

# County of Santa Cruz

## PROBATION DEPARTMENT

P.O. BOX 1812, SANTA CRUZ, CA 95061-1812

(831) 454-2150 FAX: (831) 454-3035

**JOHN P. RHOADS**  
CHIEF PROBATION OFFICER

May 28, 2002

Agenda: June 11, 2002

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

**APPROVE AGREEMENTS FOR THE PROBATION DEPARTMENT'S "JUNTOS PARA EL FUTURO" PROGRAM FUNDED BY THE ROBERT WOOD JOHNSON FOUNDATION, AND APPROVE PAYMENT OF STIPENDS TO YOUTH AND PARENTS PARTICIPATING IN PROJECT ACTIVITIES**

Dear Members of the Board:

On March 5, 2002, your Board approved and authorized the Chief Probation Officer to sign an agreement with the Robert Wood Johnson Foundation (RWJF) to implement their Reclaiming Futures Initiative program, known locally as "Juntos Para El Futuro" (Together for the Future). In addition to accepting and appropriating funds in the amount of \$250,000 your Board directed the Probation Department to report back with the required sub-contractor agreements that are a part of the work plan for this year-long planning grant.

Contract staffing or subcontractor requirements for the project include a Project Coordinator, a Community Relations Specialist, and a Research Assistant to provide services for the planning year, which began on March 1, 2002. A formal request for letters of interest from individuals as well as not-for-profit organizations was issued in March, with proposals due back no later than April 12, 2002. The Probation Department received a number of proposals which were reviewed by the project's Executive Steering Committee in late April. Final candidates were selected based on a comprehensive review process, and negotiations were concluded in late May. Following is a list of the proposed agreements for the Juntos Para El Futuro planning grant program, for the period June 1, 2002 through February 28, 2003:

	<u>Contractor</u>	<u>Function</u>	<u>Amount</u>
1.	Barbara A. Collins	Project Coordinator	\$70,000
2.	Ollin Associates (Marcia Rincon Gallardo)	Community Relations Specialist	\$60,000
3.	UCSF Child Research Group (Patrick Thornton)	Research Assistant	\$36,400

These agreements are completely funded by the RWJF Reclaiming Futures Initiative program, and there is no county cost associated with the issuance of these agreements.

The Reclaiming Futures Initiative is designed to build community solutions to substance abuse and delinquency. The planning process is overseen by an Executive Steering Committee that

Board of Supervisors Agenda: June 11, 2002  
Agreements for Juntos Para El Futuro Program  
Page 2

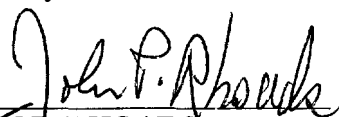
includes policy makers from key participating agencies. The Robert Wood Johnson Foundation specifically requested that youth and parents be included on the Steering Committee, in addition to participating in required project activities. Recognizing that these youth and parents are not able to serve as part of their regular employment, the Foundation approved in the grant award the payment of stipends in the amount of \$25.00 per hour (with a minimum two-hour block) to encourage the participation of these individuals at steering committee meetings, community meetings, and special sub-committee meetings, as well project-sponsored activities. The approved grant budget includes \$12,000 for the payment of these stipends.

The County's policies and guidelines for contracted services does not include provisions for the payment of stipends, and it is therefore necessary to request your Board's approval of the payment of stipends to youth and parents participating in the Juntos Para El Futuro project for the planning year.


**IT IS THEREFORE RECOMMENDED** that your Board:

1. Approve the attached three (3) ADM-29 Request for Approval of Agreement forms, encumbering a total of \$166,400 from funds available in the Probation appropriations account 574100-3665 Professional & Specialized Services, for the Project Coordinator, Community Relations Coordinator, and Research Assistant contracted services; and
2. Approve and authorize the Chief Probation Officer to sign agreements with various youth and parents for payment of stipends in the amount of \$25.00 per hour, for participation in meetings and project-sponsored activities for the period March 1, 2002 through February 28, 2003.

