



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

(831) 454-7900 FAX: (831) 454-7940 TDD: (831) 454-7978

BARRY C. SAMUEL, DIRECTOR

March 5, 1999

AGENDA: MARCH 23, 1999

BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

SUBJECT: JOSE AVENUE PARK ARTIST CONTRACT

Dear Members of the Board:

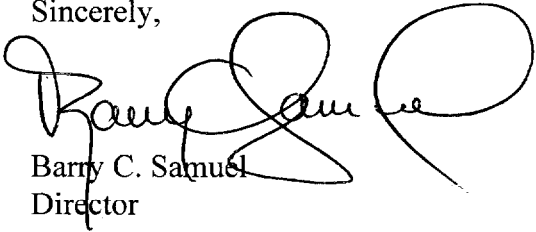
On February 2, 1999, your Board directed the Department of Parks, Open Space and Cultural Services, in consultation with the Redevelopment Agency, to negotiate a \$13,000 contract with artists Sandra Whiting and Barbara Abbott, for the installation of the "Great Blue Heron Walkway", at Jose Avenue Park.

Attached for your consideration is a contract between the County of Santa Cruz, and Sandra Whiting and Barbara Abbott. The contract details the scope of work (Exhibit A) and payment schedule for the installation of the "Great Blue Heron Walkway" at Jose Avenue Park. We are very excited about this public art component for the Park and look forward to its installation.

It is therefore RECOMMENDED that your Board:

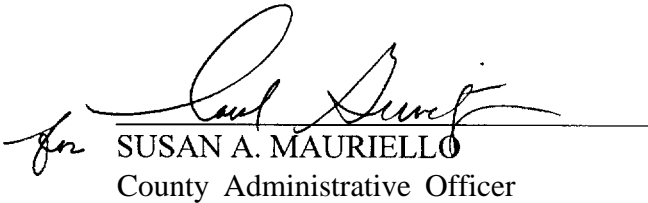
1. Approve a contract with Sandra Whiting and Barbara Abbott, for art work at Jose Avenue Park for \$13 ,000.00 and authorize the Director of County Parks to execute the contract on behalf of the County.
2. Authorize the Park's Director to accept work and approve payments as detailed in the Payment Schedule.

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Contract
 Exhibit A
 Payment Schedule
 ADM-29
 AUD60

cc: County Counsel
 Auditor-Controller
 CAO
 RDA
 Parks
 Contractor

INDEPENDENT CONTRACTOR (ARTIST) CONTRACT
-JOSE AVENUE PARK-

THIS CONTRACT is entered into this 25th day of March, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Sandra Whiting and Barbara Abbott, hereinafter called ARTISTS.

Whereas, the COUNTY established a Percent for Arts Program on April 2, 1991, requiring that up to 2% of the construction cost of a project be used to integrate public art into the project, enhancing the development of those public sites; and

Whereas, the Percent for Arts component of the Jose Avenue Park has a budget for an amount not-to-exceed \$13 ,000.00.

Whereas, the ARTISTS have been selected pursuant to procedures adopted by the COUNTY to design, fabricate, deliver, and install the art work, hereinafter called WORK, on such terms and conditions as hereinafter follow:

Therefore, the parties agree as follows:

1. **DUTIES.** ARTISTS agrees to:
 - a) Complete fabrication and installation of approved art elements as detailed in Exhibit A within 180 calendar days of execution of this contract.
 - b) Bear all risk of destruction, or damage to, the WORK or any part thereof from any cause whatsoever until delivery, installation, unless undertaken or caused by the County's General Contractor, and written acceptance of the WORK by the COUNTY. The ARTISTS, at their expense, shall rebuild, repair, restore and make good all such damage to any portion of the WORK.
 - c) Provide services that will meet the demands of this Contract and therefore shall not engage to render services to other clients that may conflict with the demands of this Contract.
 - d) During fabrication, the ARTISTS will allow the Director of the County Department of Parks, Open Space and Cultural Services or designee to access the WORK in progress for review.
 - e) Hold discussions on the WORK with general public, elected officials and/or press/media representatives in special meetings scheduled for this purpose.

2. **COMPENSATION.** In consideration for ARTISTS accomplishing said result, COUNTY agrees to pay the ARTISTS as indicated in the Scope of Work, attached as Exhibit A.

