



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, SUITE 410, SANTA CRUZ, CA 95060
 (831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123
 ALVIN JAMES, DIRECTOR

AGENDA: JUNE 11, 2002

May 29, 2002

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

SUBJECT: NEGLECTED PROPERTY ABATEMENT CONTRACT

Dear Members of the Board,

In June 2000, your Board authorized the County Planning Department to enter into a contract with Community Action Board for the abatement of Neglected Properties. As well as cleaning up Neglected Properties, Community Action Board also provides limited abatement services for securing dangerous buildings and for the restoration of properties with environmental violations.

This contract was on the 2001-2002 continuing agreement list and was renewed. However, Community Action Board has recently informed the County Planning Department that their rates have changed. Although the contract amount remains unchanged at \$25,000, this contract should be renewed at the adjusted rates to allow for the continuation of these services. While the new rates, as found on Attachment 2, reflect an increase for most hourly rates, the Department has negotiated a lower hourly rate for labor to 'board up' unsecured structures. This will provide a cost saving to the County for these types of jobs. The previous rate schedule is attached as Exhibit A. Community Action Board amends their rate schedule on an annual basis in December. This contract will be brought back to you for review and approval if their rates change at that time.

Therefore, it is RECOMMENDED that your Board approve the contract with Community Action Board at the new hourly rates effective July 1, 2002.

Sincerely,

Alvin James
 Planning Director

RECOMMENDED

Susan A. Mauriello
 County Administrative Officer

Attachments – ADM29 and Contract
 Exhibit A – Previous rate schedule

cc: Auditor-Controller

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

0340

TO: **Board of Supervisors**
County Administrative Office
Auditor Controller

FROM: Planning (Department)
BY: [Signature] (Signature) 06/05/02 (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 County of Santa Cruz Planning Department (Department/Agency)
and Community Action Board, 501 Soquel Avenue, Suite E, Santa Cruz, CA 95060 (Name/Address)
- The agreement will provide abatement services for neglected properties including erosion
control for properties within riparian corridors, as referred.
- Period of the agreement is from July 1, 2002 to June 30, 2003
- Anticipated Cost is \$ 25,000. ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: This agreement amends rate schedule on CO 12183

- Detail: ☒ On Continuing Agreements List for FY 01-02 . Page CC- 17 Contract No: 12183 OR ☐ 1st 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 135450 (Index) 3665 (Sub object)

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

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

Contract No. 12183By: [Signature]
Auditor-Controller DeputyDate: 06/05/02

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

Planning Director(Dept/Agency Head) to execute on behalf of the PlanningDepartment

(Department/Agency)

Date: 5/30/02By: [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, [Signature] 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 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 Section 300 Proc Man

By: Deputy clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
40			8			
	Auditor Description		Amount	Index	Sub object	User Code

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into from the date of Board of Supervisor's approval, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and **COMMUNITY ACTION BOARD**, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Abate neglected properties, unsecured structures, environmental violations and other code violations on an as needed basis as requested by the COUNTY. See also Attachment 1.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Per rates set forth on Attachment 2.**

3. TERM. The term of this contract shall be: **From the date of July 1, 2002 to June 30, 2003. This agreement may be renewed annually for 3 years upon mutual agreement of both parties and availability of funding. This agreement will be reviewed for a rate adjustment on December 31, 2002 and every successive December for the duration of the contract.**

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 statutory 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ / _____

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (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."

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

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

(Department should fill in the name/title and address of the person / position responsible for the Agreement)."

(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:

(Department should fill in the full name/title and address of the person / position responsible for the Agreement).

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 CONTRACTORS

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 this 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 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.

