



# county of Santa Cruz

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

701 OCEAN STREET, SUITE 520  
 SANTA CRUZ, CA 95060  
 (408) 454-2100 FAX: (408) 454-3420  
 TDD: (408) 454-2123

May 19, 1998

Agenda: June 2, 1998

BOARD OF SUPERVISORS  
 County of Santa Cruz  
 701 Ocean Street  
 Santa Cruz, CA 95060

## Programs of the Sanctuary Inter-Agency Task Force

Dear Members of the Board:

On May 6, 1997, your Board approved the Sanctuary Inter-Agency Task Force's Action Plan of strategies designed to maximize the positive economic, interpretive, and education benefits that the Monterey Bay National Marine Sanctuary brings to Santa Cruz County. As your Board may recall, the priority strategies included in this plan were proposed to realize: 1) a Sanctuary Scenic Trail; 2) a Sanctuary Seal Conservation Program; and 3) a Sanctuary-oriented Marine Discovery Center.

At their meeting on May 8, 1998, the Sanctuary Inter-Agency Task Force directed staff to recommend to your Board three action items, one for each of the priority strategies the Task Force is engaged in.

### Marine Discovery/Visitors Center

On November 18, 1997, your Board approved a contract with GarLin Productions to conduct a demand analysis, and to evaluate the financial feasibility of locating a Sanctuary-oriented Marine Discovery Center in the Santa Cruz side of Monterey Bay. This project utilized \$25,000 in federal grant funds from the Economic Development Administration (EDA), and \$5,000 in local matching cash provided by contributions from members of the Sanctuary Inter-Agency Task Force.

On April 23, 1998, GarLin Productions completed their assignment and presenting their findings to the Inter-Agency Task Force, and interested members of the community. In summary, GarLin proposed a concept for an expanded Visitor/Welcome Center that would be designed to deliver a set of short and long term goals for our area. In the short term, the proposed Visitor Center would act to reposition Santa Cruz County as a gateway for the Monterey Bay National Marine Sanctuary; extend the length of stay of current visitors; and encourage visitor discovery of parts of the County that they may not have experienced before. In the longer term, the proposed Center would expand the visitor base both geographically and demographically, and build overnight visitations, with an emphasis on the fringe and off-season.

GarLin proposed that the venue be located in an existing gathering place; that it be architecturally derivative of its location and history; that it be designed with a capacity for change; that it be planned for expansion potential; that it must encourage a call to action on the part of the visitor to commit to an extended length-of-stay; that it be experience-oriented rather than architecture oriented; and that it incorporate a sense of showmanship. The consultant team determined that their most important charge was to deliver a concept that was affordable, flexible, and "doable" in the near future. A copy of the Discovery/Visitor Center Analysis has been provided to each member of your Board, and a copy has been placed on file with the Clerk of the Board.

The Task Force will be seeking input from various constituencies within the County to measure the support that such a concept will engender. The first public presentation will be held on Tuesday, May 26, 1998 at the McPherson Museum for Art and History. The Task Force will return to your Board at a future date with their findings, and any recommendations which may come from these planned community conversations.

In order to satisfy our contractual obligations with the federal Economic Development Administration (EDA), the Task Force requests that your Board accept and file the Discovery/Visitor Center Analysis, and direct staff to submit the report to the EDA as a final step in the grant award process.

### **Sanctuary Scenic Trail**

As your board may recall from our update on March 24, 1998, the Task Force is engaged in developing an interpretive plan for a Sanctuary Scenic Trail. The process is being guided through a technical assistance grant award from the National Parks Service. The process entails conducting a number of workshops on messages, stories, and exhibit concepts. The National Parks Service has made the Head of Interpretation for Pt. Reyes National Seashore available as the workshop facilitator. In parallel with the interpretation program planning activities, staff is in the process of creating an inventory of public access trail systems and trail gaps, and meeting with affected jurisdictions to draft a conceptual route.

In addition, on March 24, 1998 your Board accepted \$35,000 in grant funds from California Resources Agency Coastal Resources Grant Program, and authorized the County Administrative Office to issue an invitation to the art and design community, and to consultants, consultant groups, and consultant teams to submit proposals responsive to the work plan to design and demonstrate a comprehensive interpretive and directional **signage** program along the core area of the proposed Sanctuary Scenic Trail.

