



# county of Santa Cruz

0151

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 454-4642

February 11, 2002

AGENDA: February 26, 2002

### BOARD OF SUPERVISORS

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

### WORKFORCE INVESTMENT BOARD MARKETING PLAN

Dear Members of the Board:

As you may know, the Santa Cruz County Workforce Investment Board (WIB) has identified the need to develop a comprehensive marketing plan for its activities and services. Accordingly, the WIB released a request for proposals (RFP) to procure a marketing vendor to develop a plan. The purpose of this letter is to seek your Board's approval of the contract resulting from the RFP and to authorize the Human Resources Agency Administrator to sign the contract. The contract will be fully federally funded and will result in no cost to the County.

#### Background

As you may recall, the WIB in conjunction with your Board, contracted with local cities to develop and implement a Business Retention Survey. Over 180 local businesses were surveyed as to growth plans, current and future workforce needs, the strengths and weaknesses of doing business in Santa Cruz County and the use of public employment services. One outcome of the survey was the identification of marketing needs for the WIB. Of the businesses surveyed, most (over 86%) were not aware of the Workforce Investment Act and most (80%) were not aware that Workforce Santa Cruz County (WFSCC) Career Centers could assist them in the event of downsizing or a layoff. As such, the WIB recommended that a marketing consultant be procured to work with the WIB and WFSCC Career Centers to develop a marketing plan.

As a result of the RFP process conducted by the WIB, the firm of Hutton Sherer was found to be the most responsive and was selected to develop and implement the marketing plan. The WIB approved the recommendation of Hutton Sherer as the vendor at its January 24, 2002, meeting. The WIB also approved using WIA Incentive funds as needed for this purpose. The contract will also be funded with WIA Administrative funds.

The cost of implementing the service will not exceed \$28,500. A copy of the contract is on file with the Clerk of the Board.

BOARD OF SUPERVISORS  
Agenda: February 26, 2002  
WORKFORCE INVESTMENT BOARD  
MARKETING PLAN

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve the Contract with Hutton Sherer in an amount not to exceed \$28,500 using Workforce Investment Act Incentive and Administrative funds as needed;
2. Authorize the Human Resources Agency Administrator to sign the contract; and
3. Authorize the Human Resources Agency Administrator to act on behalf of the County in all matters pertaining to the contract and to make modifications as needed to the Scope of Work that do not change the dollar amount or overall purpose of the contract.

Very Truly Yours,

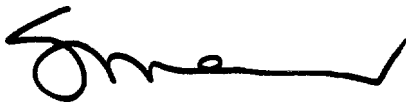


CECILIA ESPINOLA  
Administrator

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RECOMMENDED:



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SUSAN A. MAURIELLO  
County Administrative Officer

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

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Human Resources Agency (Department)

BY: Sabrina J. Coy-Aulic (Signature) 2/7/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☒Revenue Agreement ☐

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

- Said agreement is between the Human Resources Agency (Department/Agency)  
and Hutton Sherer, 2851-C Research Park Drive, Soquel, CA 95073 (Name/Address)
- The agreement will ~~XXXXXX~~ develop a comprehensive marketing plan for Workforce Investment  
Board (WIB) and Workforce Santa Cruz County (WESCC) Career Center activities and services.
- Period of the agreement is from February 26, 2002 to June 30, 2003
- Anticipated Cost is \$ 28,500.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed  
Remarks: FY 01/02 \$ 15,000.00 (WIA Incentive); FY 02/03 \$ 13,500.00 (WIA Administration)
- Detail: ☐ On Continuing Agreements List for FY        -        . Page CC-        Contract No:        OR ☒ 1<sup>st</sup> Time Agreement  
☐ Section II No Board letter required, will be listed under Item 8  
☐ Section III Board letter required  
☐ Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 391600 (Index) 5243 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.  
are not available and will be encumbered.

Contract No. 12714By: Rajjar  
Auditor-Controller DeputyDate: 02/12/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

HRA Administrator (Dept/Agency Head) to execute on behalf of the County of Santa Cruz (Department/Agency)

Date: 2/13/02 Analyst: Lacie Gray x 4285 By: EH Schuy  
County Administrative Office

## Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on        20      

ADM - 29 (8/01)  
Title I, Section 300 Proc Man

By: Deputy Clerk

## AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
10						
Auditor Description		Amount		Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

0154

THIS CONTRACT is entered into this 26th day of February, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and Hutton Sherer, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR shall provide the deliverables described under Compensation. All work must be done in consultation and at the direction of WIB staff.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR for the projects and services described below in an amount not to exceed \$28,500 (twenty eight thousand five hundred dollars) broken out as follows:

<u>Feb-June 30, 2002</u>			
• Develop an Advertising and Marketing Plan	\$	2,850.00	
• Speaker's Bureau Flashpoint/ Powerpoint presentation	\$	4,750.00	
• Marketing Coordination of Plan	\$	1,662.50	17.5 hours
• Public Relations	\$	3,230.00	34.0 hours
• Quarterly Newsletter	\$	2,500.00	
	Subtotal	\$	14,992.50
<u>Feb, 2002 - June 30, 2003</u>			
Marketing Coordination of Plan	\$	1,662.50	17.5 hours
Public Relations	\$	5,320.00	56.0 hours
Quarterly Newsletter	\$	2,500.00	
WIB Labor Market Study/ERISS/Other	\$	4,025.00	currently scheduled for April 2002
	Subtotal	\$	13,507.50
<b>Total Contract Budget</b>		<b>\$</b>	<b>28,500.00</b>

WIB staff may adjust dollar amounts for each project, deliverables and deliverable dates as needed and in consultation and with agreement of the Contractor. The hourly rate for projects indicated as by the hour rather than on a per project basis shall not exceed \$95 (ninety five dollars) per hour.

At least one invoice for payment must be submitted by July 30, 2002 for work performed through June 30, 2002. Each project must be invoiced separately.

Submit invoices for payment to:  
 Workforce Investment Board  
 Human Resources Agency  
**Attn:** Lacie Gray  
 1040 Emeline Ave.  
 Santa Cruz, CA 95060

3. TERM. The term of this contract shall be February 26, 2002 through June 30, 2003.
4. TERMINATION. The non-breaching party may terminate this Agreement for cause in the event of a material breach of this Agreement by the other party upon thirty days written notice with respect to any other breach, provided that the breaching party does not cure such breach within such time period.

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 fault of CONTRACTOR in its performance under the terms of this Agreement. 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 CONTRACTORS 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.

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

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Contractor/County

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."

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:

Workforce Investment Board  
Human Resources Agency  
Attn: Lacie Gray  
1040 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 coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency  
(same as above)

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

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Contractor/County

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 CONTRACTORs 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

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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. ACKNOWLEDGEMENT. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors and the Workforce Investment Board has provided funding to the Contractor.
13. ATTACHMENTS. This Agreement includes the following attachments:

N/A

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

1. CONTRACTOR

By: 

Typed Name: Howard Snerer

Address: 2851-C Research Park Drive  
Soquel, CA 95073

Telephone: 831-479-0123

Tax ID #: 77-0301041

4. COUNTY OF SANTA CRUZ

By: Cecilia Espinola, Administrator  
Human Resources Agency  
1000 Emeline Ave.  
Santa Cruz, CA 95060

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 2-8-2002  
Risk Management

3. APPROVED AS TO FORM:

By: Marie Costa  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
HRA  
HRA-WIB  
Hutton Sherer

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