
 ASSESSOR'S OFFICE



 COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER
 (831) 454-2002
 ROBERT C. PETERSEN
 ASSESSOR

701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060
 TDD: (831) 454-2123
 FAX: (831) 454-2495

November 30, 1999

Agenda: December 7, 1999

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

Independent Contractor Agreement with Lynx Technologies to Upgrade the
 County's Electronic Parcel Base Map

Dear Members of the Board:

As you are aware, the Assessor's Office and the Planning Department maintain the County's Geographic Information System (GIS). We are currently working with the City of Santa Cruz to improve the accuracy of the parcel base within the City and its water district. This project has several benefits. Once the work has been completed, the City will begin using our parcel layer as the basis for their own GIS, which achieves consistency between our systems. And, the improved accuracy of building and parcel square footage enhances the Assessor's valuation process. The City of Santa Cruz has invested approximately \$34,000 in this project to date.

The final stage of this project includes several processes which digitize, adjust and provide for quality assurance of the improved parcel lines. Attached is a contract with Lynx Technologies to perform the improvement work. Lynx Technologies is the preferred vendor because they have previously done work on the City's GIS and have used our parcel base in projects for the County's Department of Public Works. This project is funded with AB818 property tax loan revenues.

It is therefore RECOMMENDED that your Board approve an Independent Contract Agreement with Lynx Technologies in the amount of \$9,250 to upgrade the County's electronic parcel base map as described in the attached materials, and authorize the Assessor to sign the agreement.

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into 1st day of December, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Lynx Technologies, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: to upgrade the County's electronic parcel base map for areas covering the City of Santa Cruz and the Santa Cruz City Water District. (See attached agreement.)

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: an amount not to exceed \$9,250.00.

3. **TERM** The term of this contract shall be: December 1, 1999 through December 31, 2000.

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 in-

demification 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 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 "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:

Santa Cruz County
Assessor's Office
701 Ocean Street
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:

Santa Cruz County
Assessor's Office
701 Ocean Street
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, physical or mental 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 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, physical or mental 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. 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) 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 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.

(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 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. **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:
Proposal from Lynx Technologies dated October 19, 1999.

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Patricia C. Kelleher

By: Robert C. Petersen
Robert C. Petersen, Assessor

Lynx Technologies
1280 17th Avenue, Suite 101
Santa Cruz, CA 95062

Telephone: 831-763-3697

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 11-4-99
Risk Management

3. APPROVED AS TO FORM:

By: Kim Elizabeth Borkett
County Counsel 11.5.99

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

FMICA

Area of Coverage

The area considered includes the City of Santa Cruz from Western Drive to the Municipal Yacht Harbor

Task 1 - Generate Control

Digitize Street Centerline and generate right-of-way (ROW). The procedure will include:

- 1) Create construction lines at intersections
- 2) Snap to the intersection of these lines to create a construction centerline
- 3) Offset the centerline to generate a construction ROW. Offset to be determined from reported distances taken from current assessors maps (or street database if City has such a file)

Task 2 - Splice Parcel Base Map

Adjust the County parcel file to fit the digital orthophotography. Each block will be handled separately. Construction lines from Task 1 will be used to perform a first order transformation on each block to produce a best fit. Error will be constrained inward and distributed throughout the block. ROW distances will be maintained. The following features will be adjusted:

- 1) Right-of-way
- 2) Property lines
- 3) Political boundaries – Assessor and Planning Layers
- 4) Hydrography (coast line, lagoons, San Lorenzo river)
- 5) Street names
- 6) Assessors parcel numbers

Task 3 - Quality Assurance / Coordinate Check /Parcel Polygon Topology

AutoCAD drawing files will be imported into ArcInfo and the linework will be processed with polygon cleanup and creation utilities. This process will test for parcel closure and identify all dangles (undershoots and overshoots). Node errors will be removed; label errors will be identified and corrected as necessary. A final CLEAN will construct polygon topology. The data will then be imported back into AutoCAD Map. Parcel numbers will be included in the AutoCAD Map file in an object data table.

