

PARKS, OPEN SPACE AND
CULTURAL SERVICES



COUNTY OF SANTA CRUZ

BARRY C. SAMUEL
DIRECTOR

(408) 462-8300
FAX (408) 462-8330
TDD (408) 454-1 453

9000 SOQUEL AVE., SUITE 101 SANTA CRUZ, CALIFORNIA 95062

May 11, 1998

AGENDA: JUNE 2, 1998

BOARD OF SUPERVISORS

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

SUBJECT: OFF-ROAD VEHICLE FUND - BUZZARD LAGOON

Dear Members of the Board:

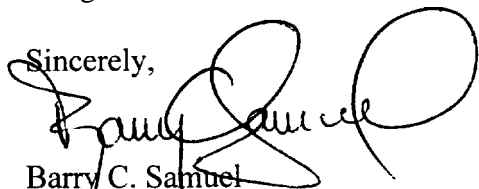
On June 21, 1996, your Board authorized the Parks Department Director to enter into an agreement with State Parks to provide \$5,000 from the County's off-road vehicle fund to implement Phase Three of the Buzzard Lagoon Revegetation Project. The actual term of the agreement is December 10, 1996, through June 30, 1998.

Phase Three of the Buzzard Lagoon off-road vehicle restoration work includes: revegetation of approximately 6-acres of land damaged by the off-road vehicle use. To accomplish this work, State Parks has hired the firm of C-12 Restoration. The responsibilities for C-12 Restoration included: collecting, propagating, and installing 500 native plants. To date, C-12 Restoration has propagated and installed 300 native plants. In consideration that the actual installation of the plant material can only be done during the cool, wet season for optimum survival, State Parks is requesting that this agreement be extended to June 30, 1999, to include one additional planting season for completing the project.

The attached Amendment will extend the term of the current agreement to June 30, 1999, to facilitate the additional planting season to complete the project. Funding for the project, in the amount of \$5,000, has been encumbered for fiscal year 1997/98. No additional funding will be required to complete the project. This item will need to be placed on the list of continuing agreements for fiscal year 1998/99.

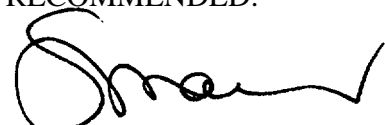
It is therefore RECOMMENDED that your Board approve an amendment to the agreement with State Parks, to extend the term of their agreement to June 30, 1999, for the completion of Phase Three of the Buzzard Lagoon Revegetation Project, and authorize the Director of County Parks to sign the amendment on behalf of the County.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



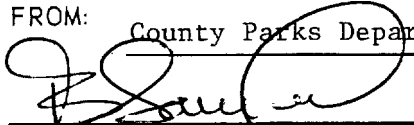
SUSAN A. MAURIELLO
County Administrative Officer

cc: Auditor-Controller
County Counsel
CAO
State Parks
County Parks

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

489

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

FROM: County Parks Department (Dept.)
 (Signature) 5/11/98 (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 of Santa Cruz - Parks Department (Agency)
and California Department of Parks and Recreation (Name & Address)
2. The agreement will provide for the revegetation of approximately 6-acres of land damaged by the
off-road vehicle use at Buzzard Lagoon.

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

4. Period of the agreement is from July 1, 1998 to June 30, 1999

5. Anticipated cost is \$ -0- No new costs (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Funding for the project in the amount of \$5,000 has been encumbered for fiscal
year 1997/98. item to be placed on the list of continuing agreements for fiscal
year 1998/99.

7. Appropriations are budgeted in XXXXXX 1 3 4 9 3 6 (Index#) 3740 (Subobject)

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

Appropriation 61382 available and have been encumbered. Contract No. _____ Date 5/13/98
are not will be
N/A ext. of terms only
GARY A. KNUTSON, Auditor - Controller
By _____ Deputy

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

Remarks: _____ (Analyst)
By  Date 5/18/98
County Administrative Officer

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Conroy
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 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

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AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 21, 1996, by and between the COUNTY OF SANTA CRUZ, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, by extending the term of the Agreement from June 30, 1998 to June 30, 1999, as requested in Attachment 1.

All other provisions of said Agreement shall remain the same.