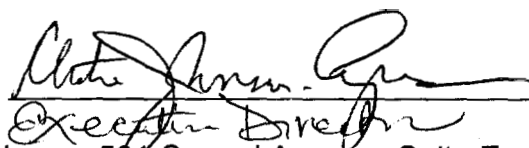
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): **Attachment 1 and 2.**

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: 
 Address: 501 Soquel Avenue, Suite E

By: _____

Santa Cruz, CA 95062

Telephone: (831) 457-1741

2. APPROVED AS TO INSURANCE:

By: _____
 Risk Management

3. APPROVED AS TO FORM:

By: _____
 County Counsel

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

contract.doc

Attachment 1

The following is additional information regarding CONTRACTOR'S duties to be performed under this agreement:

- 1.) COUNTY will provide written specifications for abatements to be performed at each site.
- 2.) When necessary, COUNTY may request County Sheriff to provide security to enable CONTRACTOR to safely carry out abatements.
- 3.) CONTRACTOR will complete each abatement within 15 (fifteen) calendar days from the date of the receipt of a written Notice to Proceed unless mutually agreed otherwise on a case specific basis.
- 4.) CONTRACTOR reserves the right to decline abatements that CONTRACTOR deems excessively hazardous.
- 5.) CONTRACTOR will not handle any materials requiring disposal at a hazardous materials disposal site unless mutually agreed otherwise on a case specific basis.
- 6.) CONTRACTOR will provide debris containers or other means of approved offsite disposal.
- 7.) CONTRACTOR will include the cost of sub-contractors or materials mutually agreed upon to complete specific abatements as an addendum to costs associated with rate schedule presented in Attachment 2.

Attachment 2

The following rates are effective through December 31,2002:

LABOR:

Director	\$25.25	
Crew Supervisor	\$19.75	
Crew - Cleanup	\$16.75	
Crew – Boarding**	\$ 9.75	** within 10 feet of grade

OPERATING EXPENSES:

Transportation:

Van	\$35.00/day
Private vehicle:	\$00.35/mile

Chainsaw	\$25.00/day
Generator	\$25.00/day
Weedwacker	\$40.00/day
Debris Box	At cost
Materials and supplies	At cost

A 15% administrative overhead charge will be applied to all labor, materials and operating expenses.

EXHIBIT "A"
~~Attachment 2~~

The following rates are effective through December 31, 2000:

LABOR:

Director	\$23.50/hr
Crew Supervisor	\$19.50/hr
Crew	\$16.25/hr

OPERATING EXPENSES:

Transportation:

Van	\$35.00/day
Private vehicle	\$00.35/mile

Chainsaw	\$25.00/day
Generator	\$25.00/day
Weedwacker	\$40.00/day
Debris Box	At cost
Materials and supplies	At cost

A 15% administrative overhead charge will be applied to all labor, materials, and operating expenses.

EXHIBIT "A"
PREVIOUS RATE SCHEDULE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

PRODUCER

80

BEDELL & NELSON/HARBERT INS. A
PO BOX 1295
SANTA CRUZ, CA 95061
JON EPPENBACH

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: NONPROFITS' INSURANCE ALLIANCE
INSURER B: NONPROFITS' INSURANCE ALLIANCE
INSURER C:
INSURER D:
INSURER E:

INSURED

COMMUNITY ACTION BOARD OF SCC,
501 SOQUEL AVE., SUITE E
SANTA CRUZ, CA 95062

COMM00

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PREMISES/OPERATION GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	2002-00234NPO	01/01/2002	01/01/2003	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 100000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	2002-00234AUTOS	01/01/2002	01/01/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, ITS OFFICERS, AGENTS AND EMPLOYEES ARE NAMED ADDITIONAL INSURED, AS RESPECTS THE OPERATION OF THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

COMMUNITY PROGRAMS
HUMAN RESOURCES AGENCY
COUNTY OF SANTA CRUZ
1000 EMELINE AVE.

