



0105

County of Santa Cruz

HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060

(831) 454-4130 OR 454-4045 FAX: (831) 454-4642

CECILIA ESPINOLA, ADMINISTRATOR

June 7, 2000

Agenda: June 27, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, California

APPROVAL OF CONTRACTS FOR WELFARE-TO-WORK TRANSPORTATION

Dear Members of the Board:

On April 11, 2000, your Board accepted a Job Access/Reverse Commute (JARC) grant from the Federal Transit Administration, and directed the Human Resources Agency (HRA) to negotiate contracts and return for contract approval prior to June 30. The purpose of this letter is to recommend approval of two contracts with community-based organizations for these services.

The Job Access/Reverse commute grant provides \$100,000 for two new initiatives which will assist CalWORKs participants with their transportation: the Emergency Ride Home program, and the Car-pool Incentives program. Funding for these initiatives is included in the HRA 2000/2001 budget. Both contracts will be fully funded by the JARC grant, at no cost to the County.

Emergency Ride Home Program

The JARC grant provides \$50,000 for an Emergency Ride Home Program, which will provide emergency transportation back-up for working CalWORKs participants who utilize alternative transportation and face unexpected transportation emergencies which can cost them their jobs. For example, the program will assist parents to pick up their sick children if they have taken the bus to work or used another alternative form of transportation, or if their car breaks down during the day. After careful consideration of possible administrators for this service, and consultation with the Transportation Commission staff, this service will be contracted out to the Santa Cruz Area Transportation Management Association. The proposed contract has been signed by the contractor and approved by County Counsel and Risk Management, and is on file with the Clerk of the Board.

BOARD OF SUPERVISORS

Agenda: June 27, 2000

Approval of Contracts for Welfare-to-Work Transportation

Carp001 Incentives Program

The JARC grant included \$50,000 for a Carp001 Incentives Program to strengthen carpooling supports for working CalWORKs participants. The incentives will be transportation-related, such as payment for a smog inspection or an oil change, and will stress sharing vehicles with other CalWORKs participants. These services will extend through 12 months after the participant has left aid due to employment, and will be contracted out to the Community Action Board. The proposed contract has been signed by the contractor and approved by County Counsel and Risk Management, and is on file with the Clerk of the Board.

IT IS THEREFORE RECOMMENDED that your Board approve contracts for welfare-to-work transportation services with the Santa Cruz Area Transportation Management Association and the Community Action Board in the amount of \$50,000 each, and authorize the Human Resources Agency Administrator to sign the contracts on behalf of the County.

Very truly yours,



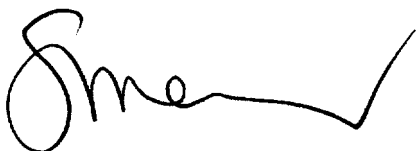
CECILIA ESPINOLA
Administrator

CE/GG:gg/jarccon.bos

Attachments

cc: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Community Action Board
Santa Cruz Area Transportation Management Association

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0107

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

FROM:

Human Resources Agency (Dept.)

[Signature] (Signature) 6/9/00 (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 Agency of Santa Cruz Human Resources (Agency)
and Santa Cruz Area Transportation Mgmt Assn, PO Box 8425, Santa Cruz CA 95060 (Name & Address)

2. The agreement will provide Emergency Ride Home Program for CalWORKs families

3. The agreement is needed to implement the Job Access Reverse Commute Grant

4. Period of the agreement is from 7/1/00 to 6/30/01

5. Anticipated cost is \$ 50,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: contact G Groves x 4036

7. Appropriations are budgeted in 392400 (Index#) 5188 (Subject)

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

Appropriations are available and have been encumbered. * a Contract No. 00 02171 e 6

* SUBJECT TO APPROVAL OF THE 2000/2001
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)

County Administrative Officer
By [Signature] a t e 6/15

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

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

BY _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of June, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, Santa Cruz Area Transportation Management Association (SCATMA), hereinafter called CONTRACTOR. The parties agree as follows:

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

provide an Emergency Ride Home Program for CalWORKs families in the welfare-to-work program or in job retention services up to 12 months after leaving aid.