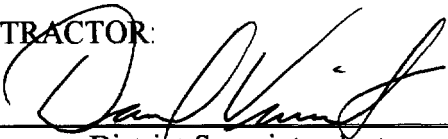
Dated: _____

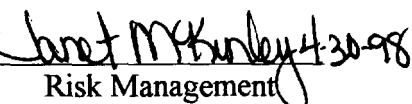
COUNTY OF SANTA CRUZ

By: _____
Director of POSCS

CONTRACTOR:

Approved as to Insurance:

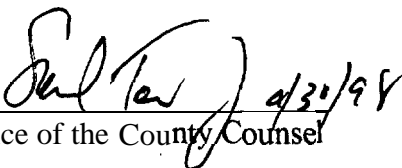
By: 
District Superintendent

BY:  4-30-98
Risk Management

Santa Cruz District
California Department of
Parks And Recreation

Telephone: (408) 429-2867

Approved as to form:

By:  4/30/98
Office of the County Counsel

Attachments: Attachment 1 Letter Requesting Contract Extension
Attachment 2 Agreement No. 6 13 82

DISTRIBUTION: County Administrative Office
Auditor-Controller
Office of the County Counsel
Risk Management
California Department of Parks and Recreation

Agreement #: 61382

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 21, 1996, by and between the COUNTY OF SANTA CRUZ, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, by extending the term of the Agreement from June 30, 1998 to June 30, 1999, as requested in Attachment 1.

All other provisions of said Agreement shall remain the same.

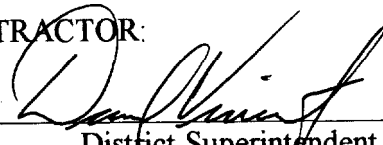
Dated: _____

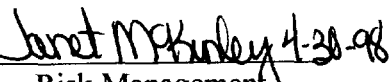
COUNTY OF SANTA CRUZ

By: _____
Director of POSCS

CONTRACTOR:

Approved as to Insurance:

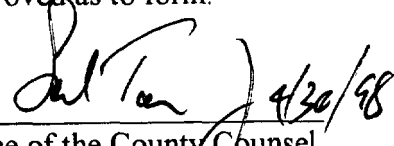
By: 
District Superintendent

BY:  4-30-98
Risk Management

Santa Cruz District
California Department of
Parks And Recreation

Telephone: (408) 429-2867

Approved as to form:

By:  4/30/98
Office of the County Counsel

Attachments: Attachment 1 Letter Requesting Contract Extension
Attachment 2 Agreement No. 61382

DISTRIBUTION: County Administrative Office
Auditor-Controller
Office of the County Counsel
Risk Management
California Department of Parks and Recreation

Agreement #: 61382

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 21, 1996, by and between the COUNTY OF SANTA CRUZ, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, by extending the term of the Agreement from June 30, 1998 to June 30, 1999, as requested in Attachment I.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____
Director of POSCS

CONTRACTOR:

Approved as to Insurance:

By: _____
District Superintendent

BY: Janet McKinley 4-30-98
Risk Management

Santa Cruz District
California Department of
Parks And Recreation

Telephone: (408) 429-2867

Approves to form:

By: Samuel Tan 9/30/98
Office of the County Counsel

Attachments: Attachment 1 Letter Requesting Contract Extension
Attachment 2 Agreement No. 61382

DISTRIBUTION: County Administrative Office
Auditor-Controller
Office of the County Counsel
Risk Management
California Department of Parks and Recreation

Agreement #: 61382

DEPARTMENT OF PARKS AND RECREATION



600 Ocean St.
Santa Cruz, CA 95060

Robert E. Olson
County of Santa Cruz, Parks, Open Space and Cultural Services
9000 Soquel Ave. Suite IO I
Santa Cruz, CA 95062

Dear Mr. Olson

Independent Contractor Agreement Number 6 1382 for the Restoration of Buzzard Lagoon was entered into on June 21, 1996. The fully executed contract was forwarded to California State Parks on January 7, 1997,

The intent of the contract was to provide for two propagating and planting seasons. However, the January 7, 1997 forwarding date eliminated any work during the fall, 1996 planting season.

The contract terminates on June 30, 1998. We are requesting that the contract be extended until June 30, 1999 to accommodate a second planting season.

Sincerely,

A handwritten signature in cursive script, appearing to read "George Gray".

George Gray
District Ecologist

cc: Sheila Branon
Lynn Anderson

Contract No. 6 1382INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 21 day of June, 1996, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, hereinafter called CONTRACTOR.

