



County of Santa Cruz

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060

(831) 454-2580 FAX: (831) 464-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

April 3, 2000

Agenda: April 25, 2000

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

SUBJECT: Contract Approval; Castro Adobe Re-use Feasibility Study

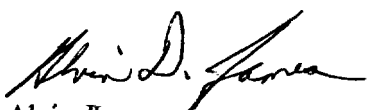
Dear Members of the Board:

Your Board is requested to approve the attached contract for \$10,000 with Bay Area Economics to conduct a Castro Adobe Re-use Feasibility Study. The \$10,000 is included in the Planning Department's FY99-2000 budget, and was received by the County from the Santa Cruz County Community Foundation to fund the Study.

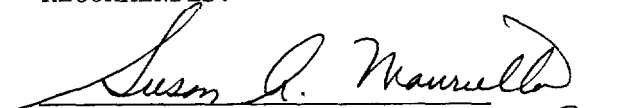
A Request for Proposals (RFP) for the Feasibility Study was issued by the Planning Department, following review and approval by the County Historic Resources Commission (HRC) and the Community Foundation. Bay Area Economics, a consulting firm from the San Francisco Bay area, was selected from a pool of eight respondents to the RFP. The firm was chosen by a committee comprised of the prior owner of the Castro Adobe, a representative of the current owner, and the Staff to the HRC. The Scope of Work for the project, as well as the **timeline** for its completion, are contained as attachments to the contract. Pending your Board's approval today, the contract period will commence April 26, 2000.

It is therefore RECOMMENDED that your Board approve the attached contract for \$10,000 with Bay Area Economics to conduct a Castro Adobe Re-use Feasibility Study.

Sincerely,


Alvin James
Planning Director

RECOMMENDED:


SUSAN A. MAURIELLO
County Administrative Officer

Attachment

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0340

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

FROM:

Planning (Dept.)
[Signature] (Signature) 4/13/00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County Planning Department (Agency) and Bay Area Economics, 2560- 9th Street, Suite 211, Berkeley, CA 94710 (Name & Address)
- The agreement will provide a Castro Adobe Re-Use Feasibility Study
- The agreement is needed because the County cannot provide the service
- Period of the agreement is from April 26, 2000 to January 31, 2001
- Anticipated cost is \$ \$10,000.00 (Fixed amount, Monthly rate; Not to exceed)
- Remarks: To be placed on list of continuing agreements for 2000-2001
- Appropriations are budgeted in 542300 (Index#) 3665 (Subject)

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

Appropriations are available and ^x Contract encumbered. No. C0 92079 Date 4/13/00
~~are not~~ ~~will be~~
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 Planning Director to execute the same on behalf of the Planning Department (Agency). County Administrative Officer

Remarks: _____ (Analyst) By _____ Date _____

Agreement approved as to form. Date _____

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of _____, 20____ by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Bay Area Economics, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Prepare a Re-Use Feasibility Study for the Castro Adobe. See also Attachment 1.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Not to exceed the amount of \$10,000, payable upon delivery of the Final Re-Use Feasibility Study for the Castro Adobe to the Planning Department in compliance with the Scope of Work (see Attachment 1) and Study Timeline (see Attachment 2).**

3. TERM. The term of this contract shall be: **From date of Board approval to January 31, 2001.**

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

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

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

Any and all Federal State and Local taxes, charges, fees, or contribution! required to be paid with respect to CONTRACTOR and CONTRACTORS 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 Planning Department
Attn: Fiscal
701 Ocean Street Room 418
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 Planning Department
Attn: Fiscal
701 Ocean Street Room 418
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, sexual orientation, age (over 18), 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 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, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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. NON-ASSIGNMENT. 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 (identify by name or write "NONE"): Attachments 1 and 2

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: 

By: _____

Address: Bay Area Economics
2560 9th Street
Suite 211
Berkeley, CA 94710

Telephone: 510549-7310

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By: 
Risk Management 3-30-2000

By: 
County Counsel

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

CASTRO ADOBE REUSE FEASIBILITY STUDY SCOPE OF WORK

The scope of work consists of the following tasks:

Task 1. Background Summary – Tour Site and Review Existing Material,

The Contractor’s Project Manager will tour the site, the Castro Adobe, and the historic gardens with appropriate staff invited by the County **from** State Parks and other involved stakeholders to develop an understanding of resource values, constraints, and opportunities. The **County will** seek to arrange with the State Parks, if possible, for a historical architect familiar with the property and its resources to be included in the site tour to make it as productive as possible.

