



county of Santa Cruz

0427

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

May 30, 2000

Agenda: June 13, 2000

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

APPROVE CHILDREN'S TRUST FUND CONTRACTS FOR K-S AFTER-SCHOOL ACTIVITIES

Dear Members of the Board:

On February 15, 2000 your Board authorized the Human Resources Agency (HRA) to issue a Children's Trust Fund Request for Proposals (RFP) on behalf of the Children's Network to provide after-school activities to children in kindergarten through eighth grade. Your Board directed HRA to return on May 2, 2000 with recommendations for the award of contracts. This item was deferred to your June 13, 2000 agenda in order to allow additional time to negotiate contracts with the three non-profit agencies selected by the Proposal Review Committee. The purpose of this letter is to request your Board's acceptance of unanticipated revenue from the Children's Trust Fund for contract services to be provided in FY 1999/00, as well as your Board's approval of the contracts which are on file with the Clerk of the Board. Children's Trust Fund revenues for those contracts which extend into FY 00/01 are included in the proposed 00/01 budget.

As you will recall, the Santa Cruz County Children's Network is the local interagency planning council responsible for setting priorities and making funding recommendations for various child abuse prevention funds, including the local Children's Trust Fund (CTF). As a result of its planning efforts, the Network established priorities for the distribution of \$22,750 in available CTF funds, with a focus on after school and summer activities for at-risk children in kindergarten through eighth grade. Your Board authorized HRA to conduct the RFP process on behalf of the Children's Network to procure one or more contracts to provide services in accordance with these priorities. Proposals were due on March 15, 2000.

A total of eight (8) proposals were received and evaluated by a Proposal Review Committee consisting of members of the Children's Network Cabinet and HRA staff. Based on its evaluation, the Committee recommended three proposals for

BOARD OF SUPERVISORS**Agenda: June 13, 2000****APPROVAL OF CHILDREN'S TRUST FUND CONTRACT
RECOMMENDATIONS**

ages safe from abuse, assault and abduction. The KIDPOWER•TEENPOWER program has a strong local track record and is endorsed by local school districts and the County Office of Education. With the Children's Trust Fund grant, KIDPOWER•TEENPOWER will provide a total of ten (10) workshops at various locations throughout the county as designated by the Children's Network. Four of the workshops will focus on Parent/Younger Child Safety Training; five will be Parent/Older Child Safety Training; and one will be a Community Education Workshop. Appropriations and revenue will be included in HRA's supplemental budget request for FY 2000/01.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the attached resolution accepting unanticipated revenue in the amount of \$1,962 from the Children's Trust Fund and appropriate these funds as described in the attached AUD 60; and
2. Approve agreements with Familia Center (\$6,125), Community Action Board of Santa Cruz County, Inc. (\$11,625) and KIDPOWER-TEENPOWER-FULLPOWER (\$5,000) and authorize the Human Resources Agency Administrator to execute these agreements.

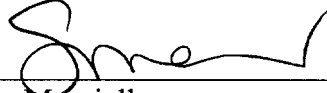
Very truly yours,



CECILIA ESPINOLA
Administrator

CE/MS\N:\admin\board\tr\ctfcontracts-letter.doc

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Cc: County Administrative Office
Auditor/Controller
Children's Network
Familia Center
Community Action Board of Santa Cruz County
KIDPOWER-TEENPOWER-FULLPOWER

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

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa **Cruz** is a recipient of funds from Children's
Trust Fund for Child Abuse Prevention program; and

WHEREAS, the County is recipient of funds in the amount of \$ 1,962
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 \$ 1,962 t o

Department HRA/Family Relations

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	392400	0330	Other Lic & Permit	1,962

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

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	392400	5210		Child Abuse Prev	1,962

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 *De Anne Alcon*
Department Head

Date 5/24/00

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

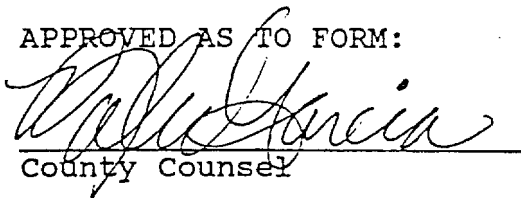
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

