



# County of Santa Cruz

DISTRICT ATTORNEY'S OFFICE  
RONALD L. RUIZ, DISTRICT ATTORNEY

Agenda: May 2, 2000

April 26, 2000

The Honorable Mardi Wormhoudt, Chairperson,  
and Members of the Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

SUBJECT:

Dear Chairperson Wormhoudt and Members of the Board:

The purpose of this letter is to request the Board's authorization for equipment and services expenditures necessary to address several training and business process needs of the Family Support Division.

The Division has identified the need for training which ~~promotes cooperative~~ and integrated problem solving skills among staff members and requests authorization to contract for services with APEX Adventures, Inc. As your Board is ~~aware~~, APEX Adventures, Inc. has provided training for the Santa Cruz County Human Resources Agency. The team building sessions will be mandatory for all 75 Division staff members and will take place on June 19 and 20, 2000. The cost is \$7,725.

The Division would also like to spend \$9,000 to purchase multi media projection equipment (such as a 3M model MP8750 or similar product) for training and outreach presentation.

Additionally, the Division has run out of storage space for files. The Division requests **authorization** to purchase the necessary hardware and software to electronically archive

SANTA CRUZ OFFICE  
P.O. BOX 1159  
701 OCEAN STREET  
SANTA CRUZ, CA 95061  
(631) 454-2400  
(831) 4562227 FAX

WATSONVILLE OFFICE  
P.O. BOX 226  
FREEDOM, CA 95019  
1430 FREEDOM BLVD.  
WATSONVILLE, CA 95076  
(831) 763-8120

FAMILY SUPPORT DIVISION  
P.O. BOX 1841  
420 MAY AVENUE  
SANTA CRUZ, CA 95061  
(831) 4563700  
(831) 454-3752 FAX

154B

case file information and to purchase **backfile** conversion services to migrate more than 10,000 open case files to the electronic storage system. The proposed costs for the equipment is \$20,542. The cost for installation of the equipment, staff training and **backfile** conversion services is **\$45,216**, for a total cost of \$65,758. The proposed vendor, Imaging and Electronic Document Management has been selected to provide similar services to the Santa Cruz County Assessor's office and other County departments.

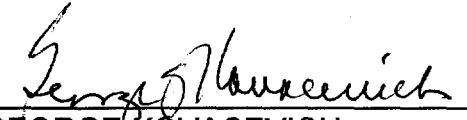
The Division also requests authorization to purchase two laptop personal computers at approximately \$3,000 each for use at conferences and meetings. Appropriations for all expenditures are available this year within the Family Support budget.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve contracts in the amount of \$7,725 for team building services from APEX Adventures, and \$45,216 for data conversion services from **Appleby Inc.** Imaging and Electronic Development Management.
2. Approve the, purchase of a multi media projector at \$9,000, two laptop personal computers at \$3,000 each and \$20,542 for imaging equipment.
3. Approve the transfer of funds as described in the attached AUD74.

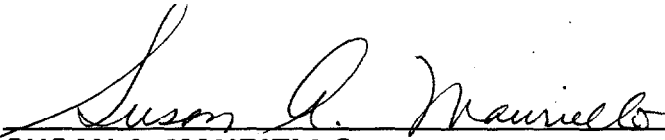
Sincerely,

RONALD L. RUIZ,  
DISTRICT ATTORNEY

  
 \_\_\_\_\_  
 GEORGE KOVACEVICH  
 CHIEF DEPUTY DISTRICT ATTORNEY

DLO/js

RECOMMENDED:

  
 \_\_\_\_\_  
 SUSAN A. MAURIELLO  
 COUNTY ADMINISTRATIVE OFFICER

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0155

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

FROM:

District Attorney - Family Support (Dept.)

*M. J. ...* Signature) 4/29/00 (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 District Attorney - Family Support Division (Agency)  
Imaging and Electronic Document Management  
and 2828 N. Wishon, Fresno, CA 93704 (Name & Address)

2. The agreement will provide installation of and training in the use of electronic imaging equipment  
for archiving cases and backfile conversion for 10,000 existing cases.

