



# County of Santa Cruz

## HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
 (831) 454-4130 OR 4544045 FAX: (831) 4544642  
 CECILIA ESPINOLA, ADMINISTRATOR

February 28, 2000

Agenda: March 14, 2000

### BOARD OF SUPERVISORS

County of Santa Cruz  
 701 Ocean Street  
 Santa Cruz, California

### ACCEPT UNANTICIPATED REVENUE AND APPROVE CHILDREN'S NETWORK STAFFING CONTRACT

Dear Members of the Board:

As you know, the Santa Cruz County Children's Network is the local children's services coordinating council pursuant to the Presley-Brown Interagency Children's Services Act of 1989. In order to meet its extensive responsibilities under the Act, the Children's Network is provided with staffing support services through a contract administered by the Human Resources Agency. The contract is 100% financed through the Children's Trust Fund which is overseen by the Children's Network. At its March 2, 2000 meeting, the Children's Network Cabinet voted to recommend to your Board that the current contract with United Way of Santa Cruz County be renewed for an additional year effective January 1, 2000. The attached contract in the amount of \$25,000 will provide overall coordination for the Network, including technical assistance for Network activities, coordinating funding approval processes, and ensuring that Network activities are in compliance with the California Interagency Children's Services Act and other legislation governing the work of the Children's Network.

**IT IS THEREFORE RECOMMENDED** that your Board:

1. Adopt the attached resolution accepting unanticipated revenue in the amount of \$12,500 and appropriate these funds into Family Relations index 392400; and

**Accept Unanticipated Revenue and Approve Children's Network Staffing Cont:**

2. Authorize the Human Resources Agency Administrator to execute the contract with United Way of Santa Cruz County in an amount not to exceed \$25,000 to provide staffing services to the Children's Network.

Very truly yours,



CECILIA ESPINOLA  
Administrator

CE/MS/n:\hra\board\uwcont99.wpd

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

cc: Auditor-Controller  
United Way of Santa Cruz County

Attachments

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

0147

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 Birth  
Certificate Fees \_\_\_\_\_ for \_\_\_\_\_ Child Abuse Prevention \_\_\_\_\_ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 12,500  
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 **\$ 12,500** into

Department HRA - Family Relations

| <u>T/C</u> | <u>Index<br/>Number</u> | <u>Revenue<br/>Subobject<br/>Number</u> | <u>Account Name</u>        | <u>Amount</u> |
|------------|-------------------------|---|----------------------------|---------------|
| 001        | 392400                  | 0330                                    | Other Licenses and Permits | \$12,500      |

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

| <u>T/C</u> | <u>Index<br/>Number</u> | <u>Expenditure<br/>Subobject<br/>Number</u> | <u>PRJ/UCD</u> | <u>Account Name</u>    | <u>Amount</u> |
|------------|-------------------------|---|----------------|------------------------|---------------|
| 001        | 392400                  | 5210  |                | Child Abuse Prevention | \$12,500      |

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 *Heidi Ann Alborn*  
Department Head

Date 2-28-00

COUNTY ADMINISTRATIVE OFFICER



☒ Recommended to Board

0148

☐ 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

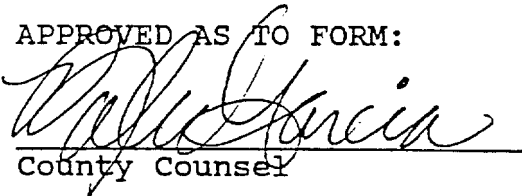
ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 2/29/00  
Auditor-Controller

Distribution:

Auditor-Controller  
County Council  
County Administrative Officer  
Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

9 49

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
[Signature] (Signature) 2/29/00 (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 United Way of Santa Cruz County, PO Box 1458, Capitola, CA 95010 (Name & Address)
2. The agreement will provide staffing to the Children's Network
3. The agreement is needed, to provide services
4. Period of the agreement is from 1/1/2000 to 6/30/2000
5. Anticipated cost is \$ 12,500 ~~(Fixed Amount, Weekly Rate, Not to exceed)~~
6. Remarks: Contract term: 1/1/2000 - 12/31/2000 Contract Amt: \$25,000  
W-9 on file: Contact: M. Shippen x 4419 RENEWED CONTRACT
7. Appropriations are budgeted in 392400 (Index#) 52 10 (Subobject)

