



# County of Santa Cruz

0081

## HUMANRESOURCESAGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060

(831) 454-4130 OR 4544045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

February 28, 2000

Agenda: March 14, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### CHILD CARE SERVICE ENHANCEMENT:

### COPE CENTRO FAMILIAR and PAJARO VALLEY UNION SCHOOL DISTRICT CONTRACTS

Dear Members of the Board:

As you know, there is a critical need for affordable, quality child care in the county, particularly for infant care and after school care for our low income families. The need is great in the Watsonville area, where many of our low income and CalWORKs families reside and work, and where there are long waiting lists for infant care and few quality after school programs. Both the County and the Local Child Care Planning Council have been focussing efforts to increase the number of child care spaces available in the Watsonville area, especially as the need increases due to employment opportunities and training activities for CalWORKs participants. The purpose of this letter is to request your Board's approval of two agreements to address these critical needs for child care. They include an agreement with COPE Centro Familiar to support capacity building activities, and with the Pajaro Valley Unified School District to provide a pilot after school care program.

#### COPE Centro Familiar

COPE Centro Familiar is in a unique position to help with this capacity building effort. It is dedicated to providing high quality, culturally and developmentally appropriate child care services for children from low income families in Santa Cruz County. About half of the children served are from CalWORKs families. It is the only child care facility in Watsonville that has been granted accreditation by the National Association for the education of Young Children, and is a mentor program for teachers and directors. In addition, COPE has recently taken on management of two additional centers, the Louise Blanchard Center and the Second Street YWCA program.

## BOARD OF SUPERVISORS

Agenda: March 14, 2000

Child Care Service Enhancement

Page 2

This \$28,080 contract provides funding of an assistant to the executive director position, to provide administrative support in capacity building activities, including organization, fund raising, public relations and grant writing for the purpose of further expanding child care capacity in the Watsonville area for low income families.

The contract will be financed from the CalWORKS single allocation, with no additional cost to the County. Single allocation funds are available to support child care capacity building activities that support our CalWORKs families as they move towards self-sufficiency.

Pajaro Valley Unified School District

The \$125,000 contract with the Pajaro Valley Unified School District would provide one time only support to continue and enhance the after school program for low-income students in the Freedom Elementary School area. Preliminary components of this program were established with funding from the Pajaro Valley Unified School District Extended Learning Program and the City of Watsonville Recreation Department. The enhanced program will increase the tutoring component from one hour, three days a week to three hours per day, live days per week. This is a critical program, given the low achievement scores at this school, and should contribute to an increase in the overall academic performance. In addition to the extended learning opportunities and homework help, the program will include a recreation component which will increase available recreation staff from one person to three to serve the increased number of children participating, and a family wellness series component with a focus on building positive family values. The programs will target children in grades K-5, living in the Freedom School community where 85% of the children are eligible for free or reduced cost lunches. The program will be offered daily between the hours of 2:45 and 5:45, which will help fill the critical need for affordable, high quality after school child care for low income families.

The Freedom School after school pilot program is modeled after the 21<sup>st</sup> Century Community Learning Center Federal Grant After School Program which is currently offered at the four middle schools in the Pajaro Valley Union School District, and is a multi-faceted effort to improve academic performance. The District is in the process of applying for an After School Learning and Safe Partnership Program Grant to both sustain the Freedom School pilot program as well as establish after school programs at six other school sites in the district. The funds to support the Freedom School pilot project will also serve as a match for this grant application, and as such will leverage other school district funds to ensure a more successful grant application, and increase the availability and capacity of after school programs in the Watsonville area.

Temporary Assistance for Needy Families (TANF) Incentive Funds are available to expand services that lead to the accomplishment of TANF program purposes of preventing and reducing the incidence of out-of-wedlock pregnancies, by providing high quality after school child care services for children in needy families. These funds are available at no additional cost to the

BOARD OF SUPERVISORS  
Agenda: March 14, 2000  
Child Care Service Enhancement  
Page 3

County. It is requested that your Board accept unanticipated revenue in the amount of \$75,920 for FY 99/00, with the remainder of the funds to be included in HRA's FY 00/01 budget.

These contracts have been approved by the contractors, County Counsel, and Risk Management, and are attached for your information. Approval of these two agreements will increase the availability of child care, particularly in low income neighborhoods.

IT IS THEREFORE RECOMMENDED that your Board;

1. Approve the agreement with the COPE Centro Familiar in the amount of \$28,080 and authorize the Human Resources Agency Administrator to execute this agreement;
2. Approve the attached resolution accepting unanticipated revenue in the amount of \$75,920 and appropriate these funds as described in the attached AUD 60; and
3. Approve the agreement with the Pajaro Unified School District in the amount of \$125,000 and authorize the Human Resources Agency Administrator to execute this agreement.