It is understood that total compensation for all services and deliverables in this Contract, as detailed in Exhibit A, shall not exceed \$13,000.00.

All requests for payment shall be submitted to the Santa Cruz County Department of Parks, Open Space, and Cultural Services (POSCS) attn: Director, and must be accompanied by a detailed invoice.

COUNTY agrees to exercise due diligence in the payment of invoices received from the ARTISTS provided no claims have been made against the WORK. If a claim(s) has been filed against the WORK within 35 days of acceptance, final payment will be withheld until COUNTY can ascertain the basis and amount of said claim. COUNTY will consider and determine the claim(s) and it will be the responsibility of the ARTISTS to furnish information and details as may be required by the COUNTY to determine the facts or contentions involved in the claim(s). Failure to submit such information within 60 days of being notified by the COUNTY will be sufficient action for denying final payment. Furthermore, COUNTY may use the final payment to pay any outstanding claim(s). The County shall pay approved invoices within 30 days of invoice date.

3. **TERM.** The term of this Contract shall be for twelve (12) months from the date of execution of this Contract or until the WORK described herein is installed as indicated in Exhibit A. This Contract may be extended upon mutual consent by both parties.

4. **RIGHT, TITLE AND INTEREST TO THE WORK.**

- A. All work produced under this CONTRACT shall be the property of the COUNTY. All documents including, but not limited to: reproducible copies of tracings, drawings, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of the creation of the WORK are to be and remain the property of the COUNTY and are to be delivered to the Department of Parks, Open Space and Cultural Services, 979 1 7th Avenue, Santa Cruz, California 95062.
- B. Upon final payment to the ARTISTS selected to prepare the public art work for the Jose Avenue Park, all right, title and interest to the WORK shall become vested in the COUNTY. Any artist not selected to prepare the public art work for the Jose Avenue Park shall retain all right, title and interest to any designs which are rejected by the COUNTY, as well as any incidental designs resulting from the work.

- C. The ARTISTS hereby grants the COUNTY the exclusive right to display the WORK and to loan the WORK to other persons or institutions with authority to display and publicize. The ARTISTS shall retain all copyright and all other rights in and to any art work(s) created under this Agreement, provided that the ARTISTS grants to the COUNTY an irrevocable license to graphically depict the art work in any non-commercial manner whatsoever. For the purpose of this limitation, the graphic depiction of the art work(s) on materials designed to promote the COUNTY shall be deemed to be a non-commercial use.
5. **ADDITIONAL SERVICES.** If authorized by COUNTY, the ARTISTS will provide additional services or items (those provided beyond the basic WORK or services as described herein) which shall be paid by a negotiated fee for such item(s) or service(s).

6. **GUARANTEE, REPAIRS. SAFETY**

- A. The ARTISTS warrant that the WORK will be free of defects in workmanship or materials, including inherent vice, and that the ARTISTS will, at the ARTISTS own expense, remedy any defects due to faulty workmanship or materials, or to inherent vice, which appear within a period of one year from the date when the WORK is finally accepted by the COUNTY. WORK will not require maintenance substantially in excess of that provided by the ARTISTS to the COUNTY as part of Exhibit A. If the WORK should deteriorate because of an inherent vice for one year from the date of the WORK is finally accepted by the COUNTY, the ARTISTS will promptly repair or replace the WORK for the cost of materials and supplies. "Inherent vice" refers to a quality within the material or materials which comprise the WORK which, either alone or in combination, results in the tendency of the WORK to destroy itself.

After the one year guarantee period ARTISTS, if reasonably available, shall be informed and consulted in regard to all major repairs, restoration or alternations of the WORK. ARTISTS shall be allowed to recommend restorative techniques and materials, and shall be given the opportunity to submit proposals for any such repairs and restoration for an appropriate fee. However, the COUNTY has the right to make such repairs to preserve the integrity of the WORK and/or alterations for public safety purposes including removal of the WORK.

- B. Public Safety. The ARTISTS warrants that the WORK will not contain sharp points or edges which the COUNTY deems a danger to the public and agrees to cooperate in making or permitting adjustments to the WORK if necessary to eliminate other hazards which become apparent within one year of the date the WORK is finally accepted by the COUNTY and will comply within the requirements as outlined in the Uniform Building Code.

7. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving 30 days written notice to the other party. In the event the ARTISTS abandon the WORK, defaults on any terms of this Contract or otherwise causes it to be terminated without cause prior to final acceptance of the WORK, the ARTISTS shall not be owed or paid any further compensation by the COUNTY, and shall remit to the COUNTY all sums of money previously paid under the terms of this Contract, with the exception of those sums of money previously paid for the fabrication of the WORK, if ARTISTS turns over a completed WORK to the COUNTY for installation. In the event the COUNTY terminates this Contract without cause, the COUNTY shall only pay the ARTISTS for work completed and materials purchased towards fabrication of the art up to the effective date of the termination.
8. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** ARTISTS shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 8 and 9 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 them 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 ARTISTS' performance under the terms of this contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property of ARTISTS and third person.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to ARTISTS and ARTISTS' officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
9. **INSURANCE.** ARTISTS, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of ARTISTS' insurance coverage and shall not contribute to it.
- A. Types of Insurance and Minimum Limits
- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required if ARTISTS have no employees).

- (2) ARTISTS' vehicles used in the performance of this contract, including owned, non-owned, (e.g., owned by ARTISTS' employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000 combined single limit per accident for bodily injury and property damage.
- (3) ARTISTS shall obtain and maintain Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including bodily injury, personal injury, and broad form property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the ARTISTS' indemnification obligations under this Contract;
 - (b) A cross-liability or severability of interest clause.

B. Other Insurance Provisions

- (1) As to all insurance coverage required herein any deductible or self-insured retention exceeding one percent (1 %) of a company's annual gross earning or \$10,000 (whichever is greater) for an individual shall be disclosed to and be subject to approval by COUNTY Risk Manager, prior to the effective date of this Contract.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, ARTISTS shall maintain such insurance coverage with an effective date earlier or equal to the effective date of the Contract and continue coverage for a period of three years after the expiration of the Contract and any extensions thereof. In lieu of maintaining post-contract expiration coverage as specified above, ARTISTS may satisfy this provision by purchasing tail coverage for the claims made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Contract.
- (3) All required Automobile Liability Insurance, Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy:

"The County of Santa Cruz is hereby added as an additional insured as respects the operation of the named"
- (4) All the insurance required herein shall contain the following

clause:

“It is agreed that this insurance shall not be canceled or non-renewed until thirty (30) days after the COUNTY shall have received written notice of such cancellation or non-renewal. The notice shall be deemed effective the date delivered to the COUNTY as evidenced by properly validated return receipt. Such notice shall be sent to: Department of Parks, Open Space and Cultural Services.

- (5) ARTISTS agree to provide COUNTY at or before the effective date of this Contract with a certification of insurance of the coverage required. The Certificate shall be sent to:

Department of Parks, Open Space and Cultural Services
 Attn: Director
 979 17th Avenue
 Santa Cruz, CA 95062

10. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, ARTISTS agrees as follows:

- A. The ARTISTS 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, sexual orientation, age (over 1 S), veteran status, gender, pregnancy 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 for training (including apprenticeship), employment, upgrading, demotion, or transfer. ‘The ARTISTS 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 Contract provides compensation in excess of \$50,000 to ARTISTS and if ARTISTS employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The ARTISTS shall, in all solicitations or advertisements for employees place by or on behalf of the ARTISTS, 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, sexual orientation, age (over 1 S), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the ARTISTS shall make a good faith effort to, consider Minority/Women/Disabled Owned Business Enterprises

in ARTISTS' solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

- (2) The ARTISTS 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 ARTISTS' non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, said ARTISTS may be declared ineligible for further contracts with the COUNTY.
 - (4) The ARTISTS shall cause the foregoing provisions of Subparagraph 11B. To be inserted in all subcontracts for any work covered under this Contract by a sub-contractor 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.
11. **INDEPENDENT CONTRACTOR STATUS.** ARTISTS and COUNTY have reviewed and considered the principal test and secondary factors below and agree that ARTISTS is an independent contractor and not an employee of COUNTY. ARTISTS are responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. ARTISTS is not entitled to any employee benefits. COUNTY agrees that ARTISTS shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The ARTISTS 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 Contract, COUNTY may exercise over the details of the work is slight rather than substantial; (b) ARTISTS are engaged in a distinct occupation or business; (c) In the locality, the work to be done by ARTISTS are usually done by a specialist without supervision, rather than under the direction of any employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The ARTISTS rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which ARTISTS are engaged is of limited duration rather than indefinite; (g) The method of payment of ARTISTS 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) ARTISTS 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 ARTISTS is an independent contractor.