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

- A. Reimbursement not to exceed \$50,000 on the basis of suitable invoices, with a copy of a voucher documenting each ride by an approved rider attached, signed and dated by that rider. A one-time advance of up to one quarter of the contract amount is allowable with proper documentation, as specified below by the County, of the need for the advance for start-up.

Submit invoices for payment and documentation of service provided to:

Human Resources Agency
Attn: Gail Groves
1040 Emeline Ave.
Santa Cruz, CA 95060

- B. CONTRACTORS which are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation, which adequately supports the request. Advances must be approved in writing by the Human Resources Agency. Each subsequent payment will be based on actual services.
- C. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested, naming the COUNTY as loss payee, an original certificate for which must be submitted to the COUNTY as part of the advance request.
- D. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
- E. A grant request/expenditure form for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15, 2001. CONTRACTOR must account for all interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.

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 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 SO / _____

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

Initial SO / _____
Contractor/County

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
1040 Emeline Ave.
Santa Cruz, CA 95060, Attn: Gail Groves

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
1040 Emeline Ave.
Santa Cruz, CA 95060
Attn: Gail Groves

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

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

SECONDARY FACTORS. (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and workplace; (9) 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.

Initial 20 / _____
Contractor/County

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:
- a. Budget Summary
 - b. Scope of Work Plan
 - c. Planned Quarterly Expenditures

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Carolyn O'Donnell
Typed Name/Title: Carolyn O'Donnell, Director

By: _____
Cecilia Espinola, HRA Administrator

Organization: Santa Cruz Area Transportation Management Association

Address: P.O. Box 8425

Santa Cruz, CA 95060

Telephone: (831) 423-6231

Tax ID#: 77-0390010

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 6-12-2000
Risk Management

3. APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

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

SCOPE OF WORK PLAN
Welfare-to-Work JARC Grant Subcontract

Agency: Santa Cruz Area TMA

Program/Service: Emergency Ride Home Program

MEASUREABLE OBJECTIVES & PERFORMANCE GOALS	IMPLEMENTATION ACTIVITIES	QUARTER ENDING DATE	METHOD OF EVALUATING PROCESS AND/OR OUTCOMES OF OBJECTIVES
To deliver approximately 8 ERH rides per week.	Develop, translate and produce promotional materials. Orient and train HRA and program staff. Distribute vouchers to participants. Set up billing system w/cab companies.	September 2000	Documentation of all materials produced. Orientation schedule and materials available. Voucher, invoices available. Cab company billing records.
To deliver approximately 16 ERH rides per week to CalWORKS clients.	Provide cab vouchers and rides.	December 2000	Cab company billing records. Quarterly ride reports.
To deliver approximately 16 ERH rides per week to CalWORKS clients.	Provide cab vouchers and rides.	March 2001	Cab company billing records. Quarterly ride reports.
To deliver approximately 16 ERH rides per week to CalWORKS clients.	Provide cab vouchers and rides.	June 2001	Cab company billing records. Quarterly ride reports.

BUDGET SUMMARY
Welfare-to-Work JARC Grant Subcontract

Agency: Santa Cruz Area TMA

Program/Service: Emergency Ride Home Program

Please provide detailed breakdown of expenditures during the contract period.

EXPENSE ITEM	ADMIN	PROGRAM	CALWORKS	TOTALS	IN-KIND/MATCHING (for info only)
Staff Salaries		\$15,000		\$15,000	
Staff Fringe Benefits					\$2,700
Staff Travel					
Facilities & Communications					
Consumable Supplies		\$5,000		\$5,000	
Furniture & Equipment -Use/Depreciation -Purchase -Lease					
Vehicle Operating & Maintenance					
Consumable Testing & Instructional Supplies					
Insurance					
Supportive Services		\$30,000		\$30,000	
Indirect Cost					
Other Operational Costs:					
Cab Fares					
TOTALS:		\$50,000		\$50,000	\$2,700

Administrative costs may not exceed 13%. Indirect costs may be applied to program.