The Inter-Agency Task Force recognizes that staff resources available through the County of Santa Cruz are not sufficient to move this project forward as quickly as would be desired to take full advantage of the technical assistance offered through the National Parks Service, and to implement the Resources Agency grant program in a timely manner. Therefore, staff has solicited a proposal from a local consultant to act as project manager on a temporary basis. The proposed scope of services will cost \$4,300, and includes tasks such as conducting two workshops in conjunction with the National Parks Service Technical Assistance grant and with the Scenic Trail Working Group; conducting a mini-workshop with members of the historical resources community; conducting an opportunities and constraints analysis for defining the trail

route, and possibilities for exhibits; preparing the Requests for Proposals; assistance in evaluating the proposals received; and facilitating the design demonstration. Monies are available in the trust fund, which was established to accept Task Force member contributions to fund this proposal. As this represents no cost to the County, the Task Force recommends that your Board approve the attached independent services contract with Donna E. Meyers to provide assistance with the Scenic Trail project.

### **Sanctuary Seal Program**

In our report on March 24, 1998, this office provided your Board with an update on the Sanctuary Seal Program. Currently, the primary activity is to learn if a Sanctuary-oriented education and training program targeted to local businesses is an appropriate vehicle to encourage conservation and protection of the Sanctuary, and to involve businesses in activities that enhance our community's positioning as the Gateway to the Monterey Bay National Marine Sanctuary. The update reported that the Task Force was in the process of investigating the feasibility of contracting with a firm that specializes in developing survey instruments and conducting focus groups to assist the efforts to determine if this is an appropriate program direction. Staff was to return to your Board with further recommendations in this regard.

The Inter-Agency Task Force has concurred that this is an appropriate direction, and staff has solicited a proposal from a local consultant to conduct the focus group process. The scope of work entails the design of the survey instrument and discussion guide, the coordination and facilitation of the focus groups (2, with 12-14 participants each), and an analysis of the results, and a written summary of recommendations. The cost of these services is \$3,700. Monies are available in the trust fund, which was established to accept Task Force member contributions to fund this proposal. As this represents no cost to the County, the Task Force recommends that your Board approve the attached independent services contract with Howard Sherer of Hutton/Sherer to provide services to the Sanctuary Seal project.

It is therefore RECOMMENDED that your Board:

1. Accept and file the Discovery/Visitor Center Analysis developed by GarLin Productions, and authorize staff to submit the final report to the federal Economic Development Administration to satisfy the County's contractual agreement with that agency;
2. Adopt the attached resolution accepting and appropriating unanticipated revenue in the amount of \$8,000;
3. Approve an independent services contract with Donna E. Meyers, in the amount of \$4,300 to provide project management assistance to the Sanctuary Trail Program, and an independent services contract with Howard Sherer, Hutton/Sherer, in the amount of \$3,700 to provide focus group expertise to the Sanctuary Seal program, and;

4. Authorize the County Administrative Officer to sign the contracts on behalf of the County of Santa Cruz, and to take any other actions that are required with regard to these agreements.

Very truly yours,



SUSAN A. MAURIELLO  
County Administrative Officer

cc: Sanctuary Inter-Agency Task Force  
Donna E. Meyers  
Howard Sherer

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from the Sanctuary Inter-Agency Task Force for Sanctuary-related projects program; and

WHEREAS, the County is recipient of funds in the amount of \$ 8,000.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 8,000.00 into Department County Administrative Office

<u>T/C</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
	<b>181000</b>	<b>1134</b>	<b>Other Contributions</b>	<b>\$8,000.00</b>

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
	<b>181000</b>	<b>3665</b>		<b>Spec &amp; Prof Services</b>	<b>\$8,000.00</b>

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By: Susan A. Mariello  
Department Head

Date 5/21/98

COUNTY ADMINISTRATIVE OFFICER

  *RP*  

Recommended to Board

Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval ):

AYES:           SUPERVISORS  
NOES:           SUPERVISORS  
ABSENT:        SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

*Henry C. Oberstrom*  
County Counsel    12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

*P. Silbaugh*    5-21-98  
Auditor-Controller

**Distribution:**

- Auditor-Controller
- County Counsel
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