 5/31/00
Auditor-Controller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0
431

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 5/25/00 (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 County of Santa Cruz Human Resources Agency (Agency)
and Familia Centerm 711 East Cliff Dr., Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide a family center summer program for low-income children
3. The agreement is needed to provide after-school activities to children
4. Period of the agreement is from May 2, 2000 to August 30, 2000
5. Anticipated cost is \$ 1,962 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract term: 5/2/00 - 8/30/00. Contract amt: \$6,125. (99/00 - \$1,962:
00/01 - \$4,163) Coritact: M Shippen x4419. 8-9 on file
7. Appropriations are budgeted in ? (Index#) 5210 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 92108 Date 5/31/00
are not will be

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

(Agency).

Remarks: [Signature] (Analyst)

County Administrative Officer
By [Signature] Date 6/1/00

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM - 23 (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 _____ County Administrative Officer
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT NO.

0432

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 2nd day of May, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, FAMILIA CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide a summer program for low-income children as described in Exhibit A (Scope of Services).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR monthly upon presentation of suitable invoices in accordance with Exhibit B (Budget). CONTRACTOR shall be permitted to make transfers between line items in the budget providing the transfer is less than 10% of the total budget. Transfers totaling more than 10% of the budget may be made upon written approval of the Human Resources Agency Administrator or his/her designee. It is anticipated that approximately \$1,962 will be required for FY 1999/00 and \$4,163 in FY 2000/01. Total amount not to exceed \$6,125.

Submit invoice for payment to:

Human Resources Agency
Attn: Michelle Shippen, Director of Prevention & Early Intervention Services
1000 Emeline Avenue
Santa Cruz, CA 95060

3. TERM. The term of this contract shall be May 2, 2000 through August 30, 2000.

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

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

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

0433

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 CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____
- 3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of \$1,000,000 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____/_____

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:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

0434

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 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.

0435

2. 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 which indicate that CONTRACTOR is an independent contractor.

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

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. ATTACHMENTS. This Agreement includes the following attachments:
- EXHIBIT A (SCOPE OF SERVICES)
- EXHIBIT B (BUDGET)

Initial JAB / ms
Contractor/County **3 9**

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

1. CONTRACTOR

By: 

Address: 711 East Cliff Drive

Santa Cruz, CA 95060

Telephone: (831) 423-5747 FAX: (831) 423-5922

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By:  5-17-2000

Risk Management

3. APPROVED AS TO FORM:

By: 

County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

EXHIBIT A
SCOPE OF SERVICES

Family Center Summer Program

CONTRACTOR will develop and implement an expanded 10 week summer program to serve low-income Latino children aged 6 to 12 years old. Program will be operated Monday through Friday from 12:00 p.m. to 5:00 p.m. from June 10, 2000 through August 15, 2000 and will serve approximately 30-35 children per day. Services will be provided in accordance with the following objectives:

Objective #1: To provide a well-staffed summer recreation program.


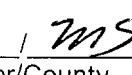
1. May 15, 2000 through June 10, 2000:
Recruit and hire 2 Summer Youth Activity Leaders and 3 teen youths from the Youth Employment Program.
2. May 15, 2000 through June 10, 2000:
Contact and recruit local high schools for teen volunteers.
3. June 1st through June 10, 2000:
Enlist the support of parent volunteers in the development and implementation of the program.
4. June 10 and continuous:
To increase the number of parent volunteers (participation) in the summer youth program.

Objective # 2: Incorporate prevention and educational programs available in the community into this program.

1. June 10 through August 15, 2000:
To invite at minimum of 4 prevention programs (child abuse, substance abuse, domestic violence and gang prevention) to conduct age appropriate presentations for the children and parents.
2. June 10 through August 15, 2000:
Incorporate 4 educational components such as environmental education, art appreciation, and summer reading and the Santa Cruz Natural Museum into the program.
3. June 10 through August 15, 2000:
Provide on-site prevention program targeting the parents of the children.