Summary of Deliverables

- **AutoCAD** file of Task 2 features
- **ArcView** shape files of Task 2 features
- **AutoCAD** street centerline file

Cost and Schedule

Total Project Cost to County: \$4,625

Total Project Duration: 11 weeks

Provisions

1. Lynx Technologies will guarantee the accuracy of its work based on the source material supplied to within 1%. Specifically, we guarantee 100% parcel polygon closure, geometry (i.e. that all parcels are represented), and overall coverage integrity. However there could be up to 1% mislabeled parcel numbers that cannot be caught by our Quality Assurance procedures.
2. Lynx Technologies does not assume any liability for the use or application of the deliverables. The county agrees to indemnify and hold Lynx Technologies harmless for any litigation that might arise from county staffs use of the data.
3. The above quoted costs are an estimate based on the scope of work and discussions about the area of coverage. Additions or changes to this scope of work will be considered change orders, and billed according to Lynx Technologies rate **structure**. For example, we assume that the **landbase** provided will be up-to-date. If however, the parcel numbers **are** incorrect and or parcels **are** missing or require splitting, these modifications will be considered outside the proposed scope of work and billed accordingly.

Signatures

Date: 10/19/99

Patrick Kelleher

Lynx Technologies
Patrick C. Kelleher
Principal

Date: 11-9-99

Robert C. P. P. P.
County of Santa Cruz - **ASSESSOR**

Area of Coverage

The area considered includes 26 of the Santa **Cruz** Water District's 100 scale atlas sheets and covers the Live Oak and Santa **Cruz** Gardens neighborhoods. It excludes the Pasa Tiempo, Rolling Woods and **Branciforte** Drive north of the City Limits.

Task 1 - Generate Control

Digitize Street Centerline and generate right-of-way (ROW). The procedure will include:

- 1) Create construction lines at intersections
- 2) Snap to the intersection of these lines to create a construction centerline
- 3) Offset the centerline to generate a construction ROW. Offset to be determined from reported distances taken from current assessors maps (or street database if City has such a file)

Task 2 - Splice Parcel Base Map

Adjust the County parcel file to fit the digital orthophotography. Each block will be handled separately. Construction lines from Task 1 will be used to perform a first order transformation on each block to produce a best fit. Error will be constrained inward and distributed throughout the block. ROW distances will be maintained. The following features will be adjusted:

- 1) Right-of-way
- 2) Property lines
- 3) Political boundaries – Assessor and Planning Layers
- 4) Hydrography (coast line, lagoons, San Lorenzo river)
- 5) Street names
- 6) Assessors parcel numbers

Task 3 - Quality Assurance / Coordinate Check / Parcel Polygon Topology

AutoCAD drawing files will be imported into **ArcInfo** and the **linework** will be processed with polygon cleanup and creation utilities. This process will test for parcel closure and identify all dangles (undershoots and overshoots). Node errors will be removed; label errors will be identified and corrected as necessary. A final **CLEAN** will construct polygon topology. The data will then be imported back into **AutoCAD** Map. Parcel numbers will be included in the **AutoCAD** Map file in an object data table.

Summary of Deliverables

0133

- . AutoCAD file of Task 2 features
- ArcView shape files of Task 2 features
- . AutoCAD street centerline file

Cost and Schedule

Total Project Cost to County: \$4,625
 Total Project Duration: 11 weeks

Provisions

1. Lynx Technologies will guarantee the accuracy of its work based on the source material supplied to within 1%. Specifically, we guarantee 100% parcel polygon closure, geometry (i.e. that all parcels are represented), and overall coverage integrity. However there could be up to 1% mislabeled parcel numbers that cannot be caught by our Quality Assurance procedures.
2. Lynx Technologies does not assume any liability for the use or application of the deliverables. The county agrees to indemnify and hold Lynx Technologies harmless for any litigation that might arise from county staffs use of the data.
3. The above quoted costs are an estimate based on the scope of work and discussions about the area of coverage. Additions or changes to this scope of work will be considered change orders, and billed according to Lynx Technologies rate structure. For example, we assume that the landbase provided will be up-to-date. If however, the parcel numbers are incorrect and or parcels are missing or require splitting, these modifications will be considered outside the proposed scope of work and billed accordingly.

Signatures

Date: 10/19/99 9

Date: 11-9-99

Patrick Kelleher
 Lynx Technologies
 Patrick C. Kelleher
 Principal

Robert C. Johnson
 County of Santa Cruz - #221110K