



County of Santa Cruz

3163

HUMAN RESOURCES AGENCY

Cecilia Espinola, Director

1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 or 454-4045 FAX: (831) 454-4642

August 13, 2002

AGENDA: August 27, 2002

BOARD OF SUPERVISORS

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

APPROVE CHILDREN'S NETWORK CONTRACTS

Dear Members of the Board:

As you know, the Santa Cruz County Children's Network is charged with planning and oversight of various programs and funding resources administered by the Human Resources Agency (HRA), including the Children's Trust Fund (CTF) which is supported by a percentage of local birth certificate fees. The purpose of this letter is to seek your Board's approval of contracts with the Child Abuse Prevention Council (CAPC) and the United Way of Santa Cruz County based on recommendations developed by the Children's Network Cabinet Executive Committee at its May 21, and August 13, 2002 meetings, respectively. Appropriations for these contracts are included in HRA's 2002/03 budget.

Child Abuse Prevention Council (CAPC) Contracts

The Welfare and Institutions Code requires that a portion of the County's Children's Trust Fund (CTF) dollars be used to support Child Abuse Prevention Councils (CAPC). As a result of this legislation the Children's Network earmarks a total of \$5,000 in CTF funds annually for programs sponsored by CAPC. We are requesting your Board's approval of the following contracts with CAPC totaling \$5,000 in the 2002/03 fiscal year.

1. Positive Parenting Panel Project (\$1,575)

This contract will provide funding for three parenting education panels entitled "*Everything You Wanted to **Know** about Positive Parenting and **Now** Get to Ask.*" This is the continuation of a series of panels successfully sponsored by CAPC over the past three years. Interactive panel presentations and follow-up discussions are provided by professionals with expertise in child development and parenting skills and are offered to English and Spanish speaking parents throughout the county. Translation services and childcare are included to ensure that all parents can take advantage of the panels.

BOARD OF SUPERVISORS

Page 2

Agenda: August 27, 2002

APPROVE CHILDREN'S NETWORK CONTRACTS**2. Camp Confidence (\$3,425)**

For the past three years Camp Confidence "Express Yourself" has offered a week-long summer day camp program co-sponsored by the Santa Cruz City Schools and the Child Abuse Prevention Council. Approximately 70 youngsters have attended the camp each summer which is held at Gault Elementary School. The emphasis of this day camp is on arts and crafts and other expressive activities to help children build confidence and self-esteem. Trained counselors are on site to provide interactive support and encouragement to the campers. Due to the success of this program, Camp Confidence is proposing to extend the children's day camp from a one to a two-week program and to provide additional arts and crafts activities including music, sculpture and photography. This CAPC contract will support the expansion of the Camp Confidence program and will enable the camp to serve up to 85 low income and CPS or Counselor-referred youth.

Family Resource Network Contract (\$36,738)

As you know, the Family Resource Network (FRN) is a collaboration of up to twenty organizations providing services to families in Santa Cruz County. Since 1998 the Family Resource Network has been providing support to each member agency as they strive to improve services to children and families. The FRN continues to increase its members' capacity to provide services that support and strengthen families through coordinating resources, working toward integrating services where appropriate, and encouraging collaboration on service delivery, program evaluation, and fund development. United Way provides staffing and support to the FRN including coordination of trainings, managing FRN grants and contracts, and assisting with budget development, program evaluation and report writing.

On December 11, 2001, in order to comply with new federal Family Preservation and Support Program (FPSP) guidelines, your Board approved utilizing the Children's Trust Fund, rather than FPSP revenues, to fund the ongoing contract for Family Resource Network (FRN) staffing. This change in funding source will result in moving the FRN contract from the federal fiscal year to the County's fiscal year funding cycle. The previous FRN contract in the amount of \$27,554 was for a nine-month term from October 1, 2001 through June 2002. The FRN contract for FY 2002/03 in the amount of \$36,738 reflects the change from a 9 month to a 12 month contract term. This contract will provide funds for continued FRN staffing support provided by United Way.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve contracts with the Child Abuse Prevention Council (CAPC) in the amount of \$1,575 to provide parent education panels, and in the amount of \$3,425 to support the Camp Confidence summer day camp; and

BOARD OF SUPERVISORS

Agenda: August 27, 2002

APPROVE CHILDREN'S NETWORK CONTRACTS

2. Approve the continuing contract with United Way of Santa Cruz County in the amount of **\$36,738** for FRN staff support; and
3. Authorize the Human Resources Agency Director to sign and execute these contracts.