Objective #3: Establish and/or Strengthen partnerships with existing recreation programs.

1. June 1 -continuous:
Partnership with the City of Santa Cruz Parks and Recreation Department to include children from our program as space permits on their field trips in the summer, i.e. professional baseball games, water slide trips etc..
2. June 15 throughout Summer 2000:
Familiarize parents and children with other recreation resources in the community such as the Boys and Girls Club, the Salvation Army summer program, and Kids and Teens Exploring nature by inviting these agencies to provide a brief overview of their programs.

Initial  / 
Contractor/County

Objective #4: Provide an evaluation of the programs.

1. At the end of the program volunteers and staff will complete an evaluation of the program.
2. Two focusgroups, one for parents and one for youth will be conducted to assess the success of the program.
3. Community stakeholders will be asked to provide their assessment.

Reporting Requirements: Within 30 days of the end of the program, CONTRACTOR will provide a brief final report to the Human Resources Agency specifying the number of children served, hours of staff service, summary of activities provided and program evaluation results. Report should be submitted to Michelle Shippen, Director of Prevention & Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, Santa Cruz, CA 95050.

EXHIBIT B

0439

BUDGET

Familia Center Summer Program

1. Youth Activity Leaders: 2 @ 9.25 an hour: 1 x 30 hours and 1 x 15 hours a week x 10 weeks	\$4,163
2. Recreational supplies : board games, puzzles, art ant craft supplies, Sports equipment tables, chairs and sun canopy	\$ 600
3. Transportation: rental of 2 vans and bus passes	\$ 400
4. Insurance: 2 field trips @ 100 per trip outside of county	\$ 200
5. Activity fees (bowling, movies, swimming, etc.)	<u>\$ 762</u>
TOTAL	\$6,125

Initial YAB / ms
Contractor/County **3 9**

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0440

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 5/25/00 (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 County of Santa Cruz Human Resources Agency (Agency)
501 Soquel Ave, Suite #E
and, Community Action Board of Santa Cruz County Santa Cruz, CA 95062 (Name & Address)
2. The agreement will provide North Coast Teen Center services to youth
3. The agreement is needed to meet Children's Network priorities for Child Abuse Prevention
4. Period of the agreement is from July 1, 2000 to June 30, 2001
5. Anticipated cost is \$ 11,625 (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: Contact: M SH ppen x 14 w-9 on file
7. Appropriations are budgeted in 392400 (Index#)(Subobject)

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

Appropriations are available and 5/3/00 been encumbered. * Contract No., C002164 Date 100
* SUBJECT TO THE APPROVAL OF THE DOJO BUDGET
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 (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 6/1/00
Agreement approved as to form. Date- _____

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

Tsig 9 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 _____ County Administrative Officer
_____ 19 _____ BY _____ - Deputy Clerk

CONTRACT NO

INDEPENDENT CONTRACTOR AGREEMENT

044 1

THIS CONTRACT is entered into this 13th day of June, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC, hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide North Coast Teen Center services to youth as described in Exhibit A (Scope of Services).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR monthly upon presentation of suitable invoices in accordance with Exhibit B (Budget). CONTRACTOR shall be permitted to make transfers between line items in the budget providing the transfer is less than 10% of the total budget. Transfers totaling more than 10% of the budget may be made upon written approval of the Human Resources Agency Administrator or his/her designee. Total amount claimed shall not exceed \$11,625.

Submit invoice for payment to:

Human Resources Agency
Attn: Michelle Shippen, Director of Prevention & Early Intervention Services
1000 Emeline Avenue
Santa Cruz, CA 95060

3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2001.

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the 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 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 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 ____/____.

0442

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 ____/____.
- 3) Comprehensive or Commercial 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here ____.

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:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

0443

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 and employing more than fifteen (15)

Initial MS
ContractorCounty

employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

0444

2. 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 which indicate that CONTRACTOR is an independent contractor.

