

#### ' HERIFF- CORONER

MARK TRACY SHERIFF-CORONER

## COUNTY OF SANTA CRUZ

 701
 OCEAN
 ST,
 ROOM
 340,
 SANTA
 CRUZ.
 CALIFORNIA
 95060

 PHONE
 (831)
 454-2414
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7/28/00

Agenda: September 26, 2000

Board of Supervisors County of Santa Cruz 701 Ocean Street Santa Cruz, California 95060

> Approval Of An Independent Contractor Agreement With Alejandra Gomez For Spanish language Services FY 00/01

Dear Members of the Board:

FY 99/00 your Board approved an independent contractor agreement with Ms. Alejandra Gomez to provide a Spanish language instruction program to our law enforcement Officers. This program was introduced in November of 1999. Three levels of instruction are currently being provided; beginning, intermediate and advanced. Each level of instruction is presented in three hour classes which occur once a week over a period of ten weeks. To date this program has been very successful in developing the necessary language skills for our officers to communicate more effectively with Spanish speaking residents in our community.

The Sheriff's Office FY 00/01 budget includes appropriations to expand this program from nine months in FY 99/00 to the entire 12 months of the current fiscal year, an overall increase of over 25%. Although the cost per class has remained the same, the overall cost of the contract has therefore increased. In order to conform with County procedures, which require your Board's approval for annual contract cost increases exceeding 10%, it is necessary for your Board to approve an increase in this contract for FY 00/01.

It is therefore recommended that your Board approve an independent contractor agreement with Alejandra Gomez in the amount of \$26,000 for FY 00/01 for Spanish language services .

Very\_truly yours, WUC~ Mark Tracy Sheriff Coroner

MT/PC

**RECOMMENDED:** 

SUSAN A. MAURIELLO County Administrative Officer

/gomez6

Anendment To Agreement Alejandra Gomez Contract C091964

Effective 6/1/00, the parties hereto agree to amend that agreement dated September 29, 1999 by and between the County of Santa Cruz and Alejandra Gomez by amending the following agreement provisions:

2. Compensation. Compensation provisions are changed to read the following: "The Contractor provides instruction in the form of 30 hour courses taught to classes of up to ten students each. The cost of each course is \$2,600, with \$1,300 paid to the Contractor upon completion of 15 hours of each course and \$1,300 paid upon the conclusion of each course."

"During the term of this contract up to  $\underline{ten}$  (10) courses may be required by the County to be taught. The Contractor will be compensated for each course separately. The Contractor's total possible compensation during the term of this contract is \$26,000."

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

7. Equal Employment Opportunity. Section A is amended to read: "The CON-TRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, 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 the 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.

7. Equal Employment Opportunity. Section B is amended by replacing the words "physical handicap or disability " with " physical or mental disability". The word "pregnancy" is added to the list of non-discrimination factors and the age factor (over 40) is replaced by " age (over 18)."

All other provisions of the agreement shall remain the same.

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Contractor: Aleiandra Gomez Law Enforcement Language Training

By: Address: 3/35/Jhomas Grade, Morgan Hill

Telephone: 408-782-2032

Approved as to form: By fame Oberlihnm H County Coursel 8/31/00

County of Santa Cruz:

Bv: Sheriff Coroner

Approved As To Insurance: Janet MyKunley Risk Management

### Distribution: CAO Auditor Controller Risk Management Contractor Sheriff Coroner

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#### Contract No. 91964

#### **INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this  $29^{\text{H}}$  day of Suptember, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Alejandra Gomez, hereinafter called CON-TRACTOR. The parties agree as follows:

1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result:

Refer to Attached.

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

Refer to Attached.

3. <u>TERM</u>. The term of this contract shall be: November 1, 1999 through June 30, 2000

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

5. <u>INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS</u>. 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. <u>INSURANCE</u>, 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. <u>Types of Insurance and Minimum Limits</u>

(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  $\Delta$ 

(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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

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

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#### B. <u>Other Insurance Provisions</u>

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(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of 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 required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: <u>(Department should fill in the full</u> <u>name/title and address of the person/position</u> <u>responsible for the Agreement).</u>"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: (Department should fill in the full name/title and address of the person/position responsible for the Agreement).