Recital

WHEREAS, the State Vehicle Code Section 38240.1, Damage From Off-Highway Vehicles Use of Fees permits the utilization of funds collected under Section 3 8240 for reconstructing and repairing damage caused by the use of off-highway vehicles on property where the operation of those vehicles is prohibited by Federal, State or Local laws;

WHEREAS, BUZZARD LAGOON is such a site that has been damaged by off-highway vehicles and is located in Township 10 South, Range 1 East, NW 1/4 of the SW 1/4 of Section 23, M.D.M.;

WHEREAS, BUZZARD LAGOON is owned by the CONTRACTOR, and where such off-highway vehicle use is prohibited;

WHEREAS, the CONTRACTOR has embarked on such project to restore BUZZARD LAGOON;

WHEREAS, State subvention license fees collected by the California Department of Motor Vehicles and remitted to COUNTY for off-highway vehicles registered within the boundaries of Santa Cruz County may be used to fund reconstruction and repair projects associated with damage caused by off-highway motor vehicles;

NOW, THEREFORE, it is agreed as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the installation of approximately 500 native trees and shrubs on the 6 acres of land damaged by off-road vehicles as indicated on Exhibit 1 (Request for Proposal) and as modified by EXHIBIT 2 (Proposal Application) to the AGREEMENT. Such action by the CONTRACTOR will restore native vegetation to the designated area previously degraded by off-highway vehicle access to the site.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not-to-exceed \$5,000.00. Upon receipt of claims to the Santa Cruz County Department of Parks, Open Space, and Cultural Services, 9000 Soquel Avenue, Suite 101, Santa Cruz, California 95062, for the purchasing of native plant material, planting, labor and supplies, the CONTRACTOR shall be reimbursed for costs not-to-exceed \$5,000.00 associated with the installation of 500 1-gallon native trees and shrubs as stated herein. The COUNTY shall make two reimbursement payments; (a) At 50% completion of the

construction restoration work, and (b) At 100% completion of the construction restoration work after the final site review by the County Parks, Open Space and Cultural Services Department.

3. TERM. The **term of** this contract shall be **from** December 10, 1996, and shall terminate with final payment associated with said work or on June 30, 1998, which ever occurs first. This contract may be extended upon mutual agreement by both parties.

4. EARLY TERMINATION. Either party hereto may terminate this AGREEMENT at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and **requirements**. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here . / ..

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing- here _____

(2) Automobile Liability Insurance for each of **CONTRACTOR'S** vehicles used in the'

performance of this **Agreement**, including owned, non-owned (e.g. Owned by **CONTRACTOR'S** 496 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
_____ / _____.

(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 "Claim 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 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:

Bob Olson, Park Planner
Parks, Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa **Cruz**, California 95062"

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:

Bob Olson, Park Planner
Parks, Open Space and Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062

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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, physical or mental disability, medical condition (cancer related), marital status, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training (including apprenticeship), 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 CONTRACTORS, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental 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 are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall **furnish** COUNTY **Affirmative** Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clause of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have

reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is 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 district 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 an employer-employee relationship; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

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

10. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after **final** payment under this Agreement or until a **final** audit report is accepted by COUNTY, whichever occurs **first**. CONTRACTOR hereby agrees to be subject to the examination **and audit** by the Santa **Cruz** County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa **Cruz** County Code, which by this reference is incorporated herein.

12. **ATTACHMENTS.** This Agreement includes the following attachments:

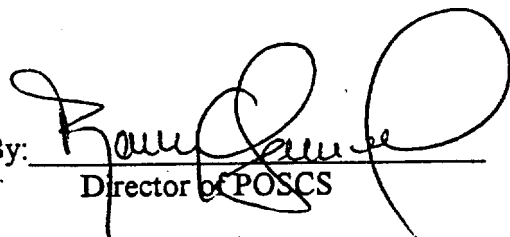
EXHIBIT 1- REQUEST FOR PROPOSAL

EXHIBIT 2 - PROPOSAL APPLICATION FOR THE REVEGETATION OF
THE BUZZARD LAGOON OFF-ROAD VEHICLE ACCESS ROADS

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

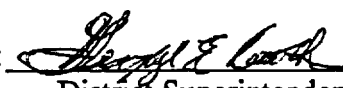
COUNTY OF SANTA CRUZ

CONTRACTOR:
CALIFORNIA DEPARTMENT OF
PARKS AND RECREATION

By: 
Director of POSCS

Department of Parks, Open Space
And Cultural Services
9000 Soquel Avenue, Suite 101
Santa Cruz, California 95062

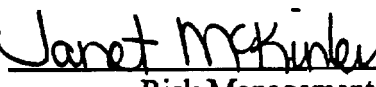
(408) 462-8300 FAX 462-8330

By: 
District Superintendent

Santa Cruz District
California Department of
Parks And Recreation
600 Ocean Street
Santa Cruz, California 95060

(408) 429-2867 FAX 429-2876

APPROVED AS TO INSURANCE:

By:  12-2-96
Risk Management

APPROVED AS TO FORM:

By:  12-3-96
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
California Department of Parks and Recreation