Sincerely,

  
 \_\_\_\_\_  
 JOHN P. RHOADS,  
 Chief Probation Officer

JPR:FN

**RECOMMENDED:** /  


\_\_\_\_\_  
**SUSAN A. MAURIELLO**  
 County Administrative Officer

**cc:** Administrative Officer  
 Auditor-Controller  
 County Counsel  
 Probation Department

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT**COPY**

**THIS CONTRACT** is entered into this 11<sup>th</sup> day of June, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and REGENTS OF THE UNIVERSITY OF CALIFORNIA, SAN FRANCISCO. CHILD SERVICES RESEARCH GROUP, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provision of contracted services as Research Assistant for the Probation Department's "Juntos Para El Futuro" Program. The Research Assistant will work with other Juntos Para El Futuro staff to develop data systems, outcome measures, and survey instruments as needed. and is responsible for the collection of data. the analysis of data, and the communication of data findings in written. oral. and visual form to project stakeholders and project community partners. See Attachment "A" Request for Letters of Interest.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$36,400 total compensation for contract period. CONTRACTOR to submit monthly invoices in nine (9) equal installments along with a written status report of activities related to attainment of project benchmark activities. Final payment to be withheld pending submission and acceptance of the written project strategic plan.

3. TERM. The term of this contract shall be: June 1, 2002 through February 28, 2003 or until terminated by one or the other party.

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:

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 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 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 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 performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_

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

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

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 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:

Fred Nohr, Admin. Services Manager  
Santa Cruz County Probation Department  
PO **Box** 1812  
Santa Cruz CA 95061-1812

(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:

Fred Nohr, Admin. Services Manager  
Santa Cruz County Probation Department  
PO **Box** 1812  
Santa Cruz CA 95061-1812

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, physical or mental disability, medical condition (cancer related), 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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) 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.

(3) 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 (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) 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 all records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor – Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment "A" Scope of Services - Juntos Para El Futuro Request for Letters of Interest.

13. INTEGRATED AGREEMENT: The undersigned agree and intend that this written contract is an integrated agreement and is a complete, exclusive and final embodiment of the terms of their entire agreement. This written contract supersedes any previous written or oral agreements between the parties, and any modifications must be made in writing and signed by all parties to this agreement.

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

1. CONTRACTOR

Regents of the University of California  
Office of Research Administration.  
University of California, San Francisco  
Child Services Research Group  
1388 Sutter Street, Suite 503  
San Francisco, CA 94109

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

Date: \_\_\_\_\_

Telephone:

415-502-8004

2. COUNTY OF SANTA CRUZ

Probation Department  
PO Box 1812  
Santa Cruz, CA 95061-1812

By: \_\_\_\_\_  
Chief Probation Officer

Date: \_\_\_\_\_

Telephone:

831-454-3450

3. APPROVED AS TO INSURANCE:

By: Carol McKinley 6-3-2002  
Risk Management

4. APPROVED AS TO FORM:

By: Julianne 6/3/02  
County Counsel

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



COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller
FROM: Probation (Department)
BY: [Signature] (Date) 5/29/02
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

1. Said agreement is between the Probation
Regents of the University of California, San Francisco (Department/Agency)
and Child Services Research Group 1388 Sutter St Suite 503 San Francisco CA 94108 (Name/Address)

2. The agreement will provide Services of Patrick Thornton to act as Research Assistant for the
Juntos Para El Futuro Program

3. Period of the agreement is from June 1, 2002 to February 28, 2003

4. Anticipated Cost is \$ 36,400 [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed
Remarks:

5. Detail: [ ] On Continuing Agreements List for FY - . Page CC- Contract No: OR [X] 1st Time Agreement
[ ] Section II No Board letter required, will be listed under Item 8
[ ] Section III Board letter required
[ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 574100 (Index) 3665 (Sub object)

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

Appropriations are available and have been encumbered. Contract No. 12790
are not available and will be encumbered. By: [Signature] Date: 05/30/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Chief Probation Officer (Dept/Agency Head) to execute on behalf of the Probation Dept.