215

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

FROM: County Administrative Office (Dept.)  
Susan Redman (Signature) 5/21/98 (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 Administrative Office (Agency)  
and, Howard Sherer, Hutton Sherer, 2851-C Research Park Drive, Soquel, CA 95073 (Name & Address)

2. The agreement will provide focus group expertise to the Sanctuary Seal Project of the  
Sanctuary Inter-Agency Task Force

3. The agreement is needed, because the County cannot provide this service

4. Period of the agreement is from June 2, 1998 to December 30, 1998

5. Anticipated cost is \$ 3,700.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: BOS Approval 6/2/98 Item #:

7. Appropriations are budgeted in 181000 (Index#) (3 6 u 5 b o b j e c t)

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

Appropriations are available and have been encumbered. CO 71645 Date 5/21/98  
are not available and will be encumbered. NO

GARY A. KNUTSON, Auditor - Controller

By F. S. [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
County Administrative Officer to execute the same on behalf of the County of Santa Cruz,

County Administrative Office (Agency).

County Administrative Officer

Remarks: [Signature] (Analyst)

By [Signature] Date 5/21/98

Agreement approved as to form. Date \_\_\_\_\_

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

\* To Orig. Dept. if rejected.

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 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 Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 2nd day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Howard Sherer, Hutton/Sherer, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

A. CONTRACTOR shall provide the services described in Attachment "A" (Scope of Work and Budget) attached hereto, during the term of this agreement.

B. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this agreement at the earliest possible date.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing the scope of work contained in Attachment A, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the County Administrative Office in accordance with Exhibit "A", (Scope of Work and Budget), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$3,700. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz % Susan Pearlman, Sr. Administrative Analyst, County Administrative Office, 701 Ocean Street, Room 520, Santa Cruz, CA 95060. All claims must include amount requested and objectives completed.

3. TERM. The term of this contract shall be: June 2, 1998 through December 30, 1998, unless sooner terminated in accordance with paragraph 4.

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   H  /  \_\_\_\_\_  

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, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here   H  /  \_\_\_\_\_  .

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY / \_\_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers

are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Susan Pearlman, Sr. Administrative Analyst, County of Santa Cruz, 701 Ocean Street, Room 520, 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 coverages. All Certificates of Insurance shall be delivered or sent to: Susan Pearlman, Sr. Administrative Analyst, County of Santa Cruz, 701 Ocean Street, Room 520, Santa Cruz, CA 95060.

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, mental or physical disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, 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.

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, mental or physical disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), 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) 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.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15)

employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an-independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than three (3) 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 three (3) years after final payment under this Agreement.

10. 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.


11. ATTACHMENTS. This Agreement includes the following attachments: "A", Scope of Work and Budget.

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

COUNTY OF SANTA CRUZ

HOWARD SHERER

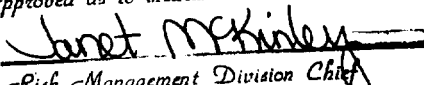
By: \_\_\_\_\_  
Susan A. Mauriello  
County Administrative Officer

By:  \_\_\_\_\_  
Howard Sherer  
2851 -C Research Park Drive  
Soquel, CA 95073  
408/479-0103

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
County Counsel

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

*Approved as to insurance*  
By:  \_\_\_\_\_  
*Risk Management Division Chief*

*Date 5-20-98*

Attachment A  
Scope of Work and Budget

Task One: In consultation with Sanctuary Seal Program representatives, design a survey instrument and discussion guide for focus groups

cost: \$1,100

Task Two: Advise Sanctuary Seal Program representatives in methods to acquire focus group participants, make meeting room and hospitality arrangements, and coordinate and facilitate focus groups (2 groups of 12-14 participants each)

cost: \$1,100

Task Three: Prepare and analysis of the results, and provide a written report of the summary and recommendations.

cost: \$1,500

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:


16 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 CONTRACTOR'S 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 00,000.00 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 \_\_\_\_\_

COUNTY OF SANTA CRUZ

\_\_\_\_\_

By  CONTRACTOR

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

223

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

FROM: County Administrative Office (Dept.)  
Susan Rechner (Signature) 5/21/98 t e ]

