MARIPOSA COUNTY
BOARD OF SUPERVISORS
DEPARTMENT: Human Services Dept.
Social Services Division
BY: Cheryle Rutherford-Kelly
Phone: 966-3609

AGENDA DATE: 09-04-01
ACTION FORM
AGENDA ITEM NO.: [6]

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes_ No_X)
SEE ATTACHED

BACKGROUND AND HISTORY OF BOARD ACTIONS:
SEE ATTACHED

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
SEE ATTACHED

COSTS:
A. Budgeted current FY $36,336
B. Total anticipated costs $0
C. Required additional funding $0
D. Internal Transfers $0

SOURCE:
A. Unanticipated revenues
B. Reserve for contingencies
C. Source description:
Balance in Reserve for Contingencies,
if approved: $0

SPECIAL INSTRUCTIONS:
List the attachments and number
the pages consecutively:

Board Memo - 2 pages
Exhibit A - 5 pages

CLERK’S USE ONLY:
Res. No.: 01-352
Ord. No.:
Vote - Ayes: 5
Noes: 
Absent: 
Approved ( ) Denied
( ) Minute Order Attached ( ) No Action Necessary

The foregoing instrument is a correct copy of
the original on file in this office.

Date:
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
BY: ______________________________________
Deputy

ADMINISTRATIVE OFFICER’S RECOMMENDATION:
This item on agenda as:

Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment: ______________________________________

A.O. Initials: [Signature]

Action Form Revised 5/92
August 23, 2001

TO: Members, Board of Supervisors
FROM: Cheryle Rutherford-Kelly
RE: Child Welfare and Probation / Contract for Independent Living Program

Recommendation

On behalf of the Probation Department and Child Welfare Services (CWS/CPS), it is respectfully recommended that your Board review and approve the Independent Living Program for the current fiscal year.

Background

Foster children most often do not have the emotional support and financial resources that are available to other young people as they transition to adulthood. These youngsters suffer barriers, many of which are emotional as well as academic. These obstacles prevent them from entering colleges, trade schools and securing jobs with training and promotional opportunities. One study on street prostitution in Los Angeles County indicated that 50% of female prostitutes are alumni of the foster care system. This highly disproportionate rate is an indictment of the system that serves children.

The State Department of Social Services provides money for an Independent Living Program. That program is available to foster children over 15 ½ years old to help them prepare to live independently. Services can be offered to children who have been returned to their parents or caretakers, or who have been emancipated.

As your Board is aware, we are attempting to provide counseling to children in foster care to assist them with the emotional problems they carry as a result of maltreatment. If some of their emotional pain is alleviated, the children will have a better opportunity to learn in school. Concurrently, we have been meeting with the Independent Living providers to strengthen the existing program.

Current Situation

The Independent Living Program has been strengthened. It includes a team effort between County staff and the contractor to individualize services based on the needs of the young person. Services range from identifying readiness skills to building self-confidence. It involves basic educational assistance with driver’s education, learning to budget money, purchasing household items, assessing universities and trade schools, and purchase of books and school supplies. These services are to be offered prior to the youth leaving the foster care system so that these young adults are self sufficient and confident before living on their own. Services will also be offered to those youth who have been returned to their natural parents and/or have already emancipated and need encouragement and assistance. These are to be very intensive services.
We have contracted with Dave Apilado in the past. Mr. Apilado and the Child Welfare staff have been working together towards planning and providing a higher level of services.

The current plan outlines the services to be provided, the responsibilities of the departments compared to those of the contractor, the number of hours the contractor will devote and requires strong linkage to the successful CalWorks Employment Training Program. It is anticipated that fifteen (15) young people will receive these intensive services. The contract staff is specified and any modifications require the approval of the department.

Financial

The contract is for $36,336. There are no local dollars involved in this program.
AGREEMENT

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and David Apilado, hereinafter referred to as “CONTRACTOR”, for services to be provided to COUNTY.

WITNESSETH:

WHEREAS, COUNTY is in need of specialized services to be provided to the County Human Services/Social Services Department, and

WHEREAS, CONTRACTOR is qualified and desires to provide specialized services to the County Human Services/Social Services Department;

NOW THEREFORE, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the PARTIES hereto agree as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01 This AGREEMENT shall become effective on July 1, 2001 and shall terminate on June 30, 2002 unless terminated in accordance with the provisions of Article 7 of this AGREEMENT.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

Section 2.01. It is the express intention of the PARTIES that CONTRACTOR is an independent CONTRACTOR and not an employee, agent, joint venturer or partner of COUNTY. Nothing in this AGREEMENT shall be interpreted or construed as creating or establishing the relationship of employer and employee between COUNTY and CONTRACTOR or any employee or agent of CONTRACTOR. Both PARTIES acknowledge that CONTRACTOR is not an employee for state or federal tax purposes. CONTRACTOR shall retain the right to perform services for others during the term of this AGREEMENT.
ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. CONTRACTOR agrees to perform the services as described on Exhibit “A” attached hereto.

