

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0265

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

FROM: HUMAN RESOURCES AGENCY (Dept.)  
*Sharon Hines* (Signature) *5/13/01* (Date)

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

- Said agreement is between the HUMAN RESOURCES AGENCY (Agency)  
and, HOMELESS COMMUNITY RESOURCES AGENCY, 115 Coral St., Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide Day respite services for homeless families with minor children
- The agreement is needed, To implement the Board's direction of February 6, 2001
- Period of the agreement is from April 1, 2001 to June 30, 2001
- Anticipated cost is \$ 10,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: One time funding *W9 on file*  
Staff: Gary McNeil x5459
- Appropriations are budgeted in 391200 (Index#) 4990 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02416 Date 5-11-01

GARY A. KNUTSON, Auditor - Controller

By *P. Sullivan* Deputy.

Proposed 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 County of Santa Cruz

Human Resources Agency (Agency).

County Administrative Officer

Remarks: *CAF* (Analyst)

By *CAF* Date 5/11/01

Agreement approved as to form. Date \_\_\_\_\_

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

ADM - 29 (6/95)

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

51



# County of Santa Cruz

## HUMANRESOURCESAGENCY

1000 EMELINE ST., SANTA CRUZ, CA 95060  
 (831) 454-4130 OR 454-4045 FAX: (831) 454-4642  
 CECILIA ESPINOLA, ADMINISTRATOR

May 8, 2001

Agenda: May 22, 2001

BOARD OF SUPERVISORS  
 County of Santa Cruz  
 701 Ocean Street  
 Santa Cruz, CA 95060

### CONTRACT WITH HOMELESS COMMUNITY RESOURCE CENTER FOR FACILITY IMPROVEMENTS

Dear Members of the Board:

As you know, on February 6, 2001 your Board directed the Human Resources Agency to negotiate a contract with the Homeless Community Resource Center for renovation of the house at 115 Coral Street in the City of Santa Cruz, in order to provide a daytime respite site for the growing number of homeless families with children that the Homeless Community Resource Center serves. This improvement is one component of a larger remodel project at the Resource Center to be financed by the City of Santa Cruz. Your Board allocated \$10,000 in the FY 1999-2000 budget to assist the City of Santa Cruz in funding improvements to the facility for use by homeless families. Your Board agreed to carry over the \$10,000 into this year's budget because the rehabilitation of the rest of the facility took longer than anticipated.

The purpose of this letter is to inform your Board that contract negotiations have now been completed, and to request your Board's approval to execute the attached agreement with the Homeless Community Resource Center, effective April 1, 2001. To facilitate administration of the contract, it is recommended that the HRA Administrator be authorized to execute the contract, rather than the Chairperson of the Board as had previously been directed. In addition, because the funds are located in the County's General Contingencies, it is necessary to transfer the funds to HRA's Homeless Assistance budget unit.

IT IS THEREFORE RECOMMENDED that your Board:

1. Authorize the HRA Administrator to sign the contract with the Homeless

**CONTRACT WITH HOMELESS COMMUNITY RESOURCE CENTER****Agenda: MAY 22, 2001****Page 2 of 2**

Community Resource Center effective April 1, 2001 in an amount not to exceed \$10,000; and

2. Adopt the attached AUD 74 for the transfer of funds from County Budget Unit 13175 to HRA Budget Unit 391200.

Very truly yours,

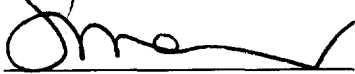


CECILIA ESPINOLA

Administrator

CE/GM (n:\hra\board\hrcbdltr.wpd)

RECOMMENDED:



Susan A. Mauriello

County Administrative Officer

enc.

cc: County Administrative Officer  
Auditor-Controller  
Homeless Services Center

**COUNTY OF SANTA CRUZ**  
REQUEST FOR TRANSFER OR REVISION  
OF BUDGET APPROPRIATIONS AND/OR FUNDS

0 2 6 8

Department: County Administrative Office

Date: 2/14/01

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 19  01  

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

		T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
TRANSFER	TO	0,2,1	3,9,1,2,0,0	4,9,9,0		1,0,0,0,0,0,0	Homeless Assistance
	FROM	0,2,2	1,3,1,3,7,5	9,6,9,5		10,000:00	Contingencies

**Explanation:**

A contract with the Homeless Community Resource Center for facility improvements

Name Erik Schapiro

Title Sr. Administrative Analyst

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by *T. S. Mangan*, Deputy Date 5/1/01

County Administrative Officer's Action: ☒ Recommended to Board ☐ Approved ☐ Not Recommended or Approved

County Administrative Officer *Ch. Schapiro* Date 2/14/01

State of California }  
County of Santa Cruz } ss. As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for transfer 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

\_\_\_\_\_, 19  01   By \_\_\_\_\_, Deputy Clerk

(A-C)\* Desc : \_\_\_\_\_ Item : - Budget Transfer

A-C Review		

Distribution: **51**  
White - Board of Supervisors  
Yellow - Auditor-Controller  
Green - County Administrative Officer  
Pink - Originating Department  
Goldenrod - Departmental Control Copy

Contract No.

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and HOMELESS COMMUNITY RESOURCE CENTER hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES**

A. CONTRACTOR agrees to exercise special skill to accomplish the following results: to provide facilities and services to homeless families with minor children by assuring that there is adequate and appropriate day respite space available to provide appropriate services to this population.

B. CONTRACTOR shall submit evidence of incorporation by the State of California to the COUNTY in order for payments to be made to CONTRACTOR if applicable. 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 monthly reports to COUNTY on activities as specified in Exhibit "A" ("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.

D. CONTRACTOR agrees that whenever information related to the program funded under this contract appears in reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the County of Santa Cruz Board of Supervisors.