3. The agreement is needed because the county cannot provide this service.

4. Period of the agreement is from 4/1/2000 to 12/31/2000

5. Anticipated cost is \$ 45,216 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: approved by Board of Supervisors on the consent agenda of 5-2-00-

7. Appropriations are budgeted, in 271310 (Index#) 3665 (Subobjct)

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

Appropriations are available and will be encumbered. Contract No. CO 92090 Date 4/24/00

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  
District Attorney - Family Support Division to execute the same on behalf of the District Attorney, Family  
Support Division (Agency).

Remarks: \_\_\_\_\_ (Analyst) BY *[Signature]* Date 4/24/00  
County Administrative Officer

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - ~~Blue~~  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

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**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, by and between the COUNTY OF **SANTA CRUZ DISTRICT ATTORNEY'S OFFICE, FAMILY SUPPORT DIVISION**, hereinafter called **FAMILY SUPPORT DIVISION**, and **IMAGING AND ELECTRONIC DOCUMENT MANAGEMENT** hereinafter called **CONTRACTOR**. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:
  - A. Installation of Imaging Equipment and Division staff training regarding use of the equipment.
  - B. **Backfile** conversion services (imaging) for 10,000 cases at 50 pages per case.
2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, the **FAMILY SUPPORT DIVISION** agrees to pay CONTRACTOR \$45,216 (\$2,400 for training and **\$42,816.00** for **backfile** conversion services) .
3. T, 2000\_The term of this contract shall be <sup>May 2</sup> ~~April 1~~ c e m b e r 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 **FAMILY SUPPORT DIVISION** (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 **FAMILY SUPPORT DIVISION** 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 **FAMILY SUPPORT DIVISION**. Such indemnification includes any damage to the person(s), or property(ies)

## CONTRACT NO.

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 coverages) and requirements. Such insurance coverage shall be primary coverage as respects FAMILY SUPPORT DIVISION and any insurance or **self-insurance** maintained by FAMILY SUPPORT DIVISION 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 FAMILY SUPPORT DIVISION 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 **FAMILY SUPPORT DIVISION** both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_.

## CONTRACT NO.

- (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 FAMILY SUPPORT DIVISION           /          .

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, the Family Support Division, 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:  
  
"**This insurance shall** not be canceled until **after** thirty (30) days prior written notice has been given to:

Family Support Division  
420 May Avenue  
Santa Cruz, CA 95060

Attn: Debbie Ogawa

CONTRACT NO.

- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the FAMILY SUPPORT DIVISION 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:

Family Support Division  
420 May Avenue  
Santa Cruz, CA 95060

Attn: Debbie Ogawa

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, 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 **18**), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the FAMILY SUPPORT DIVISION.

## CONTRACT NO.

- (2) The CONTRACTOR shall furnish Santa Cruz 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 FAMILY SUPPORT DIVISION.
- (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 FAMILY SUPPORT DIVISION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of FAMILY SUPPORT DIVISION. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. FAMILY SUPPORT DIVISION 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 FAMILY SUPPORT DIVISION 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, FAMILY SUPPORT DIVISION 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 FAMILY SUPPORT DIVISION 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



**CONTRACT NO.**

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 FAMILY SUPPORT DIVISION; (i) CONTRACTOR and **FAMILY SUPPORT DIVISION** believe they are creating an independent contractor relationship rather than an employer-employee relationship; and **(j)** The FAMILY SUPPORT DIVISION 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. ~~**NON-ASSIGNMENT.**~~ not assign this Agreement without the prior written consent of the FAMILY SUPPORT DIVISION.
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 the **FAMILY SUPPORT DIVISION**, 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:  
Attachment A: Amendment of Comprehensive or Commercial General Liability Insurance.

Attachment B: Scope of work

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

COUNTY OF SANTA CRUZ  
FAMILY SUPPORT DIVISION

CONTRACTOR

By: \_\_\_\_\_

Debbie Ogawa  
Family Support Division

420 May Avenue  
Santa Cruz, CA 95060

By: \_\_\_\_\_

Terence O'Connor  
Imaging and Electronic  
Document Management  
2828 N Wishon  
Fresno, CA 93704

Telephone: 209-222-8402

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

APPROVED AS TO INSURANCE:

By: Janet McKinley 4-24-2000  
Risk Management

APPROVED AS TO FORM:

By: Samuel P. [Signature] 4/20/01  
County Counsel

DISTRIBUTION: County Administrative Officer  
Auditor-Controller  
County Counsel  
Risk Management  
Family Support Division  
Contractor

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0165

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

FROM: District Attorney - Family Support (Dept.)

