



County of Santa Cruz⁰²⁸⁵

HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060
(831) 454-4130 OR 454-4045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

January 25, 2000

Agenda: February 15, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

CHILD CARE SERVICE ENHANCEMENT: SMALL BUSINESS DEVELOPMENT CENTER CONTRACT

Dear Members of the Board:

As you know, Temporary Assistance for Needy Families (TANF) Incentive Funds are available to expand services that lead to the accomplishment of TANF program purposes of encouraging the formation and maintenance of two parent families. These funds are available at no additional cost to the County.

The purpose of this letter is to request your Board's acceptance of unanticipated revenue associated with TANF Incentive Funds and to request your Board's approval of an agreement with the Central Coast Small Business Development Center to provide services to low income child care providers. The Human Resources Agency has negotiated a contract that would provide \$3,500 for the Small Business Development Center to provide training to child care providers, in both Spanish and English, in bookkeeping, marketing and financing, and basic business practices to enable them to operate with greater profitability and ensure that their centers/day care homes will continue to provide child care for low income recipients. Other duties include providing information and assistance to those seeking to start child care businesses to serve TANF families, and assisting with loan packaging and related technical assistance for the County's Childcare Expansion Loan Program for existing ventures. The proposed contract is attached for your review.

BOARD OF SUPERVISORS

Agenda: February 15, 2000

Child Care Service Enhancement

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IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$3,500 and appropriate these funds as described in the attached AUD 60;
2. Approve the agreement with the Central Coast Small Business Development Center in the amount of \$3,500 and authorize the Human Resources Agency Administrator to execute this agreement.

Very truly yours,



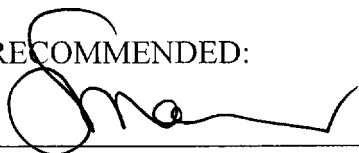
CECILIA ESPINOLA

Administrator

Attachment

CE:BL:bl:cde9900e.bos

RECOMMENDED:



Susan A. Mauriello

County Administrative Officer

cc. County Counsel
Auditor/Controller

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

0287

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 CALIF
Dept Social Services for TANF Incentive program; and

WHEREAS, the County is recipient of funds in the amount of \$ 3,500
which are either in excess of **those anticipated** or are not specifically set
forth in the current fiscal year budget of the County: and

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

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 3,500 t o

Department HRA/Social Services

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392100	0930	Fed-Cal Works	3,500

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392100	5283		Other Charges	3,500

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

By William Alcorn
Department Head

Date 1/28/00

Not Recommended to Board

ABSENT: SUPERVISORS

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING DETAIL:

Ronald J. Silver 22/00
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0289

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

FROM: HRA Human Resources Agency (Dept.)
W. Anne Alford (Signature) 1/28/00 (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 Santa Cruz County Human Resources Agency (Agency)
and, ~~Santa Cruz~~ Coast Small Bus Dev. Center 6500 Soquel Dr., Aptos, CA 95003 (Name & Address)
2. The agreement will provide training to child care providers and technical assistance,
conservation and services to low income child care.
3. The agreement is needed to meet TANF goal 4, PIN # 0900-32
4. Period of the agreement is from 7 15 2000 to 6/30/2000
5. Anticipated cost is \$ 3,500 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contact: Brenda Lane, x5418
7. Appropriations are budgeted in 392100 (Index#) 5283 (Subobject)

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

Appropriations are available and will be encumbered.* Contract No. C092027 Date 2/2/00
SUBJECT TO APPROVAL OF ATTACHED AUD 6 6
GARY A. KNUTSON, Auditor - Controller
By Donald J. Sihn Deputy.

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 HRA Administrator
Human Resources (Agency).

Remarks: ES (Analyst)

County Administrative Officer
By ES Date 2/4/00

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 _____

By _____ 19 _____ County Administrative Officer Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1 5th day of February, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and CENTRAL COAST SMALL BUSINESS DEVELOPMENT CENTER, 6500 Soquel Drive, Aptos, CA 95003, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to provide services to families and individuals and to accomplish the following results:

A. CONTRACTOR shall provide services which encourage the formation and maintenance of two-parent families, by assisting local low income child care providers. Duties will include training child care providers, in both Spanish and English, in bookkeeping, marketing and financing, and basic business management practices, to enable them to operate with greater profitability and ensure that their centers/day care homes will continue to provide childcare for low income recipients. Other duties include providing information and assistance to those seeking to start childcare businesses to serve TANF families, and assisting with loan packaging and related technical assistance for the County's Childcare Expansion Loan Program for existing ventures. Contract expectations are two workshops in collaboration with other County agencies, and technical assistance provision to ten or more child care providers.

B. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Section 1A and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, expenditure of funds, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

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

A. CONTRACTOR shall be paid \$500 each for two child care provider workshops and \$3 5 per hour for 72. hours of technical assistance, consultations and services to low income child care providers. Total amount of services claimed shall not exceed Thirty Five Hundred Dollars (\$3,500). CONTRACTOR shall submit ~~monthly~~ ^{quarterly} invoices by the 10th of the following month.

B. ^{IRS} CONTRACTORS that are non-profit, community based organizations granted tax-exempt status under Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, and evidence that contract activities cannot be carried out without the advance. Such evidence shall

consist of a current balance sheet, cash flow statement, or other documentation, which adequately supports the request. The Human Resources Agency Administrator or his/her designee must approve advances in writing. Each subsequent payment will be based on actual services.

C. CONTRACTOR will not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs during the fiscal year. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

D. CONTRACTOR may receive an advance only if it provides satisfactory fidelity bond in the amount of the advance requested naming the COUNTY as loss payee. An original of the bond must be submitted to the COUNTY as part of the advance request.

3. ~~TERM~~ Term of this contract shall be February 15, 2000 to June 30, 2000.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees, and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here

____/____.

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ____/____.

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three years after the expiration of the Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

"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:

Brenda Lane
Departmental Administrative Analyst
HRA
1040 Emeline Ave.
Santa Cruz, CA 95061”

- (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:

Brenda Lane
Departmental Administrative Analyst
HRA
1040 Emeline Ave.
Santa Cruz, CA 95061

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, disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000.00 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), 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 40 12) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000.00 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

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

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

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

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

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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

11. 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:

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Cecilia Espinola, HRA Administrator

By: Kay Cardwell
Kay Cardwell, Director of Fiscal Services

By: Teresa Thomae
Teresa Thomae

Agency: Central Cost Small Business
Development Center

Address: 6500 Soquel Dr.
Aptos, CA 95003

Telephone: (831) 479-6136

Tax ID#: 77-03 85 11 I

APPROVED AS TO INSURANCE:

By: Janet McKinley 1-31-2000
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

N:Brenda\Service Enhancement Strategies.SBDC contract