E. 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.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR \$10,000 in accordance with Attachment B ("Budget"), attached hereto.

3. **TERM.** The term of this contract is: April 1, 2001 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.

Initials 4c /  
CONTRACTOR/COUNTY

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

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

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

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

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

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

\_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, 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 \_\_\_\_/\_\_\_\_.

Initials KC / \_\_\_\_\_  
CONTRACTOR/COUNTY

(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 /.

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 (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 a 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:

Gary McNeil, HRA Senior Analyst  
Human Resources Agency, 1000 Emeline Ave.  
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 with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Initials FC / \_\_\_\_\_  
CONTRACTOR/COUNTY

Gary McNeil, HRA Senior Analyst  
Human Resources Agency, 1000 Emeline Ave.  
Santa Cruz, CA 95060.

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, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristic), marital status, sex, sexual orientation, age (over 18), veteran status, pregnancy, and gender 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, pregnancy, and gender 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 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

Initials KC / \_\_\_\_\_  
CONTRACTOR/COUNTY



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 (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; 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.

9. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz

Initials AC / \_\_\_\_\_  
CONTRACTOR/COUNTY

County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments:

Attachment A: SCOPE OF WORK  
Attachment B: BUDGET

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

1. CONTRACTOR, Homeless Community  
Resource Center

By: 

Ken Cole, EXEC. DIR.

4. COUNTY OF SANTA CRUZ

By: \_\_\_\_\_

Human Resources Agency Administrator

Address : 115 Coral Street  
Santa Cruz, CA 95060  
Telephone: (83 1) 458-6020

Tax ID # 77-0334183

2. APPROVED AS TO INSURANCE:

By: 

Janet McNulty 5-8-2001  
Risk Management

3. APPROVED AS TO FORM:

By: 

Jane M. Scott  
County Counsel

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

Initials KC / \_\_\_\_\_  
CONTRACTOR/COUNTY

## Attachment A

## SCOPE OF WORK

**Homeless Community Resource Center**, (CONTRACTOR) agrees to exercise special skill to accomplish the following results:

1. CONTRACTOR shall procure professional services necessary to provide facilities and services, at its 115 Coral Street, Santa Cruz site, to homeless families with minor children by assuring that there is adequate and appropriate day respite space available to provide services to homeless families with minor children, as more fully described below.
2. CONTRACTOR agrees that services provided under this agreement shall include the following:
  - a). Secure the services of a licensed building contractor to convert an existing building located on CONTRACTOR's premises to suitable day respite space temporary accommodations for homeless families with minor children, by remodeling the existing kitchen, laundry room, hallway, restroom, and bedroom, as more specifically detailed in Exhibit 1 attached hereto.
  - b). CONTRACTOR shall complete all services required under this scope of work on or before June 30, 2001.
3. On or before July 15, 2001 CONTRACTOR shall also provide a narrative report verifying the completion of project described under the scope of work herein, as well as the actual or proposed date that the facility is will be available to provide services to homeless families with minor children.
4. CONTRACTOR is to submit claims based on actual expenditures on a form provided by the COUNTY to:

County of Santa Cruz - Human Resources Agency  
 Attention: Fiscal Department, FK 13  
 P.O. Box 1320  
 Santa Cruz, CA 95061

on or after April 1, 2001 and no later than July 31, 2001.

CONTRACTOR:  COUNTY : \_\_\_\_\_

Initials  / \_\_\_\_\_  
 CONTRACTOR/COUNTY



EXHIBIT 1  
to Attachment A

0276

**CRW INDUSTRIES, INC.**  
**dba Cooper Construction Co.**  
STATE LICENSE NO. 402484 • B.C.A.C.33

1157-B DELL AVENUE • CAMPBELL, CALIFORNIA 95008-6811 • (408) 378-2477 • FAX (408) 378-2501

# WORK AUTHORIZATION.

Friday, March 30, 2001

Attention: Ken Cole  
Send to: 115 Coral Street  
Santa Cruz, CA 95060  
831-458-6020 ext 103  
fax 458-6023

This authorizes CRW INDUSTRIES INC. dba Cooper Construction to proceed with the:  
we will perform the following tasks for time and materials not to exceed \$10,000.00 with out  
authorization from Marsha Shanle.

1. Kitchen ~
  - a. Install linoleum over existing floor
  - b. Remove cook top and install Formica pre-fab counter top
  - c. Remove oven, install shelving
  - d. Clean & Repair counter tile
  - e. Repair existing cabinet doors, sliders
2. Laundry Room ~
  - a. Install linoleum over existing floor
  - b. Install cover around the water heater & furnace
  - c. Remove cabinets on water heater aide & sink
  - d. Install new cab over head and bottom with counter to be white melamine
  - e. Confirm hot, cold water & drain far washer & dryer hook ups work
2. Hallway
  - a. install pre-hung door & trim with hardware key lock
3. Restroom
  - a. Clean & repair tile
  - b. Run heat duct & install new ceiling register
  - c. Remove existing cab & sink, replace with new pre-fab with sink & fixture
  - d. Install pre-fab cabinet to be used as changing table (if allowance permits)
4. Bedroom
  - a. Remove carpet install new, medium height standard pad
  - b. New base
  - c. Install a new door to exit on to exterior deck, pre-hung steel door, key lock, trim & siding
5. Paint
  - a. Paint all rooms; option is owner to perform with volunteer labor

**Attachment B****BUDGET**

I T E M	AMOUNT
PROFESSIONAL SERVICES -Licensed Contractor	\$10,000
Total	\$10,000

N:\....HRA\...hcrecon.wpd

 Initials KC  
 CONTRACTOR/COUNTY