



County of Santa Cruz 0307

PLANNING DEPARTMENT

701 OCEAN STREET, SUITE 400, SANTA CRUZ, CA 960604073

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

ALVIN D. JAMES, DIRECTOR

June 14, 2000

Agenda: June 27, 2000

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

SUBJECT: NEGLECTED PROPERTIES ABATEMENT CONTRACT

Dear Members of the Board:

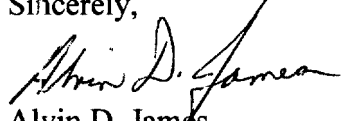
County Code Section 13.10.556, known as the 'Neglected Property' Ordinance, regulates the outdoor storage of personal property and materials on vacant parcels and residentially zoned properties. This section is within the Zoning Ordinance which is enforced by the County Planning Department. A Notice of Violation is posted on all parcels found to be in violation of this County Code section upon inspection. This type of violation is also determined to be a 'public nuisance' under County Code 1.14 due to the health, safety and welfare impacts to adjacent properties. Because the Notice of Violation is not always complied with, along with the issuance of a Notice of Violation, Code Compliance Investigators concurrently issue and post a 'Notice and Order to Abate Violation' providing a minimum 10 day period of time for the property owner to clean up the parcel. Pursuant to County Code section 1.14.030, in the event that a nuisance is not abated in accordance with the abatement order or an order by the Hearing Officer, the County Planning Department may proceed to abate the nuisance by force account, contract or any other method deemed most expedient by the Planning Director subject to the budgetary controls as established by the Board of Supervisors.

Historically, the abatement of Neglected Properties has been accomplished by utilizing demolition contractors which have been pre-qualified by the General Services Department. During the past fiscal year, all of the pre-qualified contractors informed the County they have no interest in performing abatement services for 'Neglected Property' sites unless the scope of work includes a structural demolition. Accordingly, the Planning Department has solicited proposals from two non-profit organizations, California Conservation Corps and Community Action Board, to enter into new contracts for the 2000-2001 fiscal year.

One of these two non-profit organizations will be utilized with individual property job assignments based on availability, location, size and scope of work for each site. Funds are available in the Nuisance Abatement Fund for these contracts for the next fiscal year.

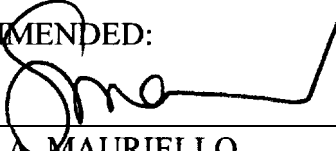
Therefore, it is RECOMMENDED that your Board authorize the Planning Director to enter into a contract in the amount of \$25,000 with California Conservation Corps and \$25,000 with Community Action Board for the fiscal year starting July 1, 2000.

Sincerely,



Alvin D. James
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Independent Contractor Agreement with California Conservation Corps
Independent Contractor Agreement with Community Action Board
ADM-29 with CCC
ADM-29 with CAB

CALIFORNIA CONSERVATION CORPS
1719 24th Street, Sacramento, CA 95816
(916) 341-3112

CCC District: _____ 0309

SPONSOR AGREEMENT (CCC-96)
(Public / Governmental Entity)

This agreement is made and entered into by and between the California Conservation Corps, State of California', hereinafter referred to as "CCC", and

Sponsor's Name: Santa Cruz County
hereinafter called "Sponsor:"

WHEREAS, the CCC wishes to provide training in job skills and environmental education to young men and women of California through a program which includes projects in public service conservation work, and

WHEREAS, the Sponsor can provide opportunities for public service through meaningful and productive work projects, and

WHEREAS, the Sponsor shall provide opportunities for public use of project areas, and

WHEREAS, the CCC shall generally be engaged in projects which preserve, maintain and enhance environmentally important lands and waters, and

WHEREAS, the CCC shall accomplish useful and needed public works projects in both urban and rural areas, and

WHEREAS, the CCC may execute contracts for furnishing the services of the Corps to any federal, state, or local agency and any local or statewide private organization concerned with the objectives of the Corps, and

WHEREAS, the CCC may be reimbursed by the federal government, any state or local public agency, or any private organization for actual expenses incurred by the Corps for any project.

NOW THEREFORE, in consideration of the above, the parties hereto agree as follows:

- A. The Sponsor shall submit project proposals on a form provided by CCC. By so doing, with reference to any such proposals subsequently approved by the District Director, CCC, Sponsor agrees to:
 1. Pay for all negotiated costs directly related to and necessitated by such projects. This may include, but not be limited to, reimbursement for CCC' labor at the CCC's current fiscal year rate or at a negotiated rate on such projects. In the event that reimbursement is negotiated, further documentation will be necessary.
 2. Demonstrate the availability of adequate plans and specifications, sufficient funds, materials, supplies, and equipment, adequate technical supervision and any special labor requirements to complete such project.