For this task, the Contractor will also review all available materials **supplied** by the County and will develop for its use **from** these materials a history of the Castro Adobe that addresses historic significance, archeological significance, land use and development history. The Contractor will also identify **existing** status and conditions for the Adobe building, gardens and landscaping, Old Adobe Road, state budgetary initiatives, and other relevant material.

Task 2. Allowable Uses Part I – Kick Off Meeting with a Steering Committee and Develop Re-use Criteria.

In order to provide initial and ongoing guidance and review by involved stakeholders, the County will coordinate with the Ad Hoc Committee the appointment of a Steering Committee for the Feasibility Study Project that is small enough in size and structured to function as a working committee. **The** Steering Committee will provide ongoing guidance to Contractor through a series of meetings and serve as a liaison with the larger group of involved stakeholders.

After the Steering Committee is established, Contractor will organize a first meeting. The purpose of this meeting will be to brainstorm all potentially feasible uses, all potential partners, and all possible management arrangements. Another purpose of this meeting will be to work with the Steering Committee to create criteria for evaluating potential uses, operations, and manage;. S&sequent to the meeting, Contractor will prepare draft minutes and circulate them to the Steering Committee for comments to be included in the final **draft**. The list developed **from** the brainstorming session and the criteria will be used in subsequent feasibility study tasks.

Task 3. Parcel Characteristics and Constraints -Assess Conditions and Identify Re-use Constraints.

Contractor will research applicable issues arising **from**: State Parks plans and policies; County General Plan land use designations; General Plan resources and constraints; County zoning; CEQA; Local Coastal Zone plans; water and sewage or septic availability; public safety issues (including fire access standards and school safety standards); transportation; road improvements (including Road Association issues and outreach, maintenance formulas, design); site access (including bus and car access, turn-outs, and parking); and other requirements of public agencies having jurisdiction over the site of the Castro Adobe. Contractor will also evaluate the interaction between these requirements and existing conditions as they affect reuse of the site and potentially acceptable uses. This task will result in Contractor developing a “checklist” that can be used to readily rule out inappropriate uses and establish the parameters for potentially appropriate uses.

Task 4. Allowable Uses Part II – Evaluate and Select Preferred Re-use Option.

For this task, Contractor will rely on input **from** the Steering Committee and Contractor’s expertise to **identify** a list of potentially appropriate uses including information on facility requirements. This list will

then be evaluated against the previously established criteria and analysis of building and site conditions and reuse constraints (including parcel constraints, financial and economic constraints, and other identified constraints) to identify a refined list of likeliest appropriate and acceptable uses. Contractor will then develop market overview information for these uses and rank them based on potential feasibility, relationship to reuse criteria, and consistency with reuse constraints.

A second meeting of the Steering Committee will be held for Contractor to present the prioritized list of most appropriate and acceptable uses. The purpose of this meeting will be to review Contractor's work to that point, present the list, and discuss which use will represent the preferred option. This meeting will conclude with the Steering Committee's selection of the preferred reuse option that will be more extensively analyzed by Contractor.

Task 5. Analyze Preferred Re-use Option.

Using the decision of the Steering Committee on its preferred use, Contractor will analyze the potential revenues, operating expenses, operational requirements, and other requirements of that use. County will arrange with State Parks or another agency to have a qualified historical architect provide Contractor with code compliance and cost information for the preferred use. Using the collected information on potential revenues, expenses, and improvement expenses, Contractor will prepare a static pro-forma analysis that describes estimated stabilized operating results, identifies returns to an operator, and evaluate the potential support that could be generated for educational and other programs at the site.