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7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. During and in relation to the performance of this Agreement, CONTRACTOR agrees as fol-0166 lows: 2030

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CON-TRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other nonmerit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disab--led 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 Affirmtive Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRAC-TOR may be declared ineligible for further agreements with the COUNTY.

#### Equal Employment Opportunity (continued)

(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 subcontrac-0167 tor 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 connercial supplies or raw materials.

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

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

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

NONASSIGNMENT. CONTRACTOR shall not assign this Agree-9. ment without the prior written consent of the COUNTY.

10. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>ATTACHMENTS.</u> This Agreement includes the following attachments (identify by name or write "NONE"): Attachment "B"

Attachment "Duties of Contractor" & "Compensation" IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**COUNTY OF SANTA CRUZ** 

CONTRACTOR

By: Mar . r

By: Thomas Grade

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Address: Morgan Hill, CA 95037

**Telephone:** (408) 782–2032

**APPROVED AS TO FORM** 

By: / tany (1. Ohechchman HP County Counsel 10/1/99

**APPROVED AS TO INSURANCES** 

laret MKn ley 10-5-99 Risk Management

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

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INDEPENDENT CONTRACTOR AGREEMENT / Alejandra Gomez

#### Duties of Contractor:

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The Contractor will provide classes in basic Spanish. Three levels of instruction will be taught; Beginners, Intermediate and Advanced. Each level of instruction is presented in three hour classes which occur once a week over a period of ten weeks providing in total 30 hours of instruction for each course. The Contractor is prepared to provide three Beginners, two Intermediate. and one Advanced course during the term of this contract. Each of the six courses' class size will be up to ten students.

Spanish language courses have been arranged in topics that relate to police activities. Emphasis is placed on developing oral skills using Latin-American Spanish. Colloquial expressions, slang and profanities are included where appropriate. All the terms covered in each class are included in written materials which are provided for students in each class.

Cultural and social issues are discussed and explained in order to clarify current events in both latin America and the United States.

A variety of teaching techniques are used to maintain students' interest which include videos, field trips and celebrations.

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Compensation:

The Contractor provides instruction in the form of 30 hour courses taught to classes of up to ten students each. The cost for each course is **\$2,600**, with \$1,300 paid to the contractor upon completion of 15 hours of each **course** and \$1,300 paid upon the conclusion of each course.

During the term of this contract up to **six** courses may be required by County to be taught. The Contractor will be compensated for each course separately. The Contractor's total possible compensation'during the term of this contract is \$15,600.

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#### AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated 0170 9/29/99 , by and between County of Santa Cruz (hereinafter called COUNTY) and Alejandra Gomez (hereinafter called CONTRACTOR) is amended to read as follows:

\_\_\_\_/\_\_\_l. <u>Guest Speaker Waiver</u>

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

<u>Teacher, Instructor, Trainer Waiver</u>

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

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

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

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

CONTRACTOR

COUNTY OF SANTA CRU.

By: Mart, my

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Attachment B

# The Approach

Small groups of 6 to 10 people meet on a regular **basis** (2 - 3 times per week).

Under the **instructor's** direction, 'Spanish is spoken **from the very** first **class.** Discussions are **based** 'on' practical situations that attendees will encounter.

Emphasis is **placed on** the spoken word using Latin American Spanish.

Colloquial expressions: slang and profanities are included where, appropriate.

Cultural and **social** &sues. are . discussed and **explained** in order to clarify current events both in Latin America and the U.S.

A variety of teaching 'techniques. is used to maintain thestudents'. interest. Included are videos, fieldtrips and . . celebrations.

Progress can be measured.

## Alejandra Gómez studied

languages at the Universidad Nacional Autonoma de Mexico; the Alliance Francaise in Mexico City and at the Goethe Institut in Munich. She studied legal/court . interpretation at San Francisco.. State University.