*Mudley Norman Ferrand* (Signature) \_\_\_\_\_ (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 District Attorney - Family Support Division (Agency)  
and APEX Adventures, Inc. 631 Cass Street, Suite 122-A, Monterey, CA 93940 (Name & Address)

2. The agreement will provide training sessions for Family Support Staff including team building instructions and integrated problem solving.

3. The agreement is needed, because the county cannot provide this service.

4. Period of the agreement is from 4/1/2000 to 6/30/2000

5. Anticipated cost is \$ 7,725.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: approved by the Board of Supervisors on the consent agenda of 5-Z-00.

7. Appropriations are budgeted in 271310 (Index#) 3664 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 92091 Date 4/24/00  
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller  
By *Ronald J. Stur* Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DA, Family Support Division to execute the same on behalf of the District Attorney,

Family Support Division (Agency).

County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst)

By *[Signature]* Date 4/24/00

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 \_\_\_\_\_ 19\_\_\_\_\_.  
County Administrative Officer \_\_\_\_\_  
Deputy \_\_\_\_\_

CONTRACT NO.

INDEPENDENT CONTRACTOR E N T

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000, by and between the COUNTY OF SANTA CRUZ DISTRICT ATTORNEY'S OFFICE, FAMILY SUPPORT DIVISION, hereinafter called FAMILY SUPPORT DIVISION, and APEX ADVENTURES, INC. hereinafter called CONTRACTOR The parties agree as follows:

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

Conduct Team Building Sessions for the Family Support Staff of **seventy-five** (75) persons. There will be two 8 hour sessions. Each person will attend one of the two sessions, as assigned by the Family Support Division. The sessions are to be held at Kennolyn Conference Center in **Soquel**, California.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, the FAMILY SUPPORT DIVISION agrees to pay CONTRACTOR at the rate of \$103.00 per person for a total of **\$7,725.00**.

3. TERM. The term of this contract shall be <sup>May 2</sup>~~April 1~~, 2000 through 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 FAMILY SUPPORT DIVISION (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 FAMILY SUPPORT DIVISION 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 **FAMILY SUPPORT DIVISION**. Such indemnification includes any damage to the person(s), or property(ies)

CONTRACT NO.

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~~

CONTRACT NO.

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph **6A(3)** of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ by and between COUNTY OF SANTA CRUZ, FAMILY SUPPORT DIVISION (hereinafter called **FAMILY SUPPORT DIVISION**) and **IMAGING AND ELECTRONIC DOCUMENT MANAGEMENT** (hereinafter called **CONTRACTOR**) is amended to read as follows:

\_\_\_\_ / \_\_\_\_ 1. Guest Speaker Waiver

CONTRACTOR represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the Family Support Division amends the Comprehensive or Commercial General Liability Insurance requirement of said contract by waiving same.

\_\_\_\_ / \_\_\_\_ 2. Teacher, Instructor, Trainer ~~iv~~

CONTRACTOR represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the Family Support Division amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_\_ / \_\_\_\_ 3. General No Risk Waiver

CONTRACTOR represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

\_\_\_\_\_ In reliance thereon, the FAMILY SUPPORT DIVISION amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above ~~paragraph~~(s) shall be operative if initialed by both parties in the space provided

**CONTRACT NO.**

- (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 **FAMILY SUPPORT DIVISION** \_\_\_\_\_ / \_\_\_\_\_.

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**, the Family Support Division, 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:
- "This insurance shall not be canceled until **after** thirty (30) days prior written notice has been given to:

Family Support Division  
420 May Avenue  
Santa **Cruz**, CA 95060

Attn: Debbie Ogawa

## CONTRACT NO.

- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the FAMILY SUPPORT DIVISION 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:

Family Support Division  
 420 May Avenue  
 Santa Cruz, CA 95060          Attn: Debbie Ogawa

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, 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 **18**), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider **Minority/Women/Disabled** Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the FAMILY SUPPORT DIVISION.