Very truly yours,

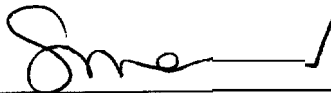


CECILIA ESPINOLA

Director

CE\LK\EHB (N:\BdLet\FY02-03\Admin\ChNet\FRN-CAPC contract.doc)

RECOMMENDED:



SUSAN A. MAURIELLO

County Administrative Officer

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0166

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

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/12/02 (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.

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)
and United Way P.O. Box 1458, Santa Cruz, CA 95062 (Name/Address)
2. The agreement will provide oversight and support services to Family Resource Network
member agencies
3. Period of the agreement is from 7/1/02 to 6/30/03
4. Anticipated Cost is \$ 36,738 ☐ fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed
Remarks: W=9 on file Contact E. Bidman X7552
5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC- Contract No: 22654-01 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

6. Appropriations/Revenues are available and are budgeted in _____ (Index) _____ (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: 22654-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/15/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Human Resource Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

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 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

CO	\$					
Document No.	JE Amount	Lines	H/TL	Keyed By	Date	
TC110		\$		/		
Auditor Description		Amount	Index	Sub object	User Code	

FAMILY RESOURCE NETWORK (FRN) SUPPORT SERVICES

THIS CONTRACT is by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, UNITED WAY OF SANTA CRUZ COUNTY, hereinafter called CONTRACTOR. The parties agree as follows:

DUTIES. CONTRACTOR agrees to exercise special skill to provide a Coordinator for the Santa Cruz County Family Resource Network (FRN). (See Exhibit A – Scope of Services)

1. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR in accordance with Exhibit B – Budget as follows:

Total cost of \$36,738 to be paid in four equal installments of \$9,184.50 per payment. CONTRACTOR invoice for payment must be accompanied by an HRA approved expenditure report; CONTRACTOR shall submit quarterly progress reports to HRA by the 20th day following the end of each quarter (September 20, 2002; January 20, 2003; April 20, 2003; July 20, 2003).

Submit invoice for payment to:

Human Resources Agency
Attn: Evelyn Hengeveld-Bidmon, Senior Analyst
1000 Emeline Ave.
Santa Cruz, CA 95060

3. TERM. The term of this contract shall be July 1, 2002 through June 30, 2003. This contract may be extended for one additional year upon written agreement of both parties.
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 CONTRACTORS 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 CONTRACTORS 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 combined single limit. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____ f _____.

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 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 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:

Human Resources Agency
Attn: Evelyn Hengeveld-Bidmon, Senior Analyst
1000 Emeline Ave.
Santa Cruz, CA 95060

- 4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverage. All Certificates of Insurance shall be delivered or sent to:

Human Resources Agency
Attn: Evelyn Hengeveld-Bidmon, Senior Analyst
1000 Emeline Ave.
Santa Cruz, CA 95060

5)

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 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 CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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; (9) 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. ACKNOWLEDGEMENT. Contractor shall include in any and all its reports and literature produced with County funding, an acknowledgement that the Santa Cruz County Board of Supervisors provided funding to Contractor.
13. ATTACHMENTS. This Agreement includes the following attachments:
 - Exhibit A: Scope of Services
 - Exhibit B: Budget
 - Exhibit C: Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs

INDEPENDENT CONTRACTOR AGREEMENT

0171

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

1. CONTRACTOR

By: Mary Lou Goeke
Mary Lou Goeke, Executive Director

United Way of Santa Cruz County
P.O. Box 1458
Santa Cruz, CA 95062
Telephone: (831) 479-5466

Tax ID #: 94-142271

4. COUNTY OF SANTA CRUZ

By: _____
Human Resources Agency

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 7-30-2002
Risk Management

3. APPROVED AS TO FORM:

By: Maria Costa 7-30-02
County Counsel

DISTRIBUTION: Auditor-Controller
HRA Fiscal Office
Contractor

EXHIBIT A
SCOPE OF SERVICES

01 72

Under the general direction of the Family Resource Network (FRN) co-chairs and the ongoing oversight of the FRN member agencies, providing an average of 20 hours per week (exclusive of vacation and other paid leave), the Coordinator will support the achievement of the following outcomes:

Outcome: The FRN will achieve necessary steps toward accomplishment of goals.

Coordinator activities:

1. Ensure a minimum of ten Network meetings per year are held.
2. Staff the FRN meetings, develop agendas with input from Steering Committee and take minutes of the FRN meetings.
3. Assist FRN and its subcommittees with their workplan activities by calling meetings and assisting with agendas and minutes.
4. Monitor subcommittee progress in developing and implementing workplan activities within specified time frames.

Outcome: The capacity of the FRN member agencies staff and participants will be increased through trainings, conferences and retreats.

Coordinator activities:

1. Coordinate implementation of activities such as trainings, conferences and retreats for member agencies, staff and participants.
2. Serve as a liaison between FRN and all subcontractors.
3. Arrange trainings for the FRN through contracts with appropriate consultants according to the plan developed by the Training Committee.

Outcome: Linkages and communication among member agencies and to other existing collaboratives will exist.

Coordinator activities:

1. Assume primary responsibility for collecting and disseminating information about FRN strategies, upcoming activities and collaboration opportunities.
2. Gather and disseminate information regarding relevant opportunities for member agencies.

Outcome: Local collaboratives, funders and other stakeholders will have appropriate knowledge of FRN activities.

1. Provide brief monthly Coordinator activity reports to FRN co-chairs and to the Human Resources Agency upon request.
2. Provide written quarterly FRN reports to the FRN Steering Committee and to Human Resources Agency; provide other reports as required by funders.
3. Provide annual written reports to the Children's Network Cabinet; provide semi-annual oral updates at Children's Network meetings. Reports will include both activities of FRN and financial reporting.

Other activities:

1. Provide monthly expense reports on grant funds and distribute to membership.
2. Assist in fund development (including writing grant proposals and other requests for funding).
3. Manage grants and contracts.
4. Provide an average of 6 hours per week (exclusive of vacation and other paid leave) of clerical administrative support to the FRN.

08/13/02

Initials: 
CONTRACTOR/COUNTY

Exhibit B
Budget
(12 months)
FRCN Support Services

01 73

Personnel

Coordinator (20 hours/week @ 22.12)	23,005	
Admin support (6 hours/week @ 12.63)	2,150	
Benefits (27%)	6,792	
Personnel Total		\$ 31,947

Indirect Costs

United Way Overhead (15%)		\$ 4,791
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TOTAL

	<u>\$ 36,738</u>
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Initials MUG, R. G. [Signature]
CONTRACTOR/COUNTY

Exhibit C**ASSURANCE OF COMPLIANCE
WITH THE HUMAN RESOURCES AGENCY****NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS****UNITED WAY OF SANTA CRUZ COUNTY**


HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (i), (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Date 8/12/02


Executive Director's Signature

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DM
ITE-2

DATE (MM/DD/YY)