12. **TITLE AND RISK OF LOSS.** Title to the WORK passes to the COUNTY upon final acceptance of the completed WORK by the COUNTY. The ARTISTS are not responsible for damage occurring during installation of the WORK through the negligence by the COUNTY'S general contractor. The ARTISTS bear the risk of damage to or loss of the WORK until title passes to the COUNTY and shall take all necessary measures to protect the WORK from loss or damage until final acceptance. ARTIST is entitled to full payment for the accepted WORK upon submittal of final invoice to the COUNTY.
13. **NON-ASSIGNMENT OR TRANSFER.** The personal skill, judgement and creativity of the ARTIST is an essential element of this Contract. Therefore, although the parties recognize that the ARTIST may employ qualified personnel to work under ARTISTS' supervision, the ARTISTS shall not assign, transfer or subcontract the creative and artistic portions of the WORK to another party without the prior written consent of the COUNTY.
14. **SUCCESSORS AND ASSIGNS.** The COUNTY and the ARTISTS each binds themselves, partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representative of such other party in respect to all covenants of this Contract. Neither the COUNTY nor the ARTISTS shall assign, sublet or transfer an interest in this Contract without the written consent of the other. In no event shall any contractual relation be created between any third party and the COUNTY.
15. **NON KICK BACK.** The ARTISTS warrants that no person has been employed or retained to solicit or has secured this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee, and that no member of the Arts Commission or Art Selection Panel, has any interest, financially or otherwise, in the ARTISTS' business.
16. **RETENTION AND AUDIT OF RECORDS.** ARTISTS shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by the COUNTY, whichever occurs first. ARTISTS 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 Contract.

- 17. **PRESENTATION OF CLAIMS.** Presentation and processing of any or all claims arising out of or related to this Contract 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.

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

This Contract includes the following attachments:

Exhibit A - Scope of Work.

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

COUNTY OF SANTA CRUZ

By: *[Signature]*
Director

APPROVED AS TO FORM:

By: *Marie Costa 3-11-99*

APPROVED AS TO INSURANCE:

By: *Janet McKinley*
3-11-99

ARTIST:

By: *Sandra Whiting*

Address: 6110 Jason Ct.
City/State: Aptos, CA 95003
Telephone: (831) 479-4891

ARTIST:

By: *B. Abbott*

Address: 71% Crestview Dr.
City/State: San Jose, CA 95117
Telephone: 408/248-0181

EXHIBIT A SCOPE OF WORK

PHASE I - DESIGN DEVELOPMENT OF CONSTRUCTION DOCUMENTS

Upon approval of the conceptual design, time line and budget, for project completion, by the Board of Supervisors, the Artists will proceed to Fabrication and Construction which will include but not be limited to the following:

- A. Conduct a public meeting, in Live Oak, Santa Cruz County, to gather input and materials for the construction of the two herons.
- B. The Artists shall fabricate, cause to be fabricated, and/or oversee construction of the proposed art work in conformity with the specifications approved by the Board of Supervisors. The work shall not deviate in size, design or material from the specifications/proposal unless prior approval for the change has been received in writing from the Director of the Department of Parks, Open Space and Cultural Services.
- C. The Artists shall be responsible for the transportation of the work to the site and for all expenses associated with the transportation and installation of the work.
- D. The Artists shall, in conjunction with the Director of the Department of Parks, Open Space and Cultural Services, or designee, determine the optimal time for the installation of the work. Any change in agreed upon time for installation shall require a written two-week notice by either party.