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

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
12. ATTACHMENTS. This Agreement includes the following attachments:

EXHIBIT A (SCOPE OF SERVICES)

EXHIBIT B (BUDGET)

Initial
Contractor/County

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

0445

1. CONTRACTOR

By: 

Address: 501 Soquel Ave., Suite E

Santa Cruz, CA 95062

Telephone: (831) 457-1741 FAX: (831) 426-3345

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By:  5/17/2000

Risk Management

3. APPROVED AS TO FORM:

By: 

County Counsel

DISTRIBUTION:

County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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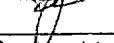

initial  / 
Contractor/County

EXHIBIT A

0446

SCOPE OF SERVICES

COMMUNITY ACTION BOARD
Davenport Resource Center--North Coast Teen Center

In accordance with the CONTRACTOR's proposal and revised budget submitted to the County of Santa Cruz (and incorporated herein by reference), CONTRACTOR will develop the North Coast Teen Center and provide services to youth ranging in age from those entering 7th grade to those entering 9th grade as follows:

1. Hire a part-time Teen Program Coordinator.
2. Operate the Teen Center for 25 hours per week.
3. Provide services to include:
 - a. Tutorial support – including computer and internet access.
 - b. Recreational activities – including sports, various arts, dance and music workshops and field trips.
 - c. Community service including beach clean-up, assistance to seniors, and other neighborhood activities.
4. Involve parents and teens in the planning and operation of the center.
5. Conduct an evaluation of the effectiveness of the program.

Reporting Requirements: On or before June 30, 2001, CONTRACTOR will provide a brief final report to the Human Resources Agency specifying the number of children served, types of services provided and program evaluation results. Report should be submitted to Michelle Shippen, Director of Prevention & Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, Santa Cruz, CA 95050.

Initial 
Contractor/County

EXHIBIT B

0447

NORTH COAST TEEN CENTER BUDGE-I

Salaries & Wages	6,604
Payroll Taxes	1,141
Employee Benefits	572
Contract Services	0
Utilities /Rent	1,713
Building Maintenance	0
Equip Repair & Maint	0
Leasehold Improvements	0
Vehicle Repair & Maint/Gas	0
Travel	200
Office Supplies	0
Postage	0
Printing	0
Telephone,	0
Dues & Subscriptions	0
Liability Insurance	0
Employee Develop/Training	0
Employee Recruitment	0
Program Supplies	0
Fixed Asset Purchases	0
Admin support @ 12%	<u>1,395</u>
Total Expenses	11,625

In addition to the above, financing for the North Coast Teen Center includes a grant in the amount of \$25,000 from the David & Lucille Packard Foundation.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0448

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

FROM: Human Resources Agency (Dept.)
HR Admin Admin (Signature) 5/25/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and Kidpower-Teenpower-Fullpower, PO Box 1212, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide 10 Safety and self-protection workshops to children
- The agreement is needed to meet the Children's Network priorities for child abuse prevention
- Period of the agreement is from July 1, 2000 to June 30, 2001
- Anticipated cost is \$ 5,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contact: M Shippen x 4419 W-9 attached
- Appropriations are budgeted in 39'400 (Index#) 5210 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. CO 02165 Date 5/31/00
are not will be
* SUBJECT TO THE APPROVAL OF THE 00/01 GARY A. KNUTSON, Auditor - Controller
BUDGET 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
(Agency).

Remarks: ES (Analyst) By Ch. Silva County Administrative Officer Date 6/1/00
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 3 Dept. 9 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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 13th day of June, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, KIDPOWER-TEENPOWER-FULLPOWER, hereinafter called CONTRACTOR. The parties agree as follows:

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

Provide ten (10) *Everyday Safety Skills and Self Protection Program* workshops to children in grades kindergarten through 8th grade as described in Exhibit A (Scope of Services).

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$500 per workshop completed upon presentation of suitable invoices in accordance with Exhibit B (Budget). Total amount shall not exceed \$5,000.