## CONTRACT NO.

- (2) The CONTRACTOR shall furnish Santa Cruz 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 **FAMILY SUPPORT DIVISION**.
- (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 FAMILY SUPPORT DIVISION have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of FAMILY SUPPORT DIVISION. CONTRACTOR is responsible for all insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. **FAMILY SUPPORT DIVISION** 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 FAMILY SUPPORT DIVISION 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, FAMILY SUPPORT DIVISION 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 FAMILY SUPPORT DIVISION 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



## CONTRACT NO.

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 FAMILY SUPPORT DIVISION; (i) CONTRACTOR and FAMILY SUPPORT DIVISION believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The FAMILY SUPPORT DIVISION 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. NON-ASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the FAMILY SUPPORT DIVISION.
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 the FAMILY SUPPORT DIVISION, 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:  
Attachment A: Amendment of Comprehensive or Commercial General Liability Insurance.  
  
Attachment B: Scope of work

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

COUNTY OF SANTA CRUZ  
FAMILY SUPPORT DIVISION

CONTRACTOR

By: \_\_\_\_\_

Debbie Ogawa  
Family Support Division  
420 May Avenue  
Santa Cruz, CA 95060

By: \_\_\_\_\_

Brent **Dunton**  
APEX Adventures, Inc.  
631 Cass Street, Suite 122-A  
Monterey, CA 93940

Telephone: 831-643-2739

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

APPROVED AS TO INSURANCE:

By: *Janet McKinley 4-24-2000*  
Risk Management

APPROVED AS TO FORM:

By: *Samuel Ten 4/20/00*  
County Counsel

DISTRIBUTION: County Administrative Officer  
Auditor-Controller  
County Counsel  
Risk Management  
Family Support Division  
Contractor

CONTRACT NO.

Attachment A

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REOUIREMENT

Subparagraph **6A(3)** of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ by and between COUNTY OF SANTA CRUZ, FAMILY SUPPORT DIVISION (hereinafter called **FAMILY SUPPORT DIVISION**) and APEX ADVENTURES, INC. (hereinafter called **CONTRACTOR**) is amended to read as follows:

\_\_\_\_\_/\_\_\_\_\_. 1. Guest Sneaker Waiver

**CONTRACTOR** represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the Family Support Division amends the Comprehensive or Commercial General Liability Insurance requirement of said contract by waiving same.

\_\_\_\_\_/\_\_\_\_\_. 2. Teacher, Instructor, Trainer Waiver

**CONTRACTOR** represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, the Family Support Division amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

\_\_\_\_\_/\_\_\_\_\_. 3. General No Risk Waiver

**CONTRACTOR** represents to the FAMILY SUPPORT DIVISION that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:

\_\_\_\_\_ In reliance thereon, the FAMILY SUPPORT DIVISION amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided effective \_\_\_\_\_

BY \_\_\_\_\_  
CONTRACTOR

BY \_\_\_\_\_  
FAMILY SUPPORT DIVISION

CONTRACT NO.

Attachment B

Scope of Work

These sessions **will** be provided for all Family Support Division staff.

Team Building

1. Team Building Initiatives
2. Integrated Problem Solving
3. Trust Sequences
4. Indoor Program - Problem Solving Relay

**COUNTY OF SANTA CRUZ**  
 REQUEST FOR TRANSFER OR REVISION  
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

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Department: District Attorney - Family Support

Date: April 19, 2000

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~19~~ 2000

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	021	2,7,1,3,1,0	3,6,6,5		35,543.00	Professional and Special
	021	2,7,1,3,1,0	84,1,0		35,543.00	FIXED ASSETS
F R O M	022	2,7,1,3,1,0	8,4,1,0		35,543.00	Fixed Assets-
	022	2,7,1,3,1,0	3,6,6,5		35,543.00	PROFESSIONAL + SPECIAL

Explanation: Please move appropriations from Professional and Special. Services in the amount of \$35,543.00 to Fixed Assets

Name Mudlyn Norman Terrance

Chief Deputy Admin ~~XXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by Reinold J. Salas, Deputy Date 4/24/00

County Administrative Officer's Action:  Recommended to Board |  Approved |  Not Recommended or Approved

County Administrative Officer [Signature] Date 4/24/00

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
 County of Santa Cruz } ss. transfer 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

(A-C) \* Desc: \_\_\_\_\_ Item: - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.  
 White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy  
 Yellow-Auditor-Controller Pink-Originating Department

A-C Review	

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