PAYMENT SCHEDULE

A.	Payment 1 - Contract Execution	
	Upon approval of the contract by the Board of Supervisors	\$3,000
B.	Payment 2 - Artwork Fabrication	
	Upon completion of all steel shop fabrication the Artists may invoice for \$5,000. Artists will supply photographs as support documentation.	\$5,000
C.	Payment 3 - Installation and Final Acceptance	
	Upon completion of installation and acceptance of the work by the County Board of Supervisors, the Artists may invoice for final payment for all funds remaining in the contract.	\$5,000
	CONTRACT TOTAL	\$13,000

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Amica Mutual Insurance Company
Amica Life Insurance Company
Amica General Insurance Agency

NORTHERN CALIFORNIA REGIONAL OFFICE
100 Smith Ranch Road, Suite 120
San Rafael, California 94903-1925
Mail: PO Box 11446, San Rafael, CA 94912-1446



March 9, 1999

County of Santa **Cruz**
Parke and Open **Spaces** and Cultural **Services**
Attn: Barry Samuel
979 17th Ave
Santa **Cruz**, CA 95062

Re: Sandra Whiting
Automobile Policy: 990304-2543

As requested by our insured, we are issuing the **enclosed** Certificate of Insurance.

This Certificate of Insurance neither affirmatively nor negatively amends, extends or **alters** the coverage afforded by the policy **listed** above.

Please contact **us** if we can **assist** further.

Amica Mutual Insurance Company

05C4

(415) 479-4740, Toll Free: 1-888-846-6422, Web Site: www.amica.com
Claims Fax: (415) 479-5240, Underwriting Fax: (415) 479-0695

Amica Mutual Insurance Company
Amica Life Insurance Company
Amica General Insurance Agency

NORTHERN CALIFORNIA REGIONAL OFFICE
100 Smith Ranch Road, Suite 120
San Rafael, California 94903-1925
Mail: PO Box 11446, San Rafael, CA 94912-1446

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COVERAGE CONFIRMATION
March 9, 1999

NAME: Sandra Whiting

POLICY NUMBER: 99030412543

VEHICLE: 1969 Dodge Dart Coatomb Sedan
VEHICLE IDENTIFICATION NUMBER: **LH41B9B401399**
VEHICLE USE: Pleasure
PARKING:

EFFECTIVE DATE OF COVERAGE: March 9, 1999

COVERAGES	LIMITS	
*****	*****	
Liability	\$ 500,000	Each Accident
Medical Payments	\$ 5,000	Each Person
Collision Loss	NOT COVERED	
Uninsured Motorists	\$ 500,000	Each Accident
Other than Collision Loss	ACV Less	NO Deductible
Towing and Labor Coats	NOT COVERED	
*****	*****	
Uninsured Motorists Property Damage		
\$3,500 Each Accident		

05C4

Amy M. Pouliot Agent License No. **0B94752**

(415) 479-4740, Toll Free: 1-888-846-6422, Web Site: www.amica.com
Claims Fax: (415) 479-5240, Underwriting Fax: (415) 479-0695

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

477

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 3/8/99 (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 (Agency)

and Sandra Whiting, 6110 Jason Ct., Aptos, CA 95003; and Barbara Abbott, 778 (Name & Address)
Crestview Dr., San Jose, CA 95117

2. The agreement will provide The installation of the art project, "Great Blue Heron Walkway", for the
Jose Avenue Park

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

4. Period of the agreement is from March 8, 1999 to June 30, 2000

5. Anticipated cost is \$ 13,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Board agenda 3/23/99

7. Appropriations are budgeted in 13497x (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. _____ Date _____
are not will be

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
_____ to execute the same on behalf of the _____

(Agency).

County Administrative Officer

Remarks: [Signature] (Analyst)

By [Signature] Date 3/11/99

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

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 Redevelopment
_____ for Art in Public Places _____ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 13.000 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;

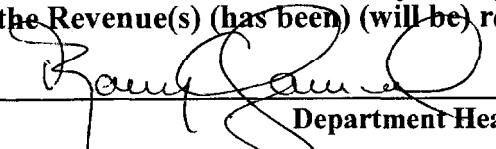
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County
Auditor-Controller accept funds in the amount of \$ 13.000 into
Department Art in Public Places

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
	13497x	2367	Contributions from other Agencies	13,000

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>
	13497x	6610		Jose Ave Park Walkway	13,000

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

By 
Department Head

Date 3/8/99

COUNTY ADMINISTRATIVE OFFICER

 K / 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 A. Oberhelman III
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:

Auditor-Controller

D i s t r i b u t i o n : ,
Auditor-Controller
County Counsel
County Administrative Officer
Originating Department

AUD60 (REV 12/97)

c:\audit\aud60.wpd