She was Foreign Press Chief in the office of Carlos Salinas de Gortari (President of Mexico 1988 - 1994). from 1984 - 1987 during his tenure **as** Minister of Budget and Planning.

She has been teaching Spanish since 1988' to' executives at various local companies such as: Apple Computers, Oracle,, Stanford, University, Monterey Mushrooms and Police Departments such as: Redwood City, Palo Alto, Menlo Park; Atherton, Sunnyvale, San Mateo, Santa Cruz, San Carlos, Morgan Hill and Salinas.

She offers classes tailored to all levels of students from absolute-, beginners'to those just'needirig to "brush up" their skills and specializes in Public Safety and Law Enforcement.



# Law Enforcement Language Training

POST Certified Spanish instruction

Cultural Workshops . .

Translations - Interpretation

Evaluations

More information? Please call: (408) **782-2032** e-mail: alejandra\_gomez@msn.com

44% of babies born in California are Hispanic. 36% of the Population in California will be Spanish speakers by 2020, Anglos will be 34%.

Hispanics make up the majority of the limited English proficiency school population in California.

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Hispanics will constitute 33% 05 the overall growth in the labor force in California within B years.

Mexican Americans are the largest group of Hispanics. Their assimilation is more difficult pecause 05 the continual infusion 05 people, language and culture from Mexico.

Spanish is a skill that might be extremely valuable in your job.

Enhance your communications skills

A practical, proven approach

How is your Spanish?

Even though you studied Spanish in high school are you still unable to speak it ?

Can you kold a conversation in Spanish with your peers' customers' clients?

Do you have contact with Hispanics during the working day (night)?

Would you like to be able to converse with Hispanics?

Would you like to understand Hispanic culture?

The emphasis is on oral skills. Grammar is acquired naturally through use of the language in class using realistic scenarios.

Using these techniques you learn to think and speak in Spanish

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by hearing, repeating and asking

conversational Spanish the

Now is your opportunity to learn

- dailgn3 benneal uoy you learned English -

tailored to your professional

Vocabulary and usage are

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During the classes, **Hispanic** culture, politics, social and family values are explained in the context of current events.

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## COUNTY OF SANTA CRUZ

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REQUEST FOR APPROVAL OF AGREEMENT

TO: Bocrd of Supervisors County Administrative Officer County Counsel Aucitor-Controller	F		Sheriff Co	roner 0173 (Signature <u>)</u> 7-	(Dept.) (Date)
The Board of Supervisors is hereby rec	quested to approve the atta	ched agreement	ہ and outhorize th	ne execution of the s	ome.
1. Said agreement is between the and,,Alejandra Gomez,					
2. The agreement will provide <u>Spa</u> i <u>n the Sheriff's Offic</u>					sonnel
3. The cgreement is neede <u>d</u> beca	use the County do	pes not pr	ovide this	service.	
4. Period of the agreement is from	7/1/00		to	6/30/01	
5. Antic pated cost is \$26,000			(Fixed	amount; Monthly rat	e; <u>Not to exceed)</u>
6. Remaiks: Continuing set			ng approval	of the Sheri	lff's
FY 00/01 budget. FY 9					
will be 7. Appropriations <del>are</del> budgeted in	661100		(In	idex#) <u>3665</u>	(Subobject)
	OPRIATIONS ARE INSUF				9
Appropriatio	will be encumberedaC o	ntract No GARY A BY —	KNUTSON, AUD	itor - Controller	Deputy
Proposal reviewed and approved. It is	recommended that the Boa				ze the
Remarks: Agreement approved as to form. Date		и). Ву <u></u>	County Adr	ninistrative Officer	9/15/00
Distribution: Bd. of Supv. • White Auditor-Controller • Blue County Counsel • HORRE • Co. Admin. Officer • Conory Auditor Controller • Pink Origine ing Dept. • Goldenrod 'To Orig. Dept. if rejected. AD M-29 (6/95)	State of California County of Santa Cruz I State of California, do herek said Board of Supervisors a in the minutes of said Board	by certify that the as recommended b	foregoing request for	nistrative Officer by an o County Adm	was approved by