



CONTRACTOR

By: _____

The Approach

Small groups of 6 to 10 people meet on a regular basis (2 - 3 times per week).

Under the instructors direction,, Spanish is spoken **from the** very first class. Discussions are based on practical situations that attendees **will** encounter.

Emphasis is **placed on** the spoken word using Latin American Spanish.

Colloquial expressions, slang' and profanities are included where, appropriate.

Cultural and **social** issues. are discussed **and explained** in order to clarify current events both in Latin America and the U.S.

A variety of teaching **techniques is** used to maintain the students' interest. Included are videos, **field trips** and **c e l e b r a t i o n s .**

Progress can be measured.

Alejandra Gómez studied languages at the Universidad Nacional Autonoma de Mexico, the Alliance Francaise in Mexico City and at the Goethe Institut in Munich. She studied legal/court interpretation at **San Francisco State University.**

She was Foreign Press Chief in the office of Carlos Salinas de Gortari (President of Mexico 1988 - 1994) from 1984 - 1987 during his tenure as Minister of Budget and Planning.

She has been teaching Spanish since 1988 to executives at various local companies such as: Apple Computers, Oracle, Stanford University, Monterey Mushrooms and Police Departments **such as:** Redwood City, Palo Alto, Menlo Park; Atherton, Sunnyvale; San Mateo, Santa Cruz, San Carlos, Morgan Hill'and Salinas.

She **offers classes** tailored to all levels of students from absolute beginners to **those** just'needing' to "brush up" their skills and specializes in Public Safety and Law Enforcement.



Law Enforcement Language Training

POST Certified Spanish Instruction

Cultural Workshops

Translations - Interpretation

Evaluations

More information?
Please call: (408) 782-2032
e-mail: alejandra_gomez@msn.com

44% of babies born in California are Hispanic. 36% of the Population in California will be Spanish speakers by 2020, Anglos will be 34%.

Hispanics make up the majority of the limited English proficiency school population in California.

Hispanics will constitute 33% of the overall growth in the labor force in California within 6 years.

Mexican Americans are the largest group of Hispanics. Their assimilation is more difficult because of the continual infusion of people, language and culture from Mexico.

Spanish is a skill that might be extremely valuable in your job.

How is your Spanish?

Even though you studied Spanish in high school are you still unable to speak it ?

Can you hold a conversation in Spanish with your peers/ customers/ clients?

Do you have contact with Hispanics during the working day (night)?

Would you like to be able to converse with Hispanics?

Would you like to understand Hispanic culture?

Enhance your communications skills

A practical, proven approach

Now is your opportunity to learn conversational Spanish the same way you learned English - by hearing, repeating and asking questions.

Vocabulary and usage are tailored to your professional needs to maximize the effectiveness of your investment.

Using these techniques you learn to think and speak in Spanish naturally.

The emphasis is on oral skills. Grammar is acquired naturally through use of the language in class using realistic scenarios.

During the classes, Hispanic culture, politics, social and family values are explained in the context of current events.

0037

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 State of California Supplemental Law Enforcement T r u s t for Spanish Language Enhancement program; and

WHEREAS, the County is recipient of funds in the amount of \$15,600 _____ 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 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 \$ 15,600 _____ into Department Sheriff Coroner

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	661100	0883	State Supplemental Law Enforcement Services	\$15,600

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure PRJ/UCD Number</u>	<u>Account Name</u>	<u>Amount</u>
021	661100	3665	Professional & Special Services	\$15,600

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

By W. [Signature]
Department Head

Date 10-13-95

0038

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:
Henry A. Oberhelman #
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:
Ronald J. Wilson 10/13/99
Auditor-Controller

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

AUD60 (REV 1397)

c:\audit\aud60.wpd

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0039

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

FROM: Sheriff Coroner (Dept.)

(Signature) W. [unclear] (Date) 10-13-99

agreement and authorize the execution of the same.

The Board of Supervisors is hereby requested to approve the attached _____ (Agency)

Santa Cruz County Sheriff's Office

(Name & Address)

1. Said agreement is between the _____ CA 95037
and Ale j andra Gomez , 3135 Thomas Grade, Morgan Hill, _____

2. The agreement will provide Spanish Language instruction for Sheriff's Office personnel.

3. The agreement is needed because the County does not provide this service.

4. Period of the agreement is from November 1, 1999 to 6/30/00

5. Anticipated cost is \$ 15,600 (Fixed amount; Monthly rate; Not to ex

6. Remarks: new independent contractor agreement.

7. Appropriations ^{Will Be} of budgeted in 661100 (Index#) 3665 (Subo

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

Appropriations are available and have been encumbered. Contract No. C091964 Date 10/13/99
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller
By [Signature]

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____

Remarks: _____ (Agency).
By [Signature] County Administrative Officer

Agreement approved as to form. Date _____ (Analyst) Date 10-14-99

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Admin. Officer - 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, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by _____ in the minutes of said Board on _____ by the County Administrative Officer by an order duly entered on _____