07/16/02

PRODUCER

McSherry & Hudson

License #0056172

575 Auto Center Drive

Watsonville CA 95077

Phone: 831-724-3841 Fax: 831-724-7574

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

0175

INSURED

United Way Of Santa Cruz Cnty
1220 41st Avenue
Capitola CA 95010

INSURER A NIAC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

:OVERAGES

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 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	2001-06165-NPO	08/25/01	08/25/02	EACH OCCURRENCE	\$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$ 100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10000
					PERSONAL & ADV INJURY	\$ 1000000
					GENERAL AGGREGATE	\$ 1000000
					PRODUCTS - COMP/OP AGG	\$ 1000000
GEY'L AGGREGATE LIMIT APPLIES PER:						
<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO- JECT	<input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS						
	GAUGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER
	E.L. EACH ACCIDENT				\$	
	E.L. DISEASE - EA EMPLOYEE				\$	
				E.L. DISEASE - POLICY LIMIT	\$	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSE:

Ten (10) days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

N

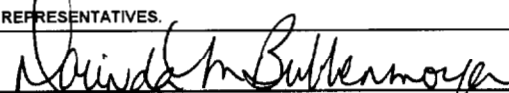
ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

County of Santa Cruz Human
Resources
Attn: Evelyn Hengeveld-Bidmon
PO Box 1320
Santa Cruz CA 95061

COUNTY OF

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.



COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Human Resources Agency (Department)
BY: [Signature] (Signature) 8/15/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT NPE (Check One)

Expenditure Agreement ☐

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 Santa Cruz County Human Resources Agency (Department/Agency)
and Santa Cruz Child Abuse Prevention Council P.O. Box 855 Capitola CA 95010 (Name/Address)

2. The agreement will provide funding for 3 parenting education panels.

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated cost is \$ 1,575 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact E. Bidman X 7552

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03 . Page CC- Contract No: 21880-01 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

6. Appropriations/Revenues are available and are budgeted in 392400 (Index) 5210 (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: 21880-01

By: [Signature] Date: 8/15/02
Auditor-Controller Deputy

CC-13

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

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date: 8/21/02

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 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 \$
Document No. JE Amount Lines H/TL Keyed By Date

TC:10 \$ /
Auditor Description Amount Index Sub object User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, SANTA CRUZ COUNTY CHILD ABUSE PREVENTION COUNCIL (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Provide three parenting education panels entitled "Everything You Wanted to Know About Positive Parenting and Now Get To Ask". Panels will be provided to residents of Santa Cruz County and will include: panel presentations; small group discussions; translation services for Spanish speaking attendees; and child care for children of parents attending panel presentations.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$1575 total. Contractor shall be paid in three equal payments based upon submission of a suitable invoice at the completion of each parenting panel.

Submit invoice for payment to:

Human Resources Agency
Attn: Linda Kerner, Analyst
1000 Emeline Avenue
Santa Cruz, CA 95060

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
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, 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 ML JK.
- 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 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 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 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 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:

Santa Cruz County
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060
Attn: Linda Kerner, Analyst

- 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
1000 Emeline Avenue
Santa Cruz, CA 95060
Attn: Linda Kerner, Analyst

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), 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), 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) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.
 - 3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.
 - 4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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 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 has provided funding to the Contractor.
13. **ATTACHMENTS.** This Agreement includes the following attachments:
14. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____


This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

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

1. CONTRACTOR

By: 
Signed
MARSHA NELSON
Printed

Company Name: C.A.P.C.

Address: P.O. Box 855

CAPITOLA CA 95010

Telephone: 831 425-3300

Fax: 831-425-1964

E-Mail: _____

3. COUNTY OF SANTA CRUZ

By: _____
Signed

Signed

2. APPROVED AS TO INSURANCE:

By:  7-10-2002
Risk Management

4. APPROVED AS TO FORM:

By: 
County Counsel

DISTRIBUTION: General Services Department
Auditor-Controller
Risk Management
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0182

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

FROM: Human Resources Agency (Department)

BY:

[Signature] (Signature) 8/2/02 (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.