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 Administrative Office (Agency:  
and Donna E. Meyers, 204 Laguna Street, Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide project management assistance for the Sanctuary Trail Project  
of the Sanctuary Inter-Agency Task Force

3. The agreement is needed. because the County cannot Provide this service

4. Period of the agreement is from June 2, 1998 to December 20, 1992

5. Anticipated cost is \$ \$4,300.00 (Fixed amount; Monthly rate; Not to exceed  
XXXXXXXXXXXXXXXXXXXX)

6. Remarks: BOS Approval 6/2/98 Item #:

7. Appropriations are budgeted in 181000 (Index#) 366 (Subject)

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

Appropriations are available and have been encumbered. Contract No. C071644 Date 5/21/98  
are not available and will be encumbered.  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
County Administrative Officer to execute the same on behalf of the County of Santa Cruz.  
County Administrative Office (Agency). [Signature] County Administrative Officer

Remarks: no (Analyst) [Signature] Date 5/21/98

Agreement approved as to form. Date \_\_\_\_\_

- Distribution: .  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - [initials]  
Co. Admin. Officer - Conroy  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

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 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 Officer by an order filed  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

39

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 2nd day of June, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Donna E. Meyers, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

A. CONTRACTOR shall provide the services described in Attachment "A" (Scope of Work and Budget) attached hereto, during the term of this agreement.

B. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this agreement at the earliest possible date.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing the scope of work contained in Attachment A, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the County Administrative Office in accordance with Exhibit "A", (Scope of Work and Budget), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$4,300. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz % Susan Pearlman, Sr. Administrative Analyst, County Administrative Office, 701 Ocean Street, Room 520, Santa Cruz, CA 95060. All claims must include amount requested and objectives completed.

3. TERM. Term of this contract shall be: June 2, 1998 through December 20, 1998, unless sooner terminated in accordance with paragraph 4.

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 DYM/

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 DYM.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here DYM/

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability,

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_\_ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_\_

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County

of Santa Cruz.”

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Susan Pearlman, Sr. Administrative Analyst, County of Santa Cruz, 701 Ocean Street, Room 520, 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 coverages. All Certificates of Insurance shall be delivered or sent to: Susan Pearlman, Sr. Administrative Analyst, County of Santa Cruz, 701 Ocean Street, Room 520, Santa Cruz, CA 95060.

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, mental or physical disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, 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.

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, mental or physical disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), 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) 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.

(3) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than three (3) 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 three (3) years after final payment under this Agreement.

10. 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.

11. ATTACHMENTS. This Agreement includes the following attachments: A: Scope of Work and Budget.



Attachment A  
Scope of Work and Budget

Task One: Conduct 2 workshops in conjunction with the National Park Service Technical Assistant Grant. These workshops will address audience and media. Conduct one mini-workshop with the historical resources community. Gather data and information necessary for workshop facilitation. Provide a summary of workshop results.

Cost: \$2,300

Task Two: Assist in conducting opportunities and constraints analysis for defining actual trail route, associated infrastructure needs, exhibit opportunities, and opportunities for participation by the agencies who have jurisdiction along the proposed trail route. Develop brief summary of findings.

cost: \$1,000

Task Three: Prepare a Request for Proposal to attract a design team to plan, design and demonstrate a comprehensive interpretive and directional signage program along the core area of a Monterey Bay National Marine Sanctuary coastal multi use trail system in the Santa Cruz area. Develop a list of design firms to receive the RFP, assist in the selection of the consultant team, and facilitate the location of the demonstration element.

cost: \$1,000



MENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Paragraph 6A(2) of Contract No. \_\_\_\_\_ dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR) is amended to read as follows:


Reduction in Reuirements

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 CONTRACTOR'S 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 00,000.00 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 \_\_\_\_\_

COUNTY OF SANTA CRUZ

\_\_\_\_\_

BY:  CONTRACTOR  
↓

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. \_\_\_\_, dated \_\_\_\_\_, by and between County of Santa Cruz (hereinafter called COUNTY) and \_\_\_\_\_(hereinafter called CONTRACTOR) is amended to read as follows:

- / - . 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

- / - . 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

DUM 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: \_\_\_\_\_.  
In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

COUNTY OF SANTA CRUZ

\_\_\_\_\_

By [Signature] CONTRACTOR