



County of Santa Cruz 0247

HUMAN RESOURCES AGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060
(831) 454-4130 OR 454-4045 FAX: (831) 4544642

CECILIA ESPINOLA, ADMINISTRATOR

October 11, 2000

AGENDA: November 7, 2000

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA. 95060

APPROVAL OF CONTRACT FOR CHILD CARE INFORMATION AND REFERRAL SERVICES

Dear Members of the Board:

During budget hearings, your Board approved a continuing agreement between the Human Resources Agency and the County Office of Education/Child Development Resource Center for bilingual child care information and referral services, to be provided at the one-stop Career Centers. The purpose of this letter is to request retroactive approval of an augmented contract with the Child Development Resource Center.

The contract will provide for continued bilingual child care information and referral services and consumer education to CalWORKs participants at 18/1 99 W. Beach St. in Watsonville and 1020/1 040 Emeline Ave. in Santa Cruz. Over the past two years it has become apparent that these services are an essential part of the support that is necessary for families to make a successful transition from welfare to work. In order to provide these services this year, it is necessary to increase the amount of the agreement by \$3,000, reflecting slightly increased costs on the part of the contractor. This contract change will result in no additional County cost.

The contract has been approved as to form and insurance by County Counsel and Risk Management. It has been signed by the contractor, and is attached for your information.

IT IS THEREFORE RECOMMENDED that your Board APPROVE THE CONTRACT IN THE AMOUNT OF \$56,000 RETROACTIVE TO July 1, 2000 with the County Office of Education/Child Development Resource Center for bilingual child care information and referral services, and authorize the Human Resources Agency Administrator to sign the agreement on behalf of the County.

Very truly yours,



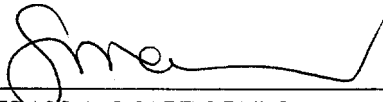
CECILIA ESPINOLA

Administrator

Attachments:

CEBL

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

CC: County Administrative Office
Auditor Controller
HRA-Fiscal
General Services

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2000 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, the COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:
 - A. CONTRACTOR shall provide 40 hours a week of specialized, bilingual child care information and referral services and consumer education for CalWORKs participants on location at 1020/1040 Emeline Ave., Santa Cruz, and 18/19 W. Beach St., Watsonville, to commence immediately.
 - B. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Section 1 .A. above and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved program under this Agreement, and any difficulties in meeting program objectives. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.
- 2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$56,000, in accordance with Attachment A ("Budget"), attached hereto and incorporated herein by reference, on the basis of appropriate claims submitted to the Human Resources Agency.

CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies". Transfers within the "Salaries and Benefits" category may also be made by CONTRACTOR unless they involve changes in the number and salary of positions. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies", and transfers within "Salary and Benefits" involving the number and salary of positions, may be made only upon prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

COUNTY agrees to provide CONTRACTOR'S staff the use of office furniture and supplies, telephones with voice mail, reception and general clerical services, electronic hookups (not including PCs), access to fax/copy machines and printers, at both locations.

Submit invoice for payment to:

Human Resources Agency
Attn: FK13
P.O. Box 1320
Santa Cruz, CA 95061

- 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:

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Initial MF /
Contractor/County

- 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

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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: Brenda Lane

- 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: Brenda Lane

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

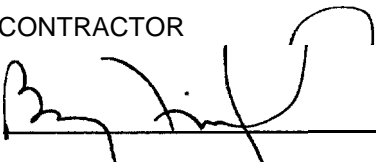
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to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

- 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. ACKNOWLEDGEMENT. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
- 13. ATTACHMENTS. This Agreement includes the following attachments:
 Attachment A: Budget
~~B: Amendment of Automobile Liability Insurance Requirement JM~~
 C: Assurance of Compliance, Nondiscrimination in State and Federally Assisted Programs

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

1. CONTRACTOR

By:  _____

Typed Name: Barney Finlay
Title: Asst. Superintendent, Business

Address: 809-H Bay Ave., Capitola, CA 95010

Telephone: (831) 476-7140

Tax ID #: 94-6002633


4. COUNTY OF SANTA CRUZ

By: _____
Human Resources Agency Administrator

2. APPROVED AS TO INSURANCE:

By:  _____
Risk Management 10-13-2000

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

PROJECT PROGRAM NUMBER: **9432 Child Development Resource Center/CalWORKS**

0254

TOTAL FUNDING AND SOURCE:	Local:	-0-	
	State:	-0-	
	Federal:	-0-	
	Other:	\$56,000	County of Santa Cruz
			(CalWORKS)
	TOTAL:	<u>\$56,000</u>	

BUDGET DETAIL:

<u>Description</u>	<u>Classification</u>	<u>Amount</u>
Clerical Salaries	2400	\$ 1,498.00
Other class salaries	2900	<u>\$26,470.00</u>
	Total 2000	\$27,968.00
PERS, Non-Instructional	3202	\$ 1,957.00
OASDI, Non-Instructional	3312	\$ 1,734.00
Medicare, Non-Instructional	3332	\$ 406.00
Health & Welfare, Non-Instructional	3402	\$ 8,910.00
Unemployment, Non-Instructional	3502	\$ 14.00
Worker's Comp., Non-Instructional	3602	\$ 627.00
PERS Reduction	3802	<u>\$ 3,641.00</u>
	Total 3000	\$17,289.00
General Office Supplies	4300	200.00
Photocopy	4360	<u>239.00</u>
	Total 4000	\$ 439.00
Other Mileage/Conference	5215	\$ 1,700.00
Facilities/Short Term Rental	5600	\$ 2,376.00
Operating Costs/Other Services	5800	\$ 1,767.00
Telephone	5900	\$ 500.00
Postage	5915	<u>\$ 10.00</u>
	Total 5000	\$ 6,353.00
Administration/Indirect Costs	7350	<u>\$ 3,951.00</u>
	Total 7000	\$ 3,951.00
	Total 2000-7000	<u>\$56,000.00</u>

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY**

0255

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 10- a 3-00


Director's Signature

Address of Vendor/Recipient: 809-H Bay Ave., Capitola, CA 95010

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0256

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

FROM: **Human Resources Agency** (Dept.)
Grace Hols (Signature) 12/18/00 (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, Child Development Resource Center 809H Wat Avem, Capitola, CA 95010 (Name & Address)

2. The agreement will provide bilingual child care information and referral services and
consumer education for CalWORKS participants

3. The agreement is needed to fulfill CalWORKS plan for on-site services

4. Period of the agreement is from 7/1/2000 to 6/30/2001

5. Anticipated cost is \$ 56,000 (~~Fixed amount, Monthly XXXX, Not to exceed~~)

6. Remarks: on file contact: Brenda Lane X5418
(on continuing list section II for 53,000)

7. Appropriations are budgeted in 392100 (Index#) 5215 (Subject)

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

Appropriations are available and have been encumbered. Contract No. 001584 Date 10/24/00
~~are not~~ ~~will be~~

GARY A. KNUTSON, Auditor - Controller
By Linda Chou 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: ES (Analyst) By Eh Sch Date 10/24/00

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

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