Date: By: [Signature]
County Administrative Office

Distribution: Board of Supervisors - White State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duty entered in the minutes of said Board on 20

ADM - 29 (8/01)
Title Section 300 Proc Man By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY
Table with columns: CO, JE Amount, Lines, H/TL, Keyed By, Date, Auditor Description, Amount, Index, Sub object, User Code

Contract No. \_\_\_\_\_

**COPY**INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11<sup>th</sup> day of June, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BARBARA A. COLLINS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provision of contracted services as Project Director for the Probation Department's "Juntos Para El Futuro" Program. The Project Director oversees the implementation of the project at the local community level and serves as liaison to the local project management team and is responsible for the development of the program's community action plan. as well as a broad range of coalition-oriented activities. See attachment "A" Request for Letters of Interest.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$70,000 total compensation for contract period. CONTRACTOR to submit monthly invoices in nine (9) equal installments along with a written status report of activities related to attainment of project benchmark activities. Final payment to be withheld pending submission and acceptance of the written project strategic plan.
3. TERM. The term of this contract shall be: June 1, 2002 through February 28, 2003 or until terminated by one or the other party.
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:
  - 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 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 performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_.

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

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

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:

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(3) All required insurance policies shall be endorsed to contain the following clause:

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Fred Nohr, Admin. Services Manager  
 Santa Cruz County Probation Department  
 PO Box 1812  
 Santa Cruz CA 95061-1812

(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:

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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, physical or mental disability, medical condition (cancer related), 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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) 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.

(3) 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 (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.

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**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 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 all records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor – Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment "A" Scope of Services - Juntos Para El Futuro Request for Letters of Interest.

13. INTEGRATED AGREEMENT: The undersigned agree and intend that this written contract is an integrated agreement and is a complete, exclusive and final embodiment of the terms of their entire agreement. This written contract supersedes any previous written or oral agreements between the parties, and any modifications must be made in writing and signed by all parties to this agreement.

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

1. CONTRACTOR

2. COUNTY OF SANTA CRUZ

\_\_\_\_\_

\_\_\_\_\_

By: Barbara A. Collins

By: John P. Rhoads  
Chief Probation Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

135 Rowardennan Drive  
Ben Lomond, CA 95005-9388

Telephone:

Telephone:

831-336-0611

831-454-3450

831-336-0618 (fax)

831-454-3035 (fax)

3. APPROVED AS TO INSURANCE:

By: Janet M. Kimby 6-3-2002  
Risk Management

4. APPROVED AS TO FORM:

By: J. [Signature] 6/3/02  
County Counsel

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Probation (Department)

BY: [Signature] (Signature) 5/27/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

1. Said agreement is between the Probation (Department/Agency)
and Barbara Collins 135 Rowardennan Dr Ben Lomond, CA 95005-9388 (Name/Address)

2. The agreement will provide Services of Barbara Collins to act as Project Director for the
Juntos Para El Futuro Program

3. Period of the agreement is from June 1, 2002 to February 28, 2003

4. Anticipated Cost is \$ 70,000 [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed

Remarks:

5. Detail: [ ] On Continuing Agreements List for FY - . Page CC- Contract No: OR [X] 1st Time Agreement
[ ] Section II No Board letter required, will be listed under Item 8
[ ] Section III Board letter required
[ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 574100 (Index) 3665 (Sub object)

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

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

Contract No: 12791
By: [Signature] Auditor Controller Deputy Date: 05/30/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Chief Probation Officer (Dept/Agency Head) to execute on behalf of the Probation Dept.