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

Appropriations are available and have been encumbered. X Contract No. 91788 Date 2/29/00  
are not will be  
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 Human Resources Agency

Remarks: [Signature] (Analyst) [Signature] County Administrative Officer  
By [Signature] Date 3/02/00

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 (6195)

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

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## INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and United Way of Santa Cruz County, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to staff the Santa Cruz County Children's Network and Cabinet of the Network. (See Exhibit A - Scope of Services)
2. COMPENSATION: In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR in accordance with Exhibit B - Budget as follows:

Total cost of \$25,000 to be paid quarterly in four equal installments of \$6,250 per payment. CONTRACTOR invoice for payment must be accompanied by COUNTY approved expenditure report; CONTRACTOR shall submit a final Children's Network report and summary of CONTRACTOR activities by December 12, 2000.

3. TERM: The term of this contract shall be January 1, 2000 through December 31, 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 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 Contract (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be

primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTORS 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 MS

(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 \$1,000,000 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 the 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 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:

Director of Prevention and Early Intervention  
Human Resources Agency  
1000 Emeline Street  
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Director of Prevention and Early Intervention  
Human Resources Agency  
1000 Emeline Street  
Santa Cruz, CA 95060

7. NON-DISCRIMINATION PROVISIONS:

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 preference, 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**, disability, medical condition (cancer related), marital status, sex, sexual preference, 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 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 provision 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 subcontractors 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 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. ATTACHMENTS: This Agreement includes the following attachments:

Exhibit A: Scope of Services  
Exhibit B: Budget

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Human Resources Agency

CONTRACTOR

By: MaryLou Goeke  
MaryLou Goeke, Executive Director  
Address: P.O. Box 7458

Capitola, CA 95062

Telephone: 479-5466

Tax ID#: 94-142271

APPROVED AS TO INSURANCE:

Janet McKinley 2-22-2000  
Risk Management

APPROVED AS TO FORM:

Jim M. Scott  
Assistant County Counsel

Distribution: Auditor-Controller  
Contractor

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**SCOPE OF SERVICES**

0156

Staffing support services includes the following responsibilities:

1. Send out agenda packets and publically notice all full Network and Network Cabinet meetings.
2. Maintain current roster of voting members within the Network.
3. Take minutes of all full Network and Network Cabinet Committee meetings.
4. Ensure that lunches are available for all Cabinet meetings.
5. Arrange for meeting rooms for the full Network and Network Cabinet meetings.
6. Coordinate network annual project, as determined by Network Cabinet
7. Provide staffing to Network subcommittees as requested.
8. Provide technical assistance for Network activities including:
  - information and referral regarding Network
  - coordinating Network letters of support and grant applications as required/requested
  - coordinating funding aproval processes
  - writing draft letters to the Board of Supervisors as directed
  - preparing Children's Network annual report to Board of Supervisors
9. Work closely with Network Cabinet Chair to ensure that necessary action items for Network Cabinet approval are included on agendas Network Cabinet bi-monthly meetings.
10. Assure Network activities are in compliance with legislative intent and duties outlined in the Interagency Children's Services Act.

## Exhibit B

## BUDGET

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|  | Monthly         | Annually         |
|--|-----------------|------------------|
| Coordinator's Salary 10 hours/week (4.3 wks/mo) @ \$25/hr    | 1,075.00        | 12,900.00        |
| Coordinator Payroll Taxes/Burden (.0765 FICA + Unempl/WComp) | 103.74          | 1,244.85         |
| Clerical Support 5 hours/week (4.3 wks/mo) @ \$8.50/hr       | 182.75          | 2,193.00         |
| Clerical Payroll Taxes/Burden                                | 17.64           | 211.62           |
| Postage  |                 |                  |
| 175 members @1.50/package x G/year                           | 131.25          | 1,575.00         |
| Office Rent/Telephone/FAX                                    | 350.00          | 4,200.00         |
| Office Supplies  | 100.00          | 1,200.00         |
| Mileage  | 25.00           | 300.00           |
| Miscellaneous  | 97.96           | 1,175.53         |
| Total  | <u>2,083.33</u> | <u>25,000.00</u> |