1. Said agreement is between the Santa Cruz County Human Resources Agency (Department/Agency)

and Santa Cruz Co. Child Abuse Prevention Council, P.O. Box 855 Capitola 95010 (Name/Address)

2. The agreement will provide week long summer day camp program

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 3,425 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: W-9 on file Contact E. Bidman X 7552

5. Detail: ☐ On Continuing Agreements List for FY 02 - 03 . Page CC- Contract No: 21881-01 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

6. Appropriations/Revenues are available and are budgeted in 392400 (Index) 5210 (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: 21881-01

By: [Signature]
Auditor-Controller Deputy

Date: 8/15/02

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

Human Resources Agency Director (Dept/Agency Head) to execute on behalf of the Santa Cruz County

Human Resources Agency (Department/Agency)

Date: 8/21/02

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 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

CO \$
Document No. JE Amount Lines H/TL Keyed By Date

TC 10
33 Auditor Description \$ /
Amount Index Sub object User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002 by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and, SANTA CRUZ COUNTY CHILD ABUSE PREVENTION COUNCIL (CAPC), hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Camp Confidence program planning to extend the "Express Yourself" Children's Day Camp program from one to two weeks, grant writing to obtain additional funding to support expanded camp activities, provide training for camp counseling staff, and provide support for program operations and camp activities for 85 homeless or marginally housed youth and CPS or counselor-referred students ages 5 – 15 years. (See Exhibit A)

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$3,425 total upon submission of suitable invoices for work completed.

Submit invoice for payment to:

Human Resources Agency
Attn: Linda Kerner, Analyst
1000 Emeline Avenue
Santa Cruz, CA 95060

3. **TERM.** The term of this contract shall be July 1, 2002 through June 30, 2003.
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 CONTRACTORS 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 CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTORS 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 rnj / JK.
- 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.
- 4) Professional Liability Insurance in the minimum amount of \$1,000,000 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 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 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 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:

Santa Cruz County
Human Resources Agency
1000 Emeline Avenue
Santa Cruz, CA 95060
Attn: Linda Kerner, Analyst

- 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
1000 Emeline Avenue
Santa Cruz, CA 95060
Attn: Linda Kerner, Analyst

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), 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), 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) The CONTRACTOR shall furnish COUNTY Affirmative Action 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 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 has provided funding to the Contractor.
13. **ATTACHMENTS.** This Agreement includes the following attachments:

Exhibit A: Scope of Work & Budget
14. **LIVING WAGE.** This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This agreement is subject to the provisions of the Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #14 is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in

termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

"CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision."

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

1. CONTRACTOR

By: Marsha Nelson
Signed
MARSHA NELSON
Printed

Company Name: C.A.P.C.

Address: P.O. Box 855
CAPITOLA CA 95010

Telephone: 831 425-3300

Fax: 425-1964

E-Mail: _____

3. COUNTY OF SANTA CRUZ

By: _____
Signed
Signed

2. APPROVED AS TO INSURANCE:

By: Janet McKim 7-10-2002
Risk Management

4. APPROVED AS TO FORM:

By: Maria Costa
County Counsel

DISTRIBUTION: General Services Department
Auditor-Controller
Risk Management
Contractor

EXHIBIT A

Child Abuse Prevention Council (CAPC)
Camp ConfidenceScope of Work & Budget
Fiscal Year 2002/03

Convene Program Planning Retreat to develop strategies for expanding Camp Confidence Children's Day Camp from a one-week to a two-week program. Program expansion will include additional activities including photography, music and sculpture for homeless and CPS and/or counselor-referred youth ages 5 to 15 years.

Timeline: By August

Budget: \$550

Write two mini grants and two major grants to obtain additional funds to support program expansion and one additional week of Camp Confidence projects and activities for youth.

Timeline: By October

Budget: \$445

Convene planning meetings with Camp Confidence counselors, including program orientation and staff training and support for expanded two week camp program.

Timeline: In May

Budget: \$500

Implement the expanded Camp Confidence program. Funding will support program operating expenses and supplies for camp activities for 85 day campers.

Timeline: In June

Budget: \$1930

Total Contract Amount: \$3425