



County of Santa Cruz 045

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

November 28, 2000

Agenda: December 5, 2000

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

Contract with Native Animal Rescue

Members of the Board:

During the 2000-01 budget hearings, your Board approved \$15,000 for Native Animal Rescue (NAR). NAR operates a 24-hour hotline which handles approximately 5,000 calls each year concerning human/animal conflicts and the rescue of distressed wildlife. This funding will contribute to the hiring of an Executive Director to enhance the organization's volunteer recruitment and quality of services, including increased community outreach through additional school visits.

On November 7, 2000, your Board deferred approval of the contract for services with NAR until today's agenda in order to allow NAR additional time to obtain the necessary proof of insurance. NAR recently submitted the necessary documentation and the attached contract for services is ready for your Board's consideration.

IT IS THEREFORE RECOMMENDED that your Board approve the attached contract for services with Native Animal Rescue and direct the County Administrative Officer to take related actions.

Very truly yours,

SUSAN A. MAURIELLO
County Administrative Officer

cc: Pamela Myers, President, Native Animal Rescue

15

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0046

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

FROM: [Signature] County Administrative Officer (Dept.)
[Signature] (Signature) 10/27/00 (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 (Agency)
and, NATIVE ANIMAL RESCUE SERVICE, P.O. Box 1001, Santa Cruz 95061 (Name & Address)

2. The agreement will provide Wildlife hotline and public education services

3. The agreement is needed, because the County cannot provide these services

4. Period of the agreement is from December 5, 2000 to June 30, 2001
~~November 7, 2000~~

5. Anticipated cost is \$ 15,000 (Fixed amount, Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 131820 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO02304 Date 11-28-00
~~are not~~ ~~will be~~

GARY A. KNUJSON, Auditor - Controller
BY [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
County Administrative Officer to execute the same on behalf of the County of Santa Cruz

(Agency). County Administrative Officer

Remarks: DM (Analyst) BY [Signature] Date 11/28/00

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

1 5 ig. 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

AGREEMENT

1. PARTIES TO AGREEMENT: The COUNTY OF SANTA CRUZ, hereinafter called "COUNTY," and Native Animal Rescue, hereinafter called "CONTRACTOR", hereby agree as follows:

2. TERM OF AGREEMENT: This Agreement shall become effective as of Nov. 7, 2000 and shall continue in effect through June 30, 2001, unless sooner terminated in accordance with paragraph 18.

3. BASIS OF PAYMENT:

A. In consideration of services rendered, COUNTY shall pay CONTRACTOR on the basis of appropriate claims submitted to the County Administrative Office in accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), incorporated herein by reference, to be submitted by CONTRACTOR to COUNTY prior to the release of any payments under this Agreement. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this Agreement exceed the sum of \$15,000, for the period of Nov. 7, 2000 through June 30, 2001.

B. In accordance with Exhibit "A" ("Expenditures/Positions and Salaries"), 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 the 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 "Salaries and Benefits" involving number and salary of positions, may be made only upon the prior written approval of the County Administrative Officer 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.

C. All fixed assets purchased under this Agreement shall become the property of the COUNTY.

D. CONTRACTOR shall submit grant request/expenditure report forms as provided by the COUNTY for any payments made under this Agreement.

E. 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

Initials: J.P.M.
CONTRACTOR/COUNTY

by the County Administrative Officer or his/her designee. Each subsequent payment will be based on actual services.

F. 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 and at renewal as in paragraph 8B(4).

G. 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.

H. A grant request/expenditure report 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.

4. PERFORMANCE STANDARDS, DUTIES AND RESPONSIBILITIES:

A. CONTRACTOR shall establish and use method(s) of systematic program evaluation to review the quality and appropriateness of services provided under this Agreement. CONTRACTOR shall comply with all the goals and measurable objectives, terms and conditions and all other requirements contained in the County approved Exhibit B, "Scope of Work Plan", attached hereto and incorporated herein by reference.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR. Payments to CONTRACTOR will not be made if Articles of Incorporation and a valid tax ID number have not been submitted.

C. CONTRACTOR shall submit quarterly reports to COUNTY on activities as specified in Exhibit "B" ("Scope of Work Plan") and such additional reports as may be requested by the COUNTY, describing work progress in carrying out the approved objectives under this Agreement. CONTRACTOR shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit B, shall explain, and shall provide a written plan to correct said non-performance.

D. CONTRACTOR shall be responsible for reporting to COUNTY any difficulties in complying with the terms and provisions of this Agreement at the earliest possible date.

E. The Board of Directors of CONTRACTOR shall be vested with responsibility for the administration of the program to be conducted under this Agreement, and shall review all monitoring reports and notices of corrective actions/recommendations provided by the COUNTY. CONTRACTOR shall report on progress toward completion of corrective

actions/recommendations in its final quarterly report to COUNTY.