3. Obtain the **approvals and permits** required by any other state, federal , or local agency necessary to commence construction or operation of such projects.
 4. Obtain any clearances and meet any other requirements of trade unions or other labor organizations occasioned by the participation of the CCC in such projects.
 5. When necessary, provide acceptable temporary living facilities for the duration of any such projects located more than one hour's driving time from a CCC base center for CCC personnel actually engaged in working on such projects.
 6. Hold an orientation meeting with CCC personnel at the commencement of such projects to explain the technical aspects, safety considerations, and any other aspects necessary for successful execution of such projects.
 7. Present or arrange for an additional educational program or training opportunity at the CCC base center or project site. This presentation may have emphasis on the history of the project site or area, the public benefit to be derived from this or a similar project, the relationship of such projects to resources or wildlife management, or similar subjects.
- B. The CCC shall select, from proposals submitted by the Sponsor, those projects meeting the priorities and resources of the CCC, as well as meeting the legislatively mandated criteria. The CCC shall submit to the sponsor, evaluations setting forth any special requirements or conditions occasioned thereby. By so doing, with reference to any such evaluations subsequently approved by Sponsor, the CCC agrees to provide labor, crew supervision, transportation(if within one hour's driving time by two-wheel drive vehicle from the, nearest CCC base center),food and such tools as the CCC Project Coordinator determines to be available. Upon receipt of Sponsor's acceptance of such evaluations, projects will be scheduled in accordance with the priorities and resources of the CCC.
- C. In accordance with Section 14304 of the Public Resources Code, CCC projects shall be directed toward providing opportunities to the public for the use of these natural resources and environmentally important public lands and waters, while at the same time providing young men and women with an opportunity for personal development in a variety of basic skills. Projects shall be undertaken in both urban and rural areas shall be selected on the basis of the **environmental** and natural resource benefits each offers, the opportunities for public use each offers, and the on-the-job training value of each.
- D. The Sponsor recognizes that the CCC exists under a legislative mandate to act under the direction and control if the State Office of Emergency Services, Department of Forestry and other agencies to assist the people of the State of California in times of emergencies arising from fire, flood, wind, and other natural or man-caused disasters and emergencies.

Projects will be performed within the rules and regulations of the CCC, which may require temporary suspension or permanent cessation of projects due to emergency conditions as defined by such rules and regulations.

The Sponsor further recognizes that the resources of the CCC are limited, and the public service conservation work of the CCC may be altered in priority from time to time. The parties agree that delays by either party shall be excused and costs caused by such delays shall be borne by the party incurring such costs. Sponsors contracting with the CCC for emergency services may be required to reimburse exceptional costs; e.g., overtime.



- E. Work performed under this agreement will be under the immediate supervision of the CCC officials. The sponsor will provide such supervision, technical assistance, guidance and inspection as it considers necessary to properly complete the **work**.
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- F. All improvements constructed in whole or in part on lands owned or controlled by **Sponsor** will remain the property of the Sponsor.
- G. Permission to camp and perform work on lands owned or controlled by Sponsor does not in any way convey to the CCC, its staff, or any person or persons working with the CCC in the performance of said work, employee status that would extend to them the benefits afforded to permanent employees of Sponsor.
- H. Upon completion of each project, or any phase thereof, permission is hereby granted to the CCC to place upon the project site a sign or emblem, consistent in size and design to its surroundings, indicating the participation of the CCC and the year thereof.
- I. The CCC and Sponsor each agree to indemnify and hold harmless the other, its **officers**, agents and employees from any and all claims, or demands of liability caused by the indemnifying party during or after completion of the project, which is the subject of this agreement.