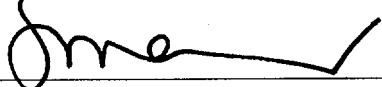
Very truly yours,



CECILIA ESPINOLA  
Administrator

Attachments  
CE:BL:bl:cope&pvusd.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 0034

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 of Social Services for TANF Incentive program: and

WHEREAS, the County is recipient of funds in the amount of \$ 75,920 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 \$ 75,920 to \_\_\_\_\_ o

Department HRA - Social Services

| <u>T/C</u> | <u>Index Number</u> | <u>Revenue Subobject Number</u> | <u>Account Name</u> | <u>Amount</u> |
|------------|---------------------|---------------------------------|---------------------|---------------|
| 001        | 392100              | 0930                            | Fed-CalWORKs        | 75,920        |

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

| <u>T/C</u> | <u>Index Number</u> | <u>Expenditure Subobject Number</u> | <u>PRJ/UCD</u> | <u>Account Name</u> | <u>Amount</u> |
|------------|---------------------|-------------------------------------|----------------|---------------------|---------------|
| 021        | 392100              | 5283                                |                | Other Charges       | 75,920        |

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

By *He Anne Alvar*  
Department Head

Date 2/25/00

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

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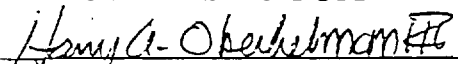
 Chairperson of the Board

ATTEST:

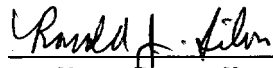
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 Clerk of the Board

APPROVED AS TO FORM:

  
 County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 3,100  
 Auditor-Controller / /

Distribution:

Auditor-Controller

County Counsel

County Administrative Officer

Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd

Page 2 of 2

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 14<sup>th</sup> day of March, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and PAJARO VALLEY UNIFIED SCHOOL DISTRICT, P.O. Box 50010, Watsonville, CA 95077-5010, 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 prevent and reduce the incidence of out-of-wedlock pregnancies, by providing high quality after school child care services for children in needy families by expanding or extending the hours of programs with high educational and developmental standards. See Attachment A, Scope of Services.

B. CONTRACTOR shall submit monthly reports to COUNTY on activities as specified in Attachment A and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, 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 monthly for services provided, as outlined in Program Budget, Attachment B. Total amount of services claimed shall not exceed One Hundred Twenty Five Thousand (\$125,000). CONTRACTOR shall submit monthly invoices by the 10<sup>th</sup> of the following month. Any resources or assets acquired to support the service delivery shall be exclusively used for after school care purposes.

B. CONTRACTORS that are non-profit, community based organizations granted tax-exempt status under IRS 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, including a grant request/expenditure report form as provided by the COUNTY 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 March 14, 2000 to March 13, 2001.

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 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 CONTRACTORS 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 J.A. / \_\_\_\_.

(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.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY J.A. / \_\_\_\_.

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 9506 1

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, age (over 1 S), 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 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 \$50,000.00 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:

Attachment A, Scope of Services  
Attachment B, Program Budget

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: \_\_\_\_\_  

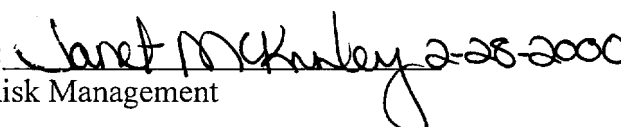

Agency: PAJARO VALLEY  
UNIFIED SCHOOL  
DISTRICT

Address: P.O. Box 50010  
Watsonville, CA  
95007-5010

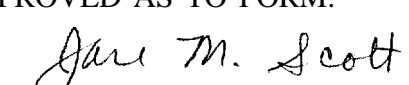
Telephone: (831) 728-4288

Tax ID#: 77-0375541

APPROVED AS TO INSURANCE:

By:   
Risk Management

APPROVED AS TO FORM:

By:   
County Counsel

DISTRIBUTION:

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

N:\Brenda\Service Enhancement Strategies\Freedom School contract

Attachment A  
Scope of Services

DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results:

Provide after school program for low-income students and families to build strong positive community values, and increase academic performance of participating students.

The services to be provided to low-income families include:

- Providing after school supervision and extended learning opportunities for low-income students in grades K-5 living in the Freedom school community (Freedom School currently has 85% eligible for free or reduced lunch.)
- Program will be operated by the Pajaro Valley Unified School District, and will be housed at Freedom Elementary School.
- CONTRACTOR will provide bilingual (English and Spanish) services.
- CONTRACTOR will provide facilities, staffing and materials/equipment needed to provide extended learning opportunities, including help with homework/tutoring.
- After school programming will take place between the hours of 2:45 and 5:45p.m. each day.
- Tutoring/extended learning will take place three hours per day, five days per week.
- Program to serve approximately 300 students and their families, in the Freedom school attendance area.
- The after school recreation portion of the program will include supervised games and activities, team sports and specialized classes with a community involvement focus.
- A Family Wellness Series will be provided with a focus on building positive family values.