F. CONTRACTOR shall send notices of all meetings of its Board of Directors, including both regularly scheduled and any special meetings, to the Board of Supervisors and the County Administrative Office no less than 48 hours in advance of the meetings. CONTRACTOR shall send minutes of and any written reports to its Board of Directors to the Board of Supervisors and the County Administrative Office within 30 days of approval of such minutes.

G. The timely submission of all reports, agendas and minutes is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when quarterly reports have not been submitted to COUNTY by CONTRACTOR within thirty (30) days following the end of a quarter.

H. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibit "D" ("Special Provisions for Child Care Programs"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

I. If applicable, CONTRACTOR agrees to comply with all the special conditions contained in Exhibits "E" ("Amendment of Auto Liability Insurance Requirement"), "E1" ("Amendment of Comprehensive or Commercial General Liability Insurance Requirement"), or "E2" ("Insurance Representations by CONTRACTOR"), attached hereto and incorporated herein by reference, in the provision of services under this Agreement.

5. FISCAL, ADMINISTRATIVE AND PROGRAMMATIC RECORDS:

CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after the final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to make all fiscal, administrative, programmatic and client records available to the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the County Administrative Office, or any authorized representative thereof, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify CONTRACTOR's compliance with the terms of this Agreement.

6. CONFIDENTIALITY: The CONTRACTOR shall protect from unauthorized disclosure, except as authorized by the client in writing, names and other identifying information concerning persons receiving services under this Agreement, if, and only if the subparagraph is initialed by CONTRACTOR and COUNTY /

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CONTRACTOR/COUNTY

7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS:

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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 them 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 Contract, 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

8. INSURANCE: CONTRACTOR, at its sole cost and expense, for the full term of this Contract (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 in excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and 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 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 Contract, including owned, non-owned (e.g. owned by CONTRACTORS 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

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CONTRACTOR/COUNTY

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 \$1 ,000,000 combined single limit, if, and only if the subparagraph is initialed by CONTRACTOR and COUNTY / .

B. Other Insurance Provisions

(1) If any insurance coverage required hereunder 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 date 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 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: Susan Pearlman, County Administrative Office, 701 Ocean Street, Santa Cruz, CA 95060"

(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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by CONTRACTOR within fifteen (15) days after effective date of Agreement and within **fifteen** (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: *Susan Pearlman, County Administrative Office, 701 Ocean Street, Santa Cruz, CA 9.5060.*

9. NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY: During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, 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 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, notices setting forth the provisions of this non-discrimination clause.

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy age (over **18**), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) Prior to any payments under this Agreement, CONTRACTOR shall furnish to the County Administrative Office information and reports in the prescribed reporting format to be provided by the COUNTY (PER 4012) for use by the COUNTY Affirmative Action Office, identifying the sex, race, 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 Owned Business Enterprises.

15

(3) The CONTRACTOR shall cause the foregoing provisions of Subparagraph 9B 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.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

D. CONTRACTOR shall implement written grievance/complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall post its non-discrimination policies and said grievance/complaint procedures in conspicuous places available to all clients, employees and applicants for employment.

E. 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, this CONTRACTOR may be declared ineligible for further agreements with the COUNTY until such non-compliance is remedied by CONTRACTOR.

10. PARTISAN POLITICAL ACTIVITIES: No monies, property or services received by CONTRACTOR under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office.

11. RELIGIOUS WORSHIP: There shall be no religious worship, instruction or proselytization as part of or in connection with the CONTRACTORS performance of this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: h a l l c o m p l y w i t h all applicable laws, ordinances and codes of the Federal, State and County governments in operating these programs, including Titles II and III of the Americans with Disabilities Act of 1990 and any other sections of said Act which may apply.

13. SUBCONTRACT AND ASSIGNMENT OF CONTRACT:

A. CONTRACTOR shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this Agreement shall have no force or be effective until so approved, and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.

B. In the event any subcontractor is approved for any portion of the activities carried out under this Agreement, CONTRACTOR retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the CONTRACTOR to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The CONTRACTOR shall assure the proper administration of all services provided by the subcontractor. CONTRACTOR'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The CONTRACTOR shall be held responsible by the COUNTY for the performance of any subcontractor.

