



County of Santa Cruz

PARKS, OPEN SPACE & CULTURAL SERVICES

979 17th AVENUE, SANTA CRUZ, CA 95062

0245

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

BARRY C. SAMUEL, DIRECTOR

April 25, 2000

AGENDA: May 9, 2000

BOARD OF SUPERVISORS

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

SUBJECT: 2000 State Fair Display Contract

Dear Members of the Board:

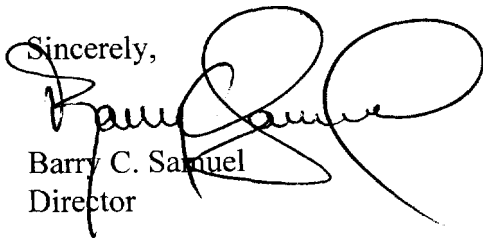
On April 11, 2000, your Board directed the Parks Director to negotiate a contract with Reed Cripe to fabricate, install and staff the 2000 State Fair Display. Attached as Exhibit A is a copy of the contract which has been negotiated. It provides for remuneration of \$2,000 plus any prize money won by this years State Fair Display. These are the same terms as last years agreement with Mr. Cripe.

As in the past your Board must adopt a Statement of Purpose for the County's fair exhibit. It is proposed that the theme for this years exhibit be: "Santa Cmz - has it all!" The text of the Statement of Purpose is attached as Exhibit B.

It is therefore RECOMMENDED that your Board:

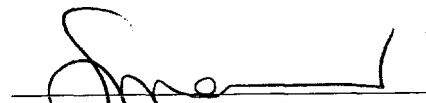
1. Authorize the Parks Director to enter into the contract with Mr. Cripe for \$2,000 and any prize money won for the fabrication, installation and staffing for Santa Cruz County's 2000 California State Fair Display (Exhibit A)
2. Approve the 2000 Santa Cruz County State Fair Statement of Purpose (Exhibit B)

Sincerely,



Barry C. Samuel
Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Exhibit A - Contract
Exhibit B - Statement of Purpose
ADM 29

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

SANTA CRUZ: HAS IT ALL!

Santa Cruz County offers visitors a wide variety of recreational opportunities ranging from redwood forests to the beaches and waters of the Monterey Bay National Marine Sanctuary. Families can enjoy train tours of the redwoods, the only seaside amusement park on the Pacific, tours of local wineries, picking their own fruits and vegetables, visits to artists' studios, several wonderful State parks and many special events.

Santa Cruz is fun to visit any month of the year!

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0247

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

FROM: Parks, Open Space & Cultural Services (Dept.)
Christopher Moore (Signature) 4-25-00 (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 Reed Cripe, Cripe Mosca Communication Arts, 14 Clear Ridge, Big Sur, CA 93920 (Name&Address)

2. The agreement will provide Exhibit for Santa Cruz County at the California State Fair 2000

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

4. Period of the agreement is from May 9, 2000 to December 30, 2000

5. Anticipated cost is \$ 2,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:)

7. Appropriations are budgeted in 491100 (Index#) 3665 (Subobject#)

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

Appropriations are available and will be encumbered. Contract N o 0092092 Date 4/25/00

GARY A. KNUTSON, Auditor - Controller
By *Ronald J. Silva* 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).

Remarks: _____ (Analyst) By *Bolw* County Administrative Officer Date 4-27-00

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 Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and REED CRIPE hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following: To fabricate, install and staff an exhibit depicting Santa Cruz County for the 2000 California Exposition and State Fair, which will run from August 18, 2000, through September 4, 2000. The final exhibit product to be approved by the Director of County Parks.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: An amount not-to-exceed \$2,000.00 and any prize money won by the display; \$1,000 payable upon receipt and approval by the Director of the County Parks Department, of preliminary design drawings; final \$1 ,000.00 payable upon completion of fabrication of the exhibit. All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Services, 979 17th Avenue, Santa Cruz, California 95062.

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

This Agreement may be extended upon mutual agreement by both parties.

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

5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to the COUNTY shall become the property of COUNTY. CONTRACTOR may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of the COUNTY.

6. **INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 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).

7. **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 NSC

(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 NSC / _____.

(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. 0250

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contained the following clause:

“The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insurance 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:

Parks, Open Space and Cultural Services
Attn: Barry C. Samuel
979 17th Avenue
Santa Cruz, CA 95062

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Parks, Open Space and Cultural Services
Attn: Barry C. Samuel
979 17th Avenue
Santa Cruz, CA 95062

8. **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 B. 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.

9. **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 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

10. **NON-ASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

11. **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 the 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.

12. **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.

13. **ATTACHMENTS.** This Agreement includes the following attachments
None

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

COUNTY OF SANTA CRUZ

CONTRACTOR: **CRIFE-MOSCA**

By: _____

Reed Crife
By: Reed Crife

APPROVED AS TO INSURANCE:

Address: Clear Ridge 14
City/State: Big Sur, CA 93920
Telephone: (408) 667-2600

By: Janet McKinley
Risk Management 4-28-2000

APPROVED AS TO FORM:

By: Marie Costa 4-28-00
County Counsel

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

97 This **Spectrum policy** consists of the Declarations, Coverage Forms, **Common Policy** Conditions and any
22 **other Forms** and Endorsements issued to be a part of the Policy. This insurance is provided by the insurance
LS company of The Hartford Insurance Group shown below.

0254

SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

Policy Number: 57 SBA LS2297

SPECTRUM POLICY DECLARATIONS ORIGINAL



Named insured and Mailing Address: REED SILAS CRIPEDBA: CRIPE-MOSCA
(No., Street, Town, State, Zip Code) COMMUNICATION & ARTS
14 CLEAR RIDGE
BIG SUR CA 93920

Policy Period: From 06/16/99 To 06/16/00 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in Maine, Michigan, New Hampshire, North Carolina..

Name of Agent/Broker: ALLAIRE INSURANCE AGENCY
Code: 151271

Previous Policy Number: NEW

Named Insured Is: INDIVIDUAL

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and **subject** to all of the **terms** of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$500 MP

Countersigned by

Met H. Allaire
Authorized Representative

Date

*3500257LS22970101 02327

