county of Santa Cruz

HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045 FAX: (408) 4544642

0097

October 6, 1999

AGENDA: October 26, 1999

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, California

APPROVAL OF CONTRACT FOR
CHILD CARE INFORMATION AND REFERRAL SERVICES

Dear Members of the Board:

In budget hearings, your Board approved a continuing agreement between the Human Resources Agency and the County Office of Education/Child Development Resource Center for bilingual child care information and referral services, to be provided at the one-stop Career Centers. The purpose of this letter is to request retroactive approval of an augmented contract with the Child Development Resource Center.

The contract will provide for continued bilingual child care information and referral services and consumer education to CalWORKs participants at 18/1 19 W. Beach St. in Watsonville and 1020/1040 Emeline St. in Santa Cruz. Over the past year, it has become more and more apparent that these services are an essential part of the support that is necessary for families to make a successful transition from welfare to work. In order to provide these services this year, it is necessary to increase the amount of the agreement by $3,000, reflecting slightly increased costs on the part of the contractor. This contract change will result in no additional County cost.

The contract has been approved as to form and insurance by County Counsel and Risk Management. It has been signed by the contractor, and is attached for your information.

IT IS THEREFORE RECOMMENDED that your Board approve the contract in the amount of $53,000 retroactive to July 1, 1999 with the County Office of Education/Child Development Resource Center for bilingual child care information and referral services, and authorize the Human Resources Agency Administrator to sign the agreement on behalf of the County.

Very truly yours,

Cecilia Espinola (CEO)

CECILIA ESPINOLA
Administrator

CE/GG:gg/cdrc99.bos
Attachments

RECOMMENDED:

Susan A. Mauriello
County Administrative Officer

cc: County Administrative Office
Auditor Controller
County Counsel
Risk Management
Contractor

COUNTY OF SANTA CRUZ

REQUEST FORAPPROVALOFAGREEMENT 0090

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

FROM: Human Resources Agency (Dept.)
(Signature) 10/7/99 (Date)

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

1. Said agreement is between the County of Santa Cruz Human Resources Agency (Agency)
and ~~Child Development Resource Center 809H Vat Avem Captiola, CA 95010~~ (Name & Address)
2. The agreement will provide bilinual child care information and referral services and consumer education for CalWORKs participants
3. The agreement is needed, to fulfill CalWORKs paln for on-site services
4. Period of the agreement is from 7/1/99 to 6/30/00
5. Anticipated cost is $ 53,000 (~~Fixed amount; Monthly rate~~; Not to exceed)
6. Remarks: "- on file. contract: Gail Groves 4036
(on continuing list section II for 50,000)
7. Appropriations are budgeted in 392100 (Index#) 3665 (Subobject)

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

Appropriations are / are not available and ~~have been~~ / will be encumbered. Contract No. 1584 Date 10/8/99

GARY A. KNUTSON Auditor - Controller
By Ronald J. Aiton Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the HRA Administrator to execute the same on behalf of the Human Resources Agency (Agency).

County Administrative Officer
By Date 10/15/99

Remarks:

(Analyst)

Agreement approved as to form. Date

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conory
Auditor-Controller - Pink
Originating Dept. - Goldenrod

'To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of Californra, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 19 - - By _____ Deputy Clerk

County Administrative Officer

INDEPENDENT CONTRACTOR AGREEMENT

0100

THIS AGREEMENT is entered into this 1 st day of July, 1999, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and the COUNTY OFFICE OF EDUCATION/CHILD DEVELOPMENT RESOURCE CENTER, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: provide specialized, bilingual child care information and referral services and consumer education for CalWORKs participants on location at 1020/1040 Emeline St., Santa Cruz, and 18/1 19 W. Beach St., Watsonville, to commence immediately.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: $53,000, in accordance with Attachment A ("Budget"), attached hereto and incorporated herein by reference, on the basis of appropriate claims submitted to the Human Resources Agency.