The State of California has elected to cover its motor vehicle and general liability exposure through claims procedures instituted in accordance with the California Government Code provisions and the other provisions of the law relating to such liability. Pursuant to those procedures, tort liability claims should be submitted to the State Board of Control (headquarters office: 630 K Street, Sacramento, California 95814; government claims division: P.O. Box 3035, Sacramento, California 95812-3035) in accordance with the California Government Code provisions and the other provisions of the law governing submission of such claims. In addition, unless notified otherwise or on behalf of the California Conservation Corps, motor vehicle liability claims may be forwarded to the California Department of General Services, Office of Risk and Insurance Management (hereinafter referred to as "ORIM"), Claims Unit, 1325 J Street, Suite 1800, Sacramento, California 95814. It should be noted, however, that the willingness of ORIM to receive such motor vehicle liability claims does not constitute a waiver by the State of California or the California Conservation Corps of the time limits or procedures provided by law or the filing of claims relating to such motor vehicle liability. It also should be noted that the addresses set forth in this paragraph are subject to change; any claimant is advised to verify the accuracy and currency of addresses for filing claims, and by setting forth addresses in this paragraph, neither the State of California nor the California Conservation Corps is waiving any time limits or procedures provided by law for filing claims related to alleged motor vehicle or general liability or any other alleged liability.

The California Department of Personnel Administration has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for State employees as required by the California Labor Code.

- J. Neither party may assign this contract or any interest therein without the written consent Of the other party.

- K. All contracts relating to the construction or operation of the project, including those executed following completion of the project, shall contain a clause prohibiting discrimination against any employee or employee applicant engaged in project work or project operation, on the basis of race, religion, sex, color, ancestry, age, physical handicap or national origin. Such clause shall include all aspects of employer-employee and employer-employee applicant relations.
- L. Subject to provisions herein, all remedies allowed by law are available to either party for enforcement of this contract. Any waiver of rights by either party or any matter relating to this contract shall not be deemed to be a waiver on any other matter relating to this contract.
- M. If any part of this contract is found to be invalid the remainder of the contract shall continue in effect.
- N. This contract may be modified by mutual written agreement of the parties.
- O. This agreement shall remain in effect unless terminated upon sixty (60) days written notice from either party to the other.
- P. No member of, or delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend this agreement if made with a corporation for its general benefit. (Applicable only if Sponsor is an agency of the United States Government).

A] SPONSOR INFORMATION

| | | | |
|--|----------------|--|------------------------------|
| Agreement #: | | Agency Code: | Index #: |
| Sponsor Name: Santa Cruz County | | Sponsor Department: Planning Department | |
| Address: 701 Ocean Street | | | |
| City: Santa Cruz | County: | State: CA. | ZIP: 95060 |
| Contact Person: David Laughlin | | | Phone: (831) 454-3217 |

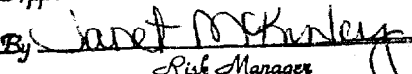
B] SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties have agreed to the conditions of this Agreement as of the date shown below.

| | | | |
|--------------------------------|--------------|-------------|--------------|
| | Print | Sign | Date: |
| Sponsor Representative: | | | |
| District Director: | | | Date: |

APPROVED AS TO FORM:

By: 
 Office of the County Counsel

Approved as to insurance
 By: 
 Risk Manager

Date 6-14-2000

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Agreement #: _____
 (CCC Contract Officer Assigns)

Index #: 2818 CCC Work Code: ROO-7734
 (Center Project Manager Assigns)

A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:
 See CCC-58: Project Evaluation Form for details .Neglected Properties

(Check box and complete reverse if multi-year) FIRST YEAR FISCAL DISPLAY FY 99 1 00

B) The term of this agreement shall be:
 FROM: July 1, 2000
 TO: 06/30/2001

| LABOR | Hours | Rate/Hr | Totals |
|------------------------------|---------------------|----------|---------------------|
| CM Regular Time: | 1785 | \$ 14.00 | \$ 25,000.00 |
| CM Overtime: | | \$ | \$ |
| Performance-Based Labor: | | \$ | \$ |
| Staff BILLABLE Regular Time: | | \$ | \$ |
| Staff Overtime: | | \$ | \$ |
| EXPENSES | | | |
| | Equipment: | \$ | \$ |
| | Supplies: | \$ | \$ |
| | Materials: | \$ | \$ |
| | Vehicle Operations: | \$ | \$ |
| | Consulting: | \$ | \$ |
| | Administration: | \$ | \$ |
| See Section D. TOTAL: | | | \$ 25,000.00 |

C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Display.

NOTE TO SPONSOR:
 Budget detail will not be provided on performance based contracts.

D) The total amount payable by Sponsor to CCC under this agreement shall not exceed \$ 25,000.00

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation in triplicate to Sponsor, monthly, quarterly, at end of contract. Sponsor agrees to pay CCC within 50 days from receipt of bill.