PLANNED QUARTERLY EXPENDITURES
Welfare-to-Work JARC Grant Subcontract

Agency: Santa Cruz Area TMA

Program/Service: Emergency Ride Home Program

Please detail projected expenditures by quarter. Dates below refer to quarter ending date.

COST CATEGORY	SEPT 2000	DEC 2000	MAR 2001	JUNE 2001
Administration Expenditures				
Program Expenditures	\$12,500	\$12,500	\$12,500	\$12,500
CalWORKS Expenditures				
Total Expenditures				
Program Expenditures				
Community Service				
Work Experience				
Job Creation/Wage Subsidies				
On-the-Job Training				
Readiness, Placement and Post-Employment Services				
Job Retention				
Support Services	\$12,500	\$12,500	\$12,500	\$12,500
Other:				
Other:				
Other:				

COMPANY
D

" ACORD CORPORATION 1988

POLICY NUMBER:

57UUCHU3848

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED-DESIGNATED PERSON OR
ORGANIZATION**

0117

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: The County of Santa Cruz, its officials, employees, agents and volunteers are added as 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.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0118

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

FROM: Human Resources Agency (Dept.)
[Signature] (Signature) 6/9/00 (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 Community Action Board, 501 May Ave., Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide a Carpool Incentives Program for CalWORKs families
3. The agreement is needed, to implement the Job Accesss/Reverse Commute Grant
4. Period of the agreement is from 7/1/00 to 6/30/01
5. Anticipated cost is \$ 50,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: W- (on file) Contact: G Groves 4036
7. Appropriations are budgeted in 392400 (Index#) 5188 (Subobject)

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

Appropriations are available and have been encumbered. * Contract No. CO 02172 Date 6/13/00
are not will be
* SUBJECT TO APPROVAL OF THE 2000/2001 BUDGET
GARY A. KNUTSON, Auditor-Controller
By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the Human Resources Agency (Agency).
County Administrative Officer

Remarks _____ (Analyst) By _____ Date _____
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 Crig. 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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

0119

THIS CONTRACT is entered into this 27th day of June, 2000, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the COMMUNITY ACTION BOARD (CAB), hereinafter called CONTRACTOR. The parties agree as follows:

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

provide a Carpool Incentives Program for CalWORKs families in the welfare-to-work program or in job retention services up to 12 months after leaving aid.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
 - A. Reimbursement not to exceed \$50,000 on the basis of suitable invoices, with a copy of carpooling calendar forms documenting each month of carpooling by a CalWORKs adult attached, signed and dated by that carpool driver or rider. A one-time advance of up to one quarter of the contract amount is allowable with proper documentation, as specified below by the County, of the need for the advance for start-up.

Submit invoices for payment and documentation of service provided to:

Human Resources Agency
Attn: Gail Groves
1040 Emeline Ave.
Santa Cruz, CA 95060
 - B. CONTRACTORS which are non-profit, community based organizations granted tax-exempt status under Internal Revenue Code Section 501 may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, CONTRACTOR must submit a written request detailing the need for an advance, including a grant request/expenditure report form as provided by the COUNTY and evidence that contract activities cannot be carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation, which adequately supports the request. Advances must be approved in writing by the Human Resources Agency. Each subsequent payment will be based on actual services.
 - C. CONTRACTOR may receive an advance only if it provides a satisfactory fidelity bond in the amount of the advance requested, naming the COUNTY as loss payee, an original certificate for which must be submitted to the COUNTY as part of the advance request.
 - D. CONTRACTOR shall not use cash advances to provide working capital for non-COUNTY programs, and when possible such advances shall be deposited in interest-bearing accounts, and the interest used to reduce program costs. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.
 - E. A grant request/expenditure form for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15, 2001. CONTRACTOR must account for all interest on an advance and expenditures of such interest as part of this final fiscal report. All unused funds, including the unused portions of any advance or interest on any advance, shall be returned to the COUNTY at that time.
3. TERM. The term of this contract shall be July 1, 2000 through June 30, 2001.

