

MARIPOSA COUNTY

AGENDA DATE: 09-04-01

BOARD OF SUPERVISORS

ACTION FORM

AGENDA ITEM NO.: 60B

DEPARTMENT: Human Services Dept. BY:Cheryle Rutherford-Kelly
Social Services Division Phone: 966-3609

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: ( ) Not Applicable
A. Budgeted current FY \$ 36,336
B. Total anticipated costs \$
C. Required additional funding \$ 0
D. Internal Transfers \$ 0

SPECIAL INSTRUCTIONS:
List the attachments and number the pages consecutively:
Board Memo - 2 pages
Exhibit A - 5 pages

SOURCE: ( ) 4/5ths Vote Required
A. Unanticipated revenues \$
B. Reserve for contingencies \$
C. Source description:
Balance in Reserve for Contingencies, if approved: \$

CLERK'S USE ONLY:
Res. No.: 01-252 Ord. No.
Vote - Ayes: 5 Noes:
Absent: Abstained:
Approved ( ) Denied
( ) Minute Order Attached ( ) No Action Necessary

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

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

Comment:

BY: Deputy

A.O. Initials:



**MARIPOSA COUNTY  
HUMAN SERVICES DEPARTMENT**

P.O. Box 7 • Mariposa, CA 95338 • (209) 966-2131 • Fax (209) 966-5943

Alcohol & Drug    Community Action    Housing Authority    Mental Health    Public Guardian/Conservator    Social Services  
CHERYLE RUTHERFORD-KELLY, MSW, DIRECTOR

August 23, 2001

TO: Members, Board of Supervisors *Cheryl*  
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
- 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  
Doug Balmain, Chairman  
Board of Supervisors

**CONTRACTOR:**

David Spiloto  
Contractor Signature

Date: 9-10-01

Date: 9-14-01

Social Security or Taxpayer Identification  
Number 560-19-2479

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

Jeffery G Green  
JEFFERY G. GREEN, County Counsel