Negotiated Advance Payments \$ _____

■ Sponsor Organization:

 Date: _____
 Signature: _____
 Print: _____
 Title: _____

■ STATE OF CALIFORNIA
 California Conservation Corps
 Date: _____
 Signature: _____
 Print: _____
 CCC Fiscal Officer

■ SPONSOR MAILING ADDRESS

■ CCC DISTRICT VERIFICATION
 Conservation Supervisor:
 Business Services

■ SPONSOR BILLING ADDRESS:

■ FORWARD PAYMENTS TO:
 California Conservation Corps
 Accounting/Receivables
 1530 Capitol Avenue
 Sacramento, CA 95814

[A] PROJECT DATA

| | |
|---|--|
| Project/Work Code: R-00-7734 | Center Code: 818 PACIFIC-BAYS SERVICE DISTRICT Location Code: 05 SANTA CRUZ |
| Contract: - - | Resource Category: CRC |
| Project Title: NEGLECTED PROPERTIES . | |
| Project Description: CCC crews will: For a vacant parcel - Completely remove personal property and materials from the entire parcel and dispose of it in an approved container provided by the sponsor. For a developed parcel - Completely remove personal property and materials from the front yard, required side yard setback and any required rear yard of corner or double frontage lots. Setback information will be provided for ea | |

[B] SPONSOR INFORMATION

| | | |
|---------------------------------------|--|---------------------------|
| Agency Code: 30044 | Sponsoring Agency: CO OF SANTA CRUZ | Address: 701 OCEAN ST. |
| City: SANTA CRUZ | State: CA | ZIP: 95060- |
| Sponsor Representative: MIKE DEVER | Title: ASSISTANT PLANNING DIRECTOR | Phone: (831) 454-2580 |
| Technical Supervisor: MIKE DEVER | Title: ASSISTANT PLANNING DIRECTOR | Phone: (831) 454-2580 |

[C] EMERGENCY RESPONSE INFORMATION

| | | | |
|------------------|-----------------------------------|---------|-------------|
| CDF Incident # - | Request # - | OES # - | HQ Ref. # - |
| X C Index # | Corpsmember Overtime Pay Serial # | | |

[D] ESTIMATE INFORMATION

| |
|------------------------|
| Hours: 1072 |
| Start Date: 02/01/2000 |

[E] WORKSITE INFORMATION

| | | |
|---|-----------------|--------------------|
| Directions to Worksite Location: We will work with the county to provide worksite information, case-by-case. | | |
| ZIP: 95060- | County Code: 44 | County: SANTA CRUZ |

[F] FOR HQ USE ONLY

BURKS HERRMANN 06/07/2000, 11:40am

| | | |
|-----------|----------|-----------|
| Received: | Logged: | Verified: |
| Analyst: | Entered: | Checked: |

Project Description: (cont.)
corner or double frontage lots. Setback information will be provided for each property by the sponsor. CCC will be responsible to inventory all materials by photo documentation prior to disposal.
If personal property is in a riparian corridor and/or other designated environmentally sensitive areas, the removal must be conducted in a manner so as not to cause more environmental damage. Hand work may be required and/or erosion control may be required as specified by sponsor.
If hazardous materials are found the CCC supervisor will call the Public Works Department at 454-2030, at which time they will arrange for appropriate removal.

Field Operations Database System Ver: 1.0 (05/23/00)

[G] EDUCATIONAL ACTIVITIES

Sponsor: Educational presentation to increase Corpsmember understanding of the natural environment. Length of time scheduled: 30
 Cms will learn the value of protecting riparian areas

ccc: The CCC will be doing the following work/learn activities. Length of **time** scheduled: 30
 Cms will learn appropriate disposal techniques.

[H] EQUIPMENT, MATERIALS, AND LABOR

To be supplied by Sponsor:
 Dumpsters and guidlens for setbacks
 and eroinsion control materials.

To be supplied by CCC:
 Supervision, transportation, workers
 comp., hand tools..

Special SPIKE equipment needed by crew

SPIKE Information (description and location of housing)

[I] NARRATIVE ON HOW PROJECT WILL MEET ALL LEGISLATIVELY MANDATED OBJECTIVES
 (Assign a numerical rating: 0=none, 1=low, 2=medium, 3=high)

Conserving, improving, developing natural resources, maintaining environmentally important lands or waters. RATING: 3
 Crews will be improving the environment by removing waste from the land and riparian areas

Providing public benefit or access (Estimated visitor use, increased safety, reduced maintenance costs, etc.) RATING: 3
 Crews will be reducing maintenance costs for the county and also reduce safety hazards.

