

REDEVELOPMENT AGENCY

GOVERNMENTAL CENTER
TOM BURNS
AGENCY ADMINISTRATOR

**COUNTY OF SANTA CRUZ**

701 OCEAN STREET, ROOM 510 SANTA CRUZ, CALIFORNIA 95060-4000
PHONE (408) 454-2280 FAX (408) 454-3420 TDD (408) 454-2123

May 22, 1998

Agenda: June 2, 1998

Board of Directors
County of Santa Cruz Redevelopment Agency
701 Ocean Street
Santa Cruz, CA. 95060

Bonita Lagoon Stabilization

Dear Members of the Board:

In September of 1992 your Board approved construction of the 14th Avenue/Bonita Lagoon Storm Drainage Improvements. As part of that action and in response to concerns of area residents regarding the potential for the project to increase flows to Bonita Lagoon and possibly undermine the protective berm on its ocean frontage, the Board approved setting aside up to \$15,000 for the purpose of maintaining the stability of the backshore berm of Bonita Lagoon. Since that time, there have been numerous discussions with interested neighbors and State Parks, the owner of the property. Recently, a renewed interest has resulted in the State proposing a formal plan for re-vegetating the area of concern adjacent to Bonita Lagoon.

In order for the State to proceed with the proposed restoration efforts, they have requested the Agency to enter into an agreement to provide for reimbursing the State for its labor, materials and overhead. An agreement to accomplish this work has been drafted and is attached to this letter. The agreement would be effective July 1, 1998 and is contingent on the Board approving funding included within the Proposed 1998-99 Budget.

It is therefore **RECOMMENDED** that your Board, as the Board of Directors of the Redevelopment Agency, authorize the RDA Administrator to sign the attached agreement with State Parks to accomplish the work described above, contingent upon approval of funding which is included in the Proposed RDA 1998-99 Budget.

Very truly yours,

Tom Burns
Redevelopment Agency Administrator

RECOMMENDED:

Susan A. Mauriello
Redevelopment Agency Director

attachment

cc: RDA
S:\BONITA.WPD

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this first day of July, 1998, 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 County of Santa Cruz has allocated **funding** for the restoration of the mouth of Bonita Lagoon; and

WHEREAS, the California Department of Parks and Recreation has prepared a restoration plan for Bonita Lagoon:

NOW, THEREFORE, it is agreed as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the installation of approximately 1,500 native plants with various protective and containment structures as indicated in Exhibit 1 of the AGREEMENT. Such action by the CONTRACTOR will restore native vegetation to an area at risk due to the construction of various storm drain facilities in the Bonita Lagoon watershed.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR an amount not to exceed \$10,000. Upon receipt of claims to the Santa Cruz Redevelopment Agency, Room 510, 701 Ocean, Santa Cruz 95060 for labor and the purchase of supplies, the CONTRACTOR shall be reimbursed for costs not to exceed \$10,000. COUNTY agrees that the CONTRACTOR may claim 10% of the cost of the contract to administer the project. The COUNTY shall make two reimbursement payments: (a) At 50% completion of the restoration work and (b) At 100% completion of the restoration work after the final site review.
3. TERM. Term of this contract shall be from July 1, 1998 and shall terminate with final payment associated with said work on April 30, 2000, which ever occurs first. This contract may be extended upon mutual agreement of 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. COUNTY recognizes that the CONTRACTOR, being a Department of the State of California, is self insured. CONTRACTOR shall not **subcontract** any portion of this agreement.
7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of the Agreement, CONTRACTOR agrees as follows:

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, 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, and notice setting forth the provision of this non-discrimination clause.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factor below and agree that CONTRACTOR is responsible for **all** insurance (worker's compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted 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 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 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 provision 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 - BONITA LAGOON RESTORATION PLAN
 - EXHIBIT 2 - BONITA LAGOON PLANTING ZONE MAP

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

COUNTY OF SANTA CRUZ

CONTRACTOR
CALIFORNIA DEPARMENT OF
PARKS AND RECREATION

By: _____ Date: _____
Redevelopment Agency Administrator

By: _____ Date: _____
District Superintendent
Santa Cruz District
600 Ocean Street
Santa Cruz, CA 95060

(408) 429-2850
FAX (408) 429-2876

APPROVED AS TO INSURANCE:

By: _____ Date: _____
Risk Management

APPROVED AS TO FORM:

By: John M. Scott : 5-14-98
County Counsel

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

EXHIBIT 1

BONITA LAGOON RESTORATION PLAN

Between July 1, 1998 and April 30, 2000, approximately 1,500 native plants will be planted in two zones as shown on the attached map. Plants will be protected with appropriate protective and containment structures. The plants and planting zones are:

		Present	Planting Zone
<i>Distichlis spicata</i>	Salt grass	X	1
<i>Leymus mollis</i>			1,2
<i>Abronia latifolia</i>	Yellow sand verbena	X	1
<i>Oenothera cheiranthifolia</i> (<i>Camissonia</i>)	Beach primrose		1,2
<i>Carex pansa</i>			2
<i>Artemisia pycnocephala</i>			1,2
<i>Grindelia stricta</i>	Gumweed	X	2
<i>Fragaria chiloensis</i>	Beach strawberry		2
<i>Eriogonum latifolium</i>	Buckwheat		2
<i>Juncus sp.</i>			2
<i>Dudleya farinosa</i>	Sea Lettuce		2