CONTRACTOR will submit a monthly claim form by the 10<sup>th</sup> of the month.

0094

Attachment B  
Pajaro Valley Unified School District  
Freedom Elementary School After School Care  
Program Budget

| Item  | FY 1999/2000 | FY 2000/2001 | Total     |
|---|--------------|--------------|-----------|
| Facilities  | \$ 56,000    | 0            | \$ 56,000 |
| Wages   | \$ 7,900     | \$ 19,400    | \$ 27,300 |
| Benefits  | \$ 1,300     | \$ 3,300     | \$ 4,600  |
| City of Watsonville-Recreation                    | \$ 4,350     | \$ 10,650    | \$ 15,000 |
| Stipends and Awards                               | \$ 870       | \$ 2,130     | \$ 3,000  |
| Equipment, Materials, Supplies and Transportation | \$ 5,500     | \$ 13,600    | \$ 19,100 |
| Total   | \$ 75,920    | \$ 49,080    | \$125,000 |

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0095

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 2/25/00 (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, Pajaro Valley Union School District (Name & Address)
2. The agreement will provide after school services to low-income families in the  
Freedom School area (Watsonville).
3. The agreement is needed. to meet TANF goal 3, PIN 0930-32
4. Period of the agreement is from 3/1/2000 to 6/30/2000
5. Anticipated cost is \$ 125,000 75,920 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: contact: Brenda Lane x5418  
Contract term: 3/1/00 - 6/30/01 3/13/01 Contract amount: \$125,000
7. Appropriations are budgeted in 392100 (Index#) 5 2 8 3 (Subobject)

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

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

Contract No. C092050 Date 3/1/00

\* SUBJECT TO APPROVAL OF AUD - 60

GARY A. KNUTSON, Auditor - Controller

By [Signature] 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 HRA Administrator

Human Resources Agency (Agency).

Remarks: [Signature] (Analyst)

County Administrative Officer  
By [Signature] Date 3/1/00

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

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Conory  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I, \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 7th day of March, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and COPE CENTRO FAMILIAR, P.O. Box 632, Freedom, CA 95019, 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 expand child care capacity in the Watsonville area. The CONTRACTOR will obtain necessary staff to meet the present demand of childcare services currently provided. The assistant will be responsible for supporting and expanding child care capacity in the Watsonville area, through performing activities including grant writing, fund raising, and public relations duties and maintaining correspondence with foundations, public and private agencies in fund raising efforts.

B. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Section 1 A 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 reimbursed at the rate of \$18 per hour for capacity building services. Total amount of services claimed shall not exceed Twenty Eight Thousand Eighty Dollars (\$28,080). CONTRACTOR shall submit monthly invoices by the 10<sup>th</sup> of the following month.

B. CONTRACTORS that are non-profit, community based organizations granted tax-exempt status under IRS 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, including a grant request/expenditure report form as provided by the COUNTY 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. 0097

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. The term of this contract shall be March 14, 2000 to March 13, 2001.

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 CONTRACTOR'S 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- L.V. / -

(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.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 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 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: \_\_\_\_\_

Agency: COPE CENTRO FAMILIAR

Address: P.O. Box 632  
Freedom, CA 95019

Telephone: (831) 761-6297

Tax ID#: 23-7365059

APPROVED AS TO INSURANCE:

By: Janet McKinley 2-15-2000  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

DISTRIBUTION:

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor .

N:Brenda\Service Enhancement Strategies.COPE contract

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF 'AGREEMENT

0103

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

FROM: Human Resources Agency

He Anne Alcorn (Signature) 2/18/00 (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 County of Santa Cruz Human Resources Agency (Agency)  
and, COPE Centro Familiar, P.O. Box 632, Freedom, CA 95019 (Name & Address)
2. The agreement will provide funds for child care capacity building in the Watsonville area.  
PIN Code #4530-32
3. The agreement is needed to expand child care capacity (especially infant) in the Watsonville area.
4. Period of the agreement is from 3/1/00 to 3/31/01 6/30/00
5. Anticipated cost is \$ 28,080 (~~28,080~~ ~~699/00~~ = \$9,180) (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: contact: Brenda Lane x5418 Contract Term: 3/1/00 - 3/13/01  
W9 on file Contract Amt: \$28,080
7. Appropriations are budgeted in 392100 (Index#) 5215 (Subobject)

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

Appropriations available and have been encumbered. Contract No. CP92051  
are not will be

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:

GS (Analyst)

County Administrative Officer

By GS Date 3/1/00

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.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_

BY \_\_\_\_\_ Deputy Clerk

23