Providing Corpsmembers with opportunities for training in employable skills (e.g. specific tools and use, fire control, carpentry) RATING: 0

[J] PROJECT CHECKLIST & SIGNATURE BLOCKS

SIGNING THIS DOCUMENT VERIFIES THAT:

- A Sponsor Agreement (CCC 96) is on file at Headquarters.
- If a reimbursable project, a CCC-96A or STD-13 agreement has been submitted to Headquarters.
- If the Sponsor is a non-profit entity, a statement of non-profit status and Private Property/Sponsor Authorization form have been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization has been submitted to HQ.
- The project conforms to CCC's Injury and Illness Prevention Program (IIPP)

| | | | |
|----------------------|-------|------|-------|
| Project Coordinator: | Print | Sign | Date: |
| FCORBIN | | | |
| District Director: | | | |

THE SPONSOR REPRESENTATIVE AGREES TO THE FOLLOWING:

- If there are hazardous materials present, the sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets for hazardous materials that are present at the worksite

OR

- To the best knowledge of the sponsor, the worksite is free of any known hazardous materials.

AND

- That all applicable local, state, and federal permits, approvals, and clearances have been obtained.

| | | | |
|-------------------------|-------|------|-------|
| Sponsor Representative: | Print | Sign | Date: |
| | | | |

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Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COMMUNITY ACTION BOARD, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Abate neglected properties, unsecured structures, environmental violations and other code violations on an as needed basis as requested by COUNTY. See also Attachment 1.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Per rates set forth on Attachment 1.**

3. TERM term of this contract shall be: **July 1, 2000 TO June 30, 2001. This agreement may be renewed annually for 3 years upon mutual agreement of both parties and availability of funding.**

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

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 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

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.

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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 CONTRACTORS 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 COUNN 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

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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: Thomas K. Helma By: _____

Address: 501 Soquel Avenue, Suite E
Santa Cruz, CA 95062

Telephone: 831-457-1741

2. APPROVED AS TO INSURANCE: 3. APPROVED AS TO FORM: *

By: Janet McKinley 6-8-2000 By: [Signature]
Risk Management County Counsel

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

0324

Attachment 1

The following is additional information regarding CONTRACTOR'S duties to be performed under this agreement:

- 1.) COUNTY will provide written specifications for abatements to be performed at each site.
- 2.) When necessary, COUNTY may request County Sheriff to provide security to enable CONTRACTOR to safely carry out abatements.
- 3.) CONTRACTOR will complete each abatement within 15 (fifteen) calendar days from the date of receipt of a written Notice to Proceed unless mutually agreed otherwise on a case specific basis.
- 4.) CONTRACTOR reserves the right to decline abatements that CONTRACTOR deems excessively hazardous.
- 5.) CONTRACTOR will not handle any materials requiring disposal at a hazardous materials disposal site unless mutually agreed otherwise on a case specific basis.
- 6.) CONTRACTOR will provide debris containers or other means of approved offsite disposal.
- 7.) CONTRACTOR will include the cost of sub-contractors or materials mutually agreed upon to complete specific abatements as an addendum to costs associated with rate schedule presented in Attachment 2.

Attachment 2

The following rates are effective through December 31, 2000:

LABOR:

| | |
|-----------------|------------|
| Director | \$23.50/hr |
| Crew Supervisor | \$19.50/hr |
| Crew | \$16.25/hr |

OPERATING EXPENSES:

Transportation:

| | |
|-----------------|--------------|
| Van | \$35.00/day |
| Private vehicle | \$00.35/mile |

| | |
|------------------------|-------------|
| Chainsaw | \$25.00/day |
| Generator | \$25.00/day |
| Weedwacker | \$40.00/day |
| Debris Box | At cost |
| Materials and supplies | At cost |

A 15% administrative overhead charge will be applied to all labor, materials, and operating expenses.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

Attachment 4

0327

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

FROM: Planning (Dept.)
[Signature] (Signature) 6/19/00 (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 Planning Department (Agency)
and Community Action Board, 501 Soquel Avenue, Suite E Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide abatement services for Neglected Properties including erosion control
for properties within riparian corridors as referred.

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

4. Period of the agreement is from July 1, 2000 to June 30, 2001

5. Anticipated cost is \$ 25,000. (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 135450 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. _____ Date _____
are not available and will be encumbered. upon adoption of 2000-01 budget
GARY A. KNUTSON, Auditor - Controller
By _____ Deputy.

Proposed 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: [Signature] (Analyst) BY [Signature] Date 6/19/00

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 _____

_____ 19____ By _____ Deputy Clerk

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