CANCELLATION 10-Day Notice for Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.~~

0350

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-02

POLICY NUMBER: 1611702 - 02
CERTIFICATE EXPIRES: 01-01-03CONTRACTORS STATE LICENSE BOARD
ATTN: WORKERS COMP UNIT
PO BOX 26000
SACRAMENTO CA 95826JOB: LICENSE# 717555
INCEPTION DATE: 01-01-02
O.O.: SAN JOSE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an Insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

COMMUNITY ACTION BOARD OF SCC
501 S. COLLEGE AVE. STE. 200

COMMUNITY ACTION BOARD

**WOMEN & MINORITY BUSINESS ENTERPRISE (WMBE)
CLEARINGHOUSE**

CERTIFICATE OF ELIGIBILITY

VERIFICATION EXPIRATION DATE: 03/06/2004

The Women & Minority Business Enterprise (WMBE) Clearinghouse hereby certifies that it has audited and verified the eligibility of **COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.** of SANTA CRUZ, CA as a **WBE** pursuant to California Public Utilities Commission (CPUC) General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within thirty (30) days upon any changes of ownership or control. The Clearinghouse may reconsider WMBE status if it is determined that such status was obtained by false, misleading or incorrect information. Failure to comply may violate Section 8285 of the Public Utilities Code cited in the Verification Application which can result in a denial of eligibility. Deverification may occur if, in a formal opinion, the California Public Utilities Commission determines that a WMBE Verification criterion under which eligibility was awarded becomes invalid. The Clearinghouse may request additional information or conduct on-site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above named firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the WMBE Clearinghouse at (800)869-7385 in Los Angeles and (800)359-7998 in San Francisco.

VON: 0LN00020

March 6, 2001

COUNTY OF SANTA CRUZ LIVING WAGE COMPLIANCE STATEMENT

NATURAL RESOURCES
AND EMPLOYMENT
PROGRAM

Company Name: COMMUNITY ACTION BOARD CAB/NREP
Address: 501 Congress Ave SE Atlanta, GA 30332
Street City State Zip

Proposed Service: BLANKET

1. Number of employees: 2

If five or less, please sign below and return.

2. Are your employees covered by a collective bargaining agreement? Yes: ☐ No: ☒

If yes, please indicate the name(s) of the union and/or bargaining unit and then sign and return:

3. Are your employees receiving a pay rate that meets or exceeds the County of Santa Cruz Living Wage requirements (\$11.00/hr with benefits or \$12.00/hr without benefits)?

Yes: ☒ No: ☐

4. Are medical benefits provided to your employees?

Yes: ☒ No: ☐

If yes, enter the name and address of the plan or program below

BLUZ CROSS P.O. Box 9062 Oxnard CA 93031-9062
Name of program, plan or fund Address

5. Number of compensated days off (sick leave, vacation, holidays) per year for full-time employees: 36

6. Will any subcontractors perform work on this contract? Yes: ☐ No: ☒

If yes, please complete and submit this form for each subcontractor working on this County Contract.

7. Please list any other contracts for services you currently have with the County:

<u>02183</u>	<u>\$50,000</u>	<u>PERMANENT</u>	<u>\$22,048</u>
Contract/PO#	\$ Amount	Contract/PO#	\$ Amount
		<u>MARK DEMING</u>	
		<u>SEE ATTACHED TO PAGE</u>	

8. Within the last five years, have you had any violations with the National Employees Relations Board, the Occupational Safety and Health Agency, the California Labor Commission, the Equal Employment Opportunity Commission, and/or the Department of Fair Employment and Housing.

Yes: ☐ No: ☒

If yes, attach a statement describing the findings of violations and how they were addressed. You may be required to provide information regarding employee turnover, wages paid, benefits and employee grievances or complaints.

Do you agree to provide this information within 10 days of request? Yes: ☐ No: ☐

9. You may be required to provide certified payroll records 30 days after the contract commencement to include the following information for each of your employees: employee name, contact phone number, job classification, date of hire, employer benefit contribution, and hourly wage.

Do you agree to provide this information within 10 days of request? Yes: ☒ No: ☐

I certify, under penalty of perjury, that the above information is true and correct.

MATT HORNOWITZ PROGRAM DIRECTOR 831/457-1741 ext 200 831/457-0617
Name (please print) Title Phone Number Fax Number

Matt Hornowitz 4-11-02
Signature Date

GSD-110C 12/01



State of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **717555**

Entity **CORP**

Business Name **COMMUNITY ACTION BOARD OF
SANTA CRUZ COUNTY INC**

Classification **B HIC**

Expiration Date **01/31/2004**