TWIN LAKES
BONITA LAGOON RESTORATION PROJECT
PLANTING ZONES
AVE

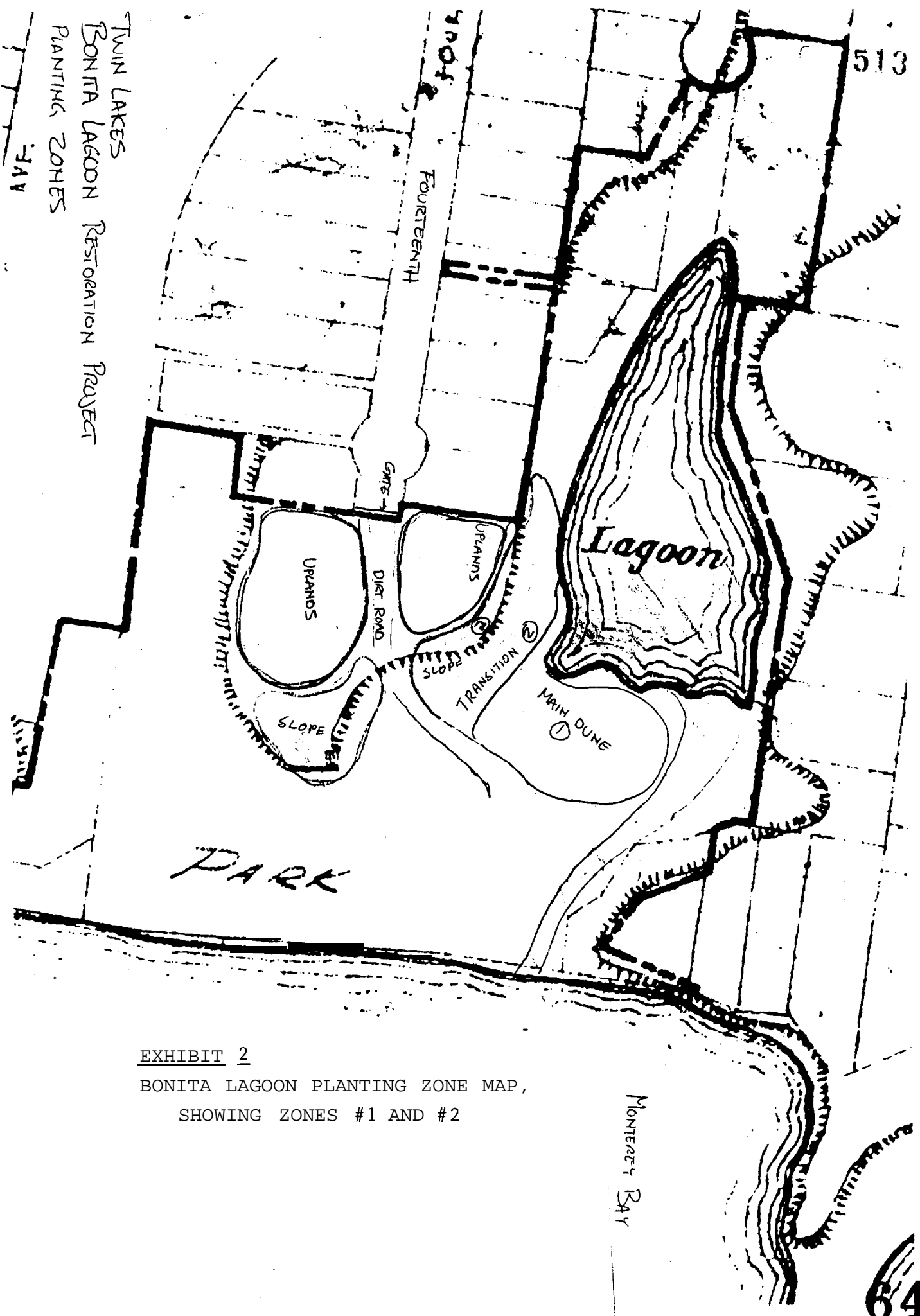


EXHIBIT 2
BONITA LAGOON PLANTING ZONE MAP,
SHOWING ZONES #1 AND #2

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

514

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

REDEVELOPMENT PMENT (Dept.)
[Signature] (Signature) 5/18/98 (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 SANTA CRUZ COUNTY REDEVELOPMENT AGENCY (Agency)
and CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, 600 Ocean St., Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide Planting and berm stabilization at Bonita Lagoon.

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

4. Period of the agreement is from July 1, 1998 to April 30, 2000

5. Anticipated cost is \$ 10,000.00 ~~XXXXXXXXXXXXXXXXXXXX~~; Not to exceed

6. Remarks: Subject to approval of proposed 98-99 budget.

7. Appropriations are budgeted in 613.124 (Index#) 9842 (Subobjec

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

Appropriations are not available and will be encumbered. Contract No. 81695 Date 5/19/98
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 Agency Administrator to execute the same on behalf of the County of Santa Cruz
Redevelopment Agency (Agency). County Administrative Officer

Remarks: _____ (Analyst) By [Signature] Date 5-31-98

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.
64
ADM - 29 (6195)

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