CONTRACTOR shall be permitted to make transfers within the category of "Services and Supplies". Transfers within the "Salaries and Benefits" category may also be made by CONTRACTOR unless they involve changes in the number and salary of positions. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies", and transfers within "Salary and Benefits" involving number and salary of positions, may be made only upon prior written approval of the Human Resources Agency Administrator or his/her designee, providing the transfer is less than 10% of the total budget. Transfers between budget categories totaling more than 10% of the budget may be made only upon prior written approval of the Board of Supervisors and execution of a contract amendment.

COUNTY agrees to provide CONTRACTOR'S staff the use of office furniture and supplies, telephones with voice mail, reception and general clerical services, electronic hookups (not including PC's), access to fax/copy machines and printers, at both locations.

3. **TERM.** The term of this contract shall be Ju;y 1, 1999 through June 30, 2000.

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving thirty (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

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Initials: _____ / _____
CONTRACTOR/COUNTY

0101

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 CONTRACTOR'S 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 MF / CE SS

(3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of $1 ,000,000.00 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 $1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____ /____.

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CONTRACTOR/COUNTY

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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, 1040 Emeline St., Santa Cruz, CA 95060, Attn: Gail Groves."

(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: Human Resources Agency, 1040 Emeline St., Santa Cruz, CA 95060, Attn: Gail Groves.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory 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.

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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, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), veteran status, 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 Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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.

C. No person or client shall, on the grounds of race, color, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, gender, pregnancy, age (over 18), veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.

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.

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CONTRACTOR/COUNTY

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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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

Attachment A: Budget
Attachment B : Amendment of Automobile Liability Insurance
Attachment C: Amendment of Comprehensive or Commercial General Liability

INDEPENDENT CONTRACTOR AGREEMENT

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SIGNATURE PAGE

COUNTY OF SANTA CRUZ

DATED: _____

BY: _____
Human Resources Agency Administrator

CONTRACTOR

DATED: 9/21/99

BY: _____
BARNEY FINLAY

Title: Asst. Superintendent, Business

Address: 809-H Bay Ave., Capitola, CA 95010

Telephone: (831) 476-7140

Tax ID#: 94-6002633

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-21-99
Risk Management

APPROVED AS TO FORM:

By: Jane M. Scott
County Counsel

DISTRIBUTION:

Human Resources Agency
County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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ATTACHMENT A — BUDGET

PROJECT PROGRAM NUMBER: **9432 Child Development Resource Center/CALWORKS**

TOTAL FUNDING AND SOURCE:

Local	$	
State	$	
Federal	$	
Other	$53,000.00	County of Santa Cruz (CALWORKS)
TOTAL	$53,000.00	

BUDGET DETAIL:

Description	Classification	Amount
Clerks-Substitutes	2300	$ 1,365.00
Assistant Coordinators	2310	504.00
Special Projects Coordinator	2900	22,946.00
	Total 2000	$24,845.00
PERS, Non-Instructional	3220	$ 1,702.00
OASDI, Non-Instructional	3320	$ 1,539.00
Medicare, Non-Instructional	3340	360.00
Health & Welfare, Non-Instructional	3420	8,801.00
Unemployment, Non-Instructional	3520	12.00
Worker's Comp., Non-Instructional	3620	561.00
	Total 3000	$12,975.00
General Office Supplies	4500	$ 953.00
Postage	4512	60.00
Photocopy	4513	1,196.00
	Total 4000	$ 2,209.00
Other Mileage & Conference	5200	$ 1,700.00
Telephone	5513	500.00
Facilities, Short Term Rental	5643	1,599.00
Other Servies & Operating Expense	5800	2,286.00
	Total 5000	$ 6,085.00
PERS Reduction	7270	$ 3,166.00
Administration Indirect Costs	7350	$3.720.00
	Total 7000	$ 6,886.00
	Total 2000- 7000	$53.000.00

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

0107

Subparagraph 6A(2) of Contract No. 91584 , dated 7/1/99, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and County Office of Education/Child Development Resource Center, (hereinafter called CONTRACTOR) is amended to read as follows:

PMCE SR
_/_ *Reduction in Requirements*

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTORS personal transportation only (with no passengers, hazardous materials, or valuable (greater than $5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of $1 OO,OOO.OO combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 7/1/99

COUNTY OF SANTA CRUZ

By:_____
HUMAN RESOURCES AGENCY

_____
CONTRACTOR