Date: By: [Signature] 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 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

Table with columns: CO, Document No., JE Amount, Lines, H/TL, Keved By, Date, Auditor Description, Amount, Index, Sub object, User Code

24



Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT**COPY**

**THIS CONTRACT** is entered into this 11<sup>th</sup> day of June, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and OLLIN ASSOCIATES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: Provision of contracted services as Community Relations Specialist for the Probation Department's "Juntos Para El Futuro" Program. The Community Relations Specialist plans, oversees and conducts a variety of activities to ensure that the voice of the local community is included in the program's community action plan, and communicates findings in written, oral and visual form to project stakeholders and project community partners. Services to be provided by Marcia Rincon Gallardo. See attachment "A" Request for Letters of Interest.
2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$60,000 total compensation for contract period. CONTRACTOR to submit monthly invoices in nine (9) equal installments along with a written status report of activities related to attainment of project benchmark activities. Final payment to be withheld pending submission and acceptance of the written project strategic plan.
3. **T E R M .** The term of this contract shall be: June 1, 2002 through February 28, 2003 or until terminated by one or the other party.
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:
  - 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 \_\_\_\_\_ / \_\_\_\_\_

(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 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:

Fred Nohr, Admin. Services Manager  
 Santa Cruz County Probation Department  
 PO **Box** 1812  
 Santa Cruz CA 95061-1812

(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:

Fred Nohr, Admin. Services Manager  
 Santa Cruz County Probation Department  
 PO **Box** 1812  
 Santa Cruz CA 95061-1812

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, physical or mental disability, medical condition (cancer related), 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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) 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.

(3) 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 (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

**SECONDARY FACTORS:** (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) 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 all records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor – Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Attachment "A" Scope of Services - Juntos Para El Futuro Request for Letters of Interest.

13. INTEGRATED AGREEMENT: The undersigned agree and intend that this written contract is an integrated agreement and is a complete, exclusive and final embodiment of the terms of their entire agreement. This written contract supersedes any previous written or oral agreements between the parties, and any modifications must be made in writing and signed by all parties to this agreement.

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

1. CONTRACTOR

2. COUNTY OF SANTA CRUZ

\_\_\_\_\_

\_\_\_\_\_

By: **Ollin Associates**

By: **John P. Rhoads**  
Chief Probation **Officer**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

129 Second Street  
Watsonville, CA 95076

Telephone:

Telephone:

831-728-7005

831-454-3450

831-768-0269 (fax)

831-454-3035 (fax)

[www.ollinassociates.com](http://www.ollinassociates.com)

3. APPROVED AS TO INSURANCE:

By: Janet McKinley 6-3-2002  
**Risk Management**

4. APPROVED AS TO FORM:

By: J. [Signature] 6/3/12  
County Counsel

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller
FROM: Probation (Department)
BY: [Signature] (Date) 5/30/02
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (Check One) Expenditure Agreement [X] Revenue Agreement [ ]

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

1. Said agreement is between the Probation (Department/Agency)
and Ollin Associates, Inc. 129 Second St. Watsonville CA 95076 (Name/Address)

2. The agreement will provide Services of Marcia Rincon Gallardo to act as Community
Relations Specialist for the Juntos Para El Futuro Program

3. Period of the agreement is from June 1, 2002 to February 28, 2003

4. Anticipated Cost is \$ 60,000 [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [X] Not to Exceed

Remarks:

5. Detail: [ ] On Continuing Agreements List for FY - . Page CC- Contract No: OR [X] 1st time Agreement
[ ] Section II No Board letter required, will be listed under Item 8
[ ] Section III Board letter required
[ ] Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 574100 (Index) 3665 (Sub object)

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

Appropriations are available and have been encumbered. Contr No: 127
are not will be Contract No: 127
BY: [Signature] Date: 05/30/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Chief Probation Officer (Dept/Agency Head) to execute on behalf of the Probation Dept.

Date: By: [Signature]
County Administrative Office

Distribution: Board of Supervisors - White State of California
Auditor Controller - Canary County of Santa Cruz
Auditor-Controller - Pink I ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
Department - Gold State of California, do hereby certify that the foregoing request for approval of agreement was ap-
proved 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
Table with columns: CO, JE Amount, Lines, H/TL, Keyed BY, Date, Auditor Description, Amount, Index, Sub object, User Code. Includes a large number 24 in the bottom right corner.