Initial 
Contractor/County

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INDEPENDENT CONTRACTOR AGREEMENT

0120

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 ____/____.

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:

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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
1040 Emeline Ave.
Santa Cruz, CA 95060, Attn: Gail Groves

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
1040 Emeline Ave.
Santa Cruz, CA 95060
Attn: Gail Groves

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

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

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

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

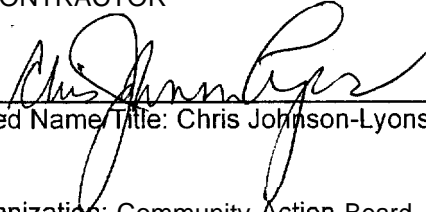
By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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:
- a. Budget Summary
 - b. Scope of Work Plan
 - c. Planned Quarterly Expenditures

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

1. CONTRACTOR

By: 
Typed Name/Title: Chris Johnson-Lyons, Exec. Dir.

Organization: Community Action Board

Address: 501 Soquel Avenue, Suite E
Santa Cruz, CA 95062

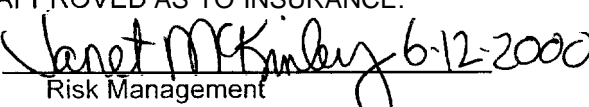
Telephone: (831) 457-1741

Tax ID#: 94-2523730

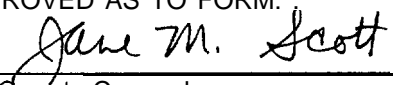
4. COUNTY OF SANTA CRUZ

By: _____
Cecilia Espinola, HRA Administrator

2. APPROVED AS TO INSURANCE:

By:  6-12-2000
Risk Management

3. APPROVED AS TO FORM:

By: 
County Counsel

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

CARPOOL INCENTIVES PROGRAM – SCOPE OF WORK

JULY 1, 2000 – JUNE 30, 2001

Carpooling shall be defined as “a CalWORKs adult driving or riding in a private vehicle two or more days per week consistently with one or more other people.” This includes any combination of other adults and children. This program shall be provided by the Community Action Board (CAB).

Carpool Incentives shall be paid directly to the business providing the service, except for payment for a tank of gas, which may only be paid on the presentation of a valid receipt dated within the past 30 days. CAB will retain the receipt. In no other case shall payment be made directly to a CalWORKs participant. Carpool drivers and passengers shall provide a list to CAB and HRA of the other people with whom they carpoled, with phone numbers, for verification purposes.

Carpool incentives are directed toward working participants who either use the Work-Related Emergency Payments Fund (WREPF), or are referred by fax by HRA employment training staff. No self-referrals can be accepted by CAB, however CAB may offer the carpool incentives to users of the WREPF directly.

Incentive Structure

CalWORKs **drivers** who carpool may choose either to receive a smaller incentive once a month or a larger one-time incentive after 4 months.

Monthly incentives.

Tank of gas payment – value up to \$25

Oil change payment-value up to \$25

Smog Check payment – value up to \$25

One-month insurance payment (1/12th of full year cost) – value est. \$25-\$50/mo.

After four months of consistent carpooling (one time in 12 mos. only):

Tune-up – value up to \$200 (not to exceed the value of the tune-up)

New tires – value up to \$200 (not to exceed the value of the tires)

CalWORKs **passengers** in a carpool shall receive a \$10 monthly gift certificate for clothing for themselves or their children (at stores such as Mervyn's, Gottschalk's, or Ross). Gift certificates cannot be used for alcohol or cigarettes.