Submit invoice for payment to:

Human Resources Agency
Attn: Michelle Shippen, Director of Prevention & Early Intervention Services
1000 Emeline Avenue
Santa Cruz, CA 95060

3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2001

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

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

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

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and 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 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, 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 JIMS
- 3) Comprehensive or Commercial 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____/_____.

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:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

- 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060 Attn: Michelle Shippen

1 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental 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 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.

2. 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 which indicate that CONTRACTOR is an independent contractor.

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

9. NONASSIGNMENT. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.
- 10 RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.
- 11 PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 12 ATTACHMENTS. This Agreement includes the following attachments:

EXHIBIT A (SCOPE OF SERVICES)

EXHIBIT B (BUDGET)

initial 
Contractor/County

EXHIBIT A

SCOPE OF SERVICES

KIDPOWER
K-8 Everyday Safety Skills and Self Protection Programs

In accordance with the KIDPOWER workshop design(s) submitted in CONTRACTOR's proposal to the County of Santa Cruz (and incorporated herein by reference), CONTRACTOR will provide ten (10) KIDPOWER/TEENPOWER workshops as follows:

1. Workshops to be provided at the following locations:
 - One (1) KIDPOWER at Familia Center for their summer youth program
 - One (1) TEENPOWER at Davenport Resource Service Centers Teen Program
 - One (1) KIDPOWER for Barrios Unidos "Kids Club"
 - Two (2) KIDPOWER for Watsonville School District (Salsipuedes and Freedom Elementary schools)
 - Two (2) KIDPOWER for San Lorenzo Valley School District
 - One (1) KIDPOWER for Live Oak School District
 - One (1) KIDPOWER for Santa Cruz City Schools (Branciforte or Delaveaga Elementary Schools)
 - One (1) KIDPOWER at a location determined by KIDPOWER as high need.
2. Serve a minimum of three hundred (300) children and youth through the ten (10) workshops listed above.
3. Whenever possible, involve parents in the KIDPOWER workshops.
4. Conduct an evaluation of the effectiveness of the program.

Reporting Requirements: On or before June 30, 2001, CONTRACTOR will provide a brief final report to the Human Resources Agency specifying the number of children served, types and location of services provided and program evaluation results. Report should be submitted to Michelle Shippen, Director of Prevention & Early Intervention Services, Human Resources Agency, 1000 Emeline Avenue, Santa Cruz, CA 95050.

EXHIBIT B

0454

**Unit Cost Budget
for
Everyday Safety Skills and Self Protection Programs
for K - 8 Youths**

<u>Type of Workshop</u>	<u># of workshops *(1)</u>	<u>Cost/workshop *(2)</u>	<u>Totals</u>
KIDPOWER Parent/Younger Child Safety Training	4	\$500.00	\$2,000.00
KIDPOWER Parent/Older Child Safety Training	5	\$500.00	\$2,500.00
KIDPOWER Community Education Workshop	1	\$500.00	\$500.00
TOTAL PROJECT BUDGET			\$5,000.00

*(1) Workshops will be equally divided among all age groups geographic locations and ethnic backgrounds in conjunction with the Childrens Network and parent groups.

*(2) Unit cost of workshops include planning, development, parent involvement coordination, data collection, and workshop evaluation, insurance, travel, and supplies.

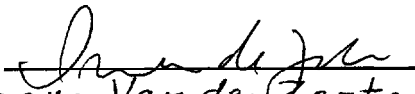
INDEPENDENT CONTRACTOR AGREEMENT

CONTRACT #

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

0455

1. CONTRACTOR

By: 
Irene Van de Zante
Address: P.O. Box 1212

Santa Cruz, CA 95060

Telephone: (831) 426-4407 FAX: (831) 4264480

4. COUNTY OF SANTA CRUZ

By: _____

2. APPROVED AS TO INSURANCE:

By: 
Risk Management

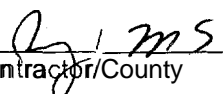
3. APPROVED AS TO FORM:

By: 
County Counsel

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

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Initial 
Contractor/County