Task 6. Management Options – Identify and Evaluate Alternatives.

Contractor will identify likely potential managers and operators for the preferred use (including for-profit groups, non-profit groups, and public agencies) based on previous input from the Steering Committee, contacts with key individuals suggested by members of the Steering Committee and organizations involved in the preservation of the Castro Adobe, and Contractor's knowledge of various operators and program providers. Contractor will contact up to five potential managers and operators to evaluate their interest, determine use and ownership interests of likely managers, and determine potential issues and requirements.

The information gathered by Contractor for this task will be evaluated and organized by Contractor into a matrix presenting potential for-profit, non-profit, and public agency management and operation alternatives, identifying potential advantages and disadvantages, setting forth manager and operator issues and requirements, and ranking the consistency of each alternative with the criteria developed by the Steering Committee.

Task 7. Conclusion -- Present Recommendations and Prepare Final Report.

For this final task, Contractor will use its analysis of the preferred reuse option to rank management and operation alternatives and develop recommendations for successful reuse of the Castro Adobe and the establishment of an appropriate and feasible management and operating arrangement. Contractor will also identify next steps for the implementation of the preferred reuse option and optimal management and operation alternative. This work and all work completed in previous tasks will be summarized in a draft final report for presentation to the Steering Committee.

The draft final report and its underlying analysis and conclusions will be presented at a final meeting of the Steering Committee. After receipt of comments from the Steering Committee, Contractor will prepare a final report. Three copies of the final report will be submitted to the County.

CASTRO ADOBE REUSE FEASIBILITY STUDY
CONCEPTUAL TIMELINE

- o 3/31/2000 - Consultant Contract completed in-house
- o 4/25/2000 - Letter to Board of Supervisors attaching consultant contract for their approval
- o 4/26/2000 - Feasibility Study contract period begins (assumes a six month contract)
- o 10/18/2000 - DRAFT Feasibility Study submitted to Planning Department for review and comment.
- o 11/10/2000 - Ad Hoc Committee reviews and comments on DRAFT Study.
- o 12/6/2000 - Historic Resources Commission Study Session on DRAFT Study.
- o **1/16/2001** - Board of Supervisors reviews and accepts Final Study
- o 1/22/2001 - Final Study conveyed to Community Foundation of Santa Cruz County.
- o 1/31/2001 - Community Foundation/County Planning Department Grant period ends



CERTIFICATE OF INSURANCE

This certificate that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
 insures the following policyholder for the coverage indicated below:

Name of policyholder Smith-Heimer, Janet DBA BAY AREA ECONOMICS

Address of policyholder 2560 9TH Street Ste 211
Berkeley, CA 94710

Location of operations Same as Above

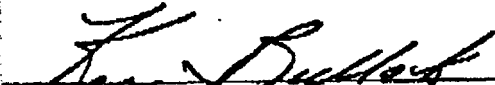
Description of operations _____

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97 58 0997 5	Comprehensive Business Liability	5/8/99	5/8/00	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input checked="" type="checkbox"/> Product - Completed Operations <input type="checkbox"/> Contradual Liability <input type="checkbox"/> Underground Hazard Coverage <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> General Aggregate Limit applies to each project. <input checked="" type="checkbox"/> Hired Auto \$1,000,000 <input type="checkbox"/> _____		Each Occurrence \$ <u>1,000,000</u> General Aggregate \$ <u>2,000,000</u> Products - Completed Operations Aggregate \$ <u>2,000,000</u>
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other _____	Effective Date Expiration Date _____		(combined Single Limit) Each Occurrence \$ _____ Aggregate \$ _____
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ _____ Disease Each Employee \$ _____ Disease - Policy Limit \$ _____
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date Expiration Date		(at beginning of policy period)

If any of the described policies are canceled before its expiration date. State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder
 The County Of Santa Cruz,
 its officials, employees, agents
 and volunteers
 701 Ocean Street Room 418
 San a Cruz, CA 95060
 556-88 a 2-90 Printed in U.S.A.


 Signature of Authorized Representative
 A g e n t
 Title

Date April 12, 2000