The Contractor may enter into vendor relationships with specific businesses for the purposes of this program. Unless specific vendors with agreed-upon prices are used by the Contractor, it shall be the participant's responsibility to find out how much the services will cost and provide CAB with the estimate.

Each CalWORKs carpooler will be given a simple Carpool Calendar Form for each month they carpool, on which they will record their name, social security number, and phone number, and the number of passengers, and their names and numbers, and the days of the month on which they drove or rode with the CalWORKs person. If a passenger, the carpooler shall record the names of others in the car, including the driver's name and phone number.

Carpoolers will be notified that their passengers (or driver) will be contacted at random each month to verify the carpooling arrangement. These random contacts will be made by the Contractor.

CalWORKs will distribute fliers on the new service to all CalWORKs participants, who will be asked to contact their EW or ETS (if they carpool) to set up the incentive. CalWORKs will continue to provide up to \$40 per month in mileage reimbursement for those who qualify, in addition to the carpool incentives.

¹ In the case of a tune-up or tires, an estimate from a licensed mechanic or tire shop will be needed to process the check, which may not exceed the actual cost plus tax. The participant will be responsible for paying any additional cost beyond the limits.

**CalWORKS Carpool Incentive Program
2000-01 Budget**

Expense Item	ADMIN	PROGRAM	CalWORKS	TOTAL	IN-KIND MATCHING
salaries & wages		\$ 4,500		\$ 4,500	
fringe		\$ 425		\$ 425	
health & retirement		\$ 450		\$ 450	
postage		\$ 100		\$ 100	
copying		\$ 325		\$ 325	
supportive services		\$ 39,200		\$ 39,200	
admin support	\$ 5,000			\$ 5,000	
TOTAL		\$ 50,000		\$ 50,000	

**CalWORKS Carpool Incentive Program
Planned Quarterly Expenditures**

Cost Category	September 2000	December 2000	March 2001	June 2001
salaries & benefits	\$ 1,475	\$ 1,300	\$ 1,300	\$ 1,300
supplies	\$ 125	\$ 100	\$ 100	\$ 100
supportive services	\$ 9,800	\$ 9,800	\$ 9,800	\$ 9,800
admin support	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
TOTAL	\$ 12,650	\$ 12,450	\$ 12,450	\$ 12,450

Community Action Board of Santa Cruz County, Inc.
CalWORKS Carpool Incentive Program
SCOPE OF WORK PLAN

0127

Goals & Objectives	Implementation Activities	Quarter (ending date)	Outcomes and evaluation methods
Provide carpool incentive payments to approximately 25 CalWORKS participants.	Develop, translate and distribute outreach materials. Conduct presentations to HRA and CAB staff. Distribute incentive payments to participants.	September 2000	Documentation of all materials produced and made available to HRA and CAB staff. Materials distributed to CalWORKS participants. Staff presentations scheduled and completed. Database set up for fiscal and program reporting Monitoring system set up (includes request for proof of insurance and drivers license, request for passenger contact information, tracking of carpooling calendars for participants, monitoring of drivers and passengers continued participation in carpools) Vendor agreements set up.
Provide carpool incentive payments to approximately 25 CalWORKS participants.	Distribute outreach materials. Distribute incentive payments to participants.	December 2000	Materials updated and distributed to CalWORKS participants. Quarterly reporting. Check-in meetings with HRA and CAB staff.
Provide carpool incentive payments to approximately 25 CalWORKS participants.	Distribute outreach materials. Distribute incentive payments to participants.	March 2001	Materials updated and distributed to CalWORKS participants. Quarterly reporting. Check-in meetings with HRA and CAB staff.
Provide carpool incentive payments to approximately 25 CalWORKS participants.	Distribute outreach materials. Distribute incentive payments to participants.	June 2001	Materials updated and distributed to CalWORKS participants. Quarterly reporting. Check-in meetings with HRA and CAB staff.