C. No funds from this Agreement shall be paid to a subcontractor for work performed after termination of this Agreement.

14. INTEGRATED DOCUMENTS PROVISION: This instrument contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing. Exhibits attached to this agreement and incorporated by reference are checked as follows:

Exhibit A, "Expenditures/Positions and Salaries"

Exhibit B, "Scope of Work Plan - FY 99/00"

_____ Exhibit C, "Standards of Accessibility for Latino Services"

_____ Exhibit D, "Special Provisions for Child Care Programs"

_____ Exhibit E, "Amendment of Automobile Liability Insurance Requirement"

_____ Exhibit E 1, "Amendment of Comprehensive or Commercial General Liability Insurance Requirement"

_____ Exhibit E2, "Insurance Representations By Contractor"

15. CONFLICT OF INTEREST Its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.

16. 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.

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

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B. **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) 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

17. **AVAILABLE FUNDS:** This Agreement is valid and enforceable only if sufficient funds are available to the COUNTY for the fiscal year for the purposes of these programs. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted either by State, Federal, or COUNTY statutes which may affect the provisions, terms or funding of this contract in any manner.

18. **EARLY TERMINATION:** This Agreement may be terminated by either party upon 30 days prior written notice to the other party.

19. **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.

20. **ACKNOWLEDGMENT.** CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

Initials: P. M. I
CONTRACTOR/COUNTY

SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: _____ By: _____
County Administrative Office

CONTRACTOR

DATED: 10/2/00 By: Pamela Myers, President
CONTRACTOR's Auth. Representative

Pamela Myers, President

Typed Name/Title

Executive Director - ESCUE

Organization

F.O. Box 1331

Address

Santa Cruz, CA 95061

City State Zip

423-0627

Phone

94-2711748

Tax ID #

APPROVED AS TO INSURANCE:

Janet McKinley 11-28-2000
Risk Management

APPROVED AS TO FORMS

[Signature]
County Counsel

Distribution:

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

(CP99-00.CON)

EXPENSES COUNTY OF SANTA CRUZ

Agency: Native Animal Rescue

Program: _____

**Total Approved
County Budget
FY 00/01**

| SALARIES/BENEFITS | |
|--------------------------------------|-----------------|
| Basic Account Codes: | |
| 7000 Salaries Total | \$15,000 |
| 71 00 Employee Health/Retirement | |
| 7200 Payroll Taxes | |
| TOTAL SALARIES/BENEFITS: | \$15,000 |
| SERVICES/SUPPLIES | |
| 8000 Professional Fees: Audit | |
| 80 10 Indep. Prof. Consultants | |
| 8 100 Supplies | |
| 8200 Telephone | |
| 8300 Postage & Shipping | |
| 8400 Occupancy Total | |
| 8500 Rent/Maintenance of Equip. | |
| 8600 Printing & Publications | |
| 8700 Travel & Transportation | |
| 8800 Conferences/Meetings | |
| 8900 Assistance to Individ. | |
| 9000 Membership Dues | |
| 9100 Awards and Grants | |
| 9200 Interest Expense | |
| 9300 Insurance/Bond | |
| 9400 Miscellaneous | |
| 9600 Dist. of Program Costs | |
| 9691 Payment/Affiliated Orgs. | |
| TOTAL SERVICES/SUPPLIES: | |
| GRAND TOTAL EXPENSES: | |

1) Please fill out this page for each program funded separately by the County. In addition of basic account codes, refer to: Procurement & Financial Reporting Manual and Not-for-Profit Human Service Organizations, revised Second Edition, March 1989.

15

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POSITIONS/SALARIES COUNTY OF SANTA CRUZ

A g e n c y : _____

Program: _____

Please fill out this page for each separate program funded by the County. List ONLY positions paid by the County. Indicate with an "X" whether position is new or existing (already funded by County). Total Salaries here must match Total Salaries under Total Approved County Budget on Exhibit A, Page 1 (Expenses).

| POSITION TITLES: | SALARY RATE X | HOURS/ WEEK X | WEEKS/ YEAR = | TOTAL AMOUNT PER YEAR | NEW | EXISTING |
|---------------------------------------|---------------|---------------|---------------|-----------------------|-----|----------|
| 1. Administrative Director | \$ 18/hr. | 16/wk | 52 | \$15,000 | X | 1 |
| | \$ | | | | | |
| 4. | \$ | | | \$ | | |
| 5. | \$ | | | \$ | | |
| | | | | | | |
| 8. | \$ | | | | | |
| | | | | | | |
| 10. | \$ | | | \$ | | |
| 7000 TOTAL SALARIES REQUESTED: | | | | \$ | | |

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SCOPE OF WORK PLAN - FY 00/01

EXHIBIT B

Agency: Native Animal Rescue Program: _____

Contractor shall work toward achieving the following goals and accomplish the following objectives. This shall be done by performing the specified activities and evaluating the results using the listed methods to focus on process and/or outcome. Please indicate the number of Service Units to be provided.