Method of Performing Services

Section 3.01. CONTRACTOR will determine the method, details, and means of performing the above-described services. COUNTY shall not have the right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR’S services.

Employment of Assistance

Section 3.03. CONTRACTOR may, at the CONTRACTOR’S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this AGREEMENT. COUNTY may not control, direct, or supervise CONTRACTOR’S assistant employees in the performance of those services. CONTRACTOR assumes full performance of those services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

Section 4.01. In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:
The total sum of **Thirty six thousand three hundred thirty six** DOLLARS ($36,336) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

[ ] Total sum to paid upon completion of services,
or
[X] Incremental payments based on the following schedule:

________________________
$3,028 per Month

________________________
Invoices

4.02. CONTRACTOR shall submit invoices for all services being rendered from the CONTRACTOR to the COUNTY.

Date for Payment of Compensation

Section 4.03. Payment shall be made within 45 days of invoices being submitted from the CONTRACTOR to the COUNTY.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incident to the performance of services for COUNTY, including but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR’S costs of doing business. COUNTY shall not be responsible for any expense incurred by CONTRACTOR in performing services for COUNTY.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. CONTRACTOR will supply all tools and instrumentalities, required to perform the services under this AGREEMENT. CONTRACTOR is not required to purchase or rent any tools, equipment or services from COUNTY.

Section 5.02. COUNTY shall not provide working space, supplies, materials or other such support to CONTRACTOR in the performance of the services and tasks as described herein.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold COUNTY harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR’S assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Workers’ Compensation

Section 5.04. CONTRACTOR shall provide Workers’ Compensation insurance as required by the State of California for all services provided hereunder.
Assignment

Section 5.05. CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTOR'S reputation and expertise in his or her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

State and Federal Taxes

Section 5.06. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:

- COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;
- COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;
- COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;
- COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;
- COUNTY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

Article 6. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 6.01. COUNTY agrees to comply with all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

ARTICLE 7. TERMINATION OF AGREEMENT

Termination on Occurrence of State Events

Section 7.01. This AGREEMENT shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.

Termination of COUNTY for Default of CONTRACTOR
Section 7.02. Should CONTRACTOR default in the performance of this AGREEMENT or materially breach any of its provisions, COUNTY, at COUNTY’S option, may terminate this AGREEMENT by giving written notification to CONTRACTOR.

Termination for Failure to Make Agreed Upon Payments

Section 7.03 Should COUNTY fail to pay CONTRACTOR all or any part of the compensation set forth in Article 4 of this AGREEMENT on the date due, CONTRACTOR, at the CONTRACTOR’S option, may terminate this AGREEMENT if the failure is not remedied by COUNTY within thirty (30) days from the date payment is due.

ARTICLE 8. GENERAL PROVISIONS

Notices

Section 8.01. Any notices to be given hereunder by either PARTY to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepared with return receipt requested. Mailed notices shall be addressed to the PARTIES at the addresses appearing below, but each PARTY may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

COUNTY: Mariposa County
P. O. Box 7
Mariposa, Ca 95338

CONTRACTOR: David Apilado
P.O. Box 509
Mariposa, CA 95338

Entire Agreement of the PARTIES

Section 8.02. This AGREEMENT supersedes any and all agreements, either oral or written, between the PARTIES hereto with respect to the rendering of services of CONTRACTOR for COUNTY and contains all the covenants and agreements between the PARTIES with respect to the rendering of such services in any manner whatsoever. Each PARTY to this AGREEMENT acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any PARTY, or anyone acting on behalf of any PARTY, which are not embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall
be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for the that purpose, in addition to any other relief to which that PARTY may be entitled.

Governing Law

Section 8.05 This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:  

Doug Balmain, Chairman  
Board of Supervisors

Date:    9-10-01

CONTRACTOR:

David Ginokio  
Contractor Signature

Date:    9-14-01

Social Security or Taxpayer Identification Number  560-19-2479

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

JEFFREY G. GREEN, County Counsel

Revised 3/94