| MEASURABLE OBJECTIVE(S) | IMPLEMENTATION ACTIVITIES | TIMELINE | METHOD(S) OF EVALUATING PROCESS AND/OR OUTCOME OF OBJECTIVE(S) |
|-----------------------------------|---|------------------|---|
| Hire an Administrative Director | Advertise position, evaluate applications, conduct interviews, select candidate | July-August 2000 | Was the Administrative director hired within projected timeframe? |
| Increase community outreach | Increase school visits to 2 per month, and have NAR tables at 1 county event per month. | Throughout 2000 | Track number of school visits conducted and functions attended. |
| Offer more comprehensive services | Increase number of volunteers by conducting formal classes a minimum of 1 time per month. | Throughout 2000 | Track statistics on population saved; track number of volunteers recruited and trained, track number of classes held. |
| | | | |

10

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CONTRACTOR/COUNTY-

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EXHIBIT C

STANDARDS OF ACCESSIBILITY FOR LATINO SERVICES

All programs contracting with the County are expected to comply with the following standards if providing services in areas with a significant Latino population.

- A. All materials are available in Spanish and are culturally sensitive and appropriate.
- B. Services are actively marketed to the Latino community.
- C. All services - and the entry points to services (reception, information and referral, etc.) - have bilingual capability with equal levels and quality of service.
- D. Services are located in areas readily accessible to the Latino community.
- E. Services are culturally competent¹.
- F. Agency leadership is culturally competent, aware of the special needs of the Latino community, and effective in empowering the Latino community.
- G. When recruiting new staff, the agency advertises vacant positions in locations and publications readily accessible to the Latino community, and actively conducts outreach to ensure equal employment opportunities for Latinos.
- H. The Latino community is adequately represented on agency policy and advisory boards.
- I. Services are evaluated annually, in part, according to these standards of accessibility. It is assumed that if services are accessible and appropriate, the client population will reflect the needs in the Latino community.
- J. Client demographics are representative of the agency's service and geographic areas.
- K. HRA's Monitoring of agencies will include compliance with these standards and conformance in service provision with the demographic characteristics of the geographic area in which they are located.

¹ The concept of "cultural competence" is drawn from a model which has been used in the provision of mental health and social services to indicate a set of behaviors, attitudes, and policies enabling an agency to work effectively in cross-cultural situations.

(Revised 12/94)

15

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EXHIBIT D
(Child Care Programs Only)

SPECIAL PROVISIONS FOR CHILD CARE PROGRAMS

 / Pursuant to Paragraphs 4.C. and 4.D. of above Agreement, CONTRACTOR shall report program statistics on a quarterly basis to the COUNTY Administrative Office utilizing the standard Child Care Quarterly Report Form and shall be responsible for compliance with the following requirements:

- 1. a. CONTRACTOR shall provide statistics on low-income participation based on the low-income standard definition utilized by the Human Resources Agency Child Care Program. This would establish an income ceiling for a family of four as 84% of the State median income, or \$32,088* annually. COUNTY reserves the right to amend this provision if the Human Resources Agency Child Care Program guideline is revised.
- b. CONTRACTOR shall maintain a minimum of 30% low-income family participation during the term of this Agreement.
- 2. a. CONTRACTOR shall provide statistics on program utilization based upon the total number of hours available for child care services divided by the total number of hours contracted and reserved at the center.
- b. CONTRACTOR shall maintain a minimum of 85% overall program utilization during the term of this Agreement.
- 3. COUNTY shall evaluate each quarterly report for contract compliance and may recommend a remedial plan of action to the Board of Supervisors if deficiencies exist.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 7/1/99.

* Effective February 1, 1994

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AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(2) of Contract No. _____, dated July 1, 1999, by and between COUNTY OF SANTA (hereinafter called COUNTY) and _____ (hereinafter called CONTRACTOR) is hereby amended to read as follows:

 / Reduction in Reuirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR's personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000) property). In reliance on said representation, COUNTY amends Section 8A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 8B (2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 7/1/99.

Initials: P.M.
CONTRACTOR/COUNTY

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 8A(3) of Contract No. _____, dated 7/1/99, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

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.

- / - 2. Teacher, Instructor, Trainer Waiver

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.

- / - 3. General No Risk Waiver

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 July 1, 1999.

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Initials: P.M.
CONTRACTOR/COUNTY

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 8B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

- / - Additional Insured [8B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____

_____ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 8B(2). In reliance thereon, COUNTY hereby waives said requirement.

- / - Notice of Cancellation [8B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____

_____ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 8B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(3).

- / - Certificate of Insurance [8B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): _____

_____ it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 8B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 8B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective July 1, 1999.

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Initials: P.M.
CONTRACTOR/COUNTY