



# County of Santa Cruz

## PARKS, OPEN SPACE & CULTURAL SERVICES

979 17 th AVENUE, SANTA CRUZ, CA 95062

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

**BARRY C. SAMUEL, DIRECTOR**

May 3, 2001

AGENDA: June 5, 2001

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

SUBJECT: MILLER PROPERTY

Dear Members of the Board:


As you know, on March 30, 2001 the Save the Redwoods League donated the 410 acre property, known as Miller Property, to the County of Santa Cruz. This beautiful property is located in the 5<sup>th</sup> district. The Save the Redwoods League had previously contracted with Mike Hannah, who lives adjacent to the parcel and provides security for that site.

As previously discussed with your Board, as part of the acquisition and to provide continuous security for the property a contract (attachment A) was developed and on March 30, 2001 was executed with Mr. Hannah. The contract terms are for Mr. Hannah to provide up to 14 hours per week of monitoring the property. The hours are divided such that the contractor will provide at least one hour per day on the property. The Contractor will notify the Sheriffs Department of any and all incidents of trespass and shall discourage illegal dumping.

Funding is available for this fiscal year totaling \$5000. The proposed budget for FY 2001-2002 will include \$20,000 for the annual agreement.

It is therefore **RECOMMENDED** that your Board approve the contract with Mike Hannah for security services in the amount of \$5,000.

Sincerely,



Barry C. Samuel  
Director

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

Attachments: Contract, ADM 29

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

*The Mission of the Santa Cruz County Department of Parks, Open Space and Cultural Services is to provide safe, well designed and maintained parks and a wide variety of recreational and cultural opportunities for our diverse community*

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0390

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

FROM: Parks, Open Space & Cultural Services (Dept.)  
Paul Sauer (Signature) 5/7/01 (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 County of Santa Cruz (Agency) and Mike Hannah (Name & Address)
- The agreement will provide Security Service for the Miller Porperty
- The agreement is needed because the County cannot provide the services.
- Period of the agreement is from March 30, 2001 to June 30, 2001
- Anticipated cost is \$ \$5,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks Annual agreement is on Cal 01-02 for \$20,000.00
- Appropriations are budgeted in -497300 (Index#) 3665 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 02413 Date 5-11-01  
GARY A. KNUTSON, Auditor - Controller  
By PSilbaugh Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By ASilbaugh Date 5/21/01

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Audi-or-Controller - Blue  
County Counsel - Canary  
Co. Admin. Officer - Canary  
Audi or-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

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 30th day of March, 2001 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Mike Hannah, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: See Attachment A.
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$25.00 per hour for time spent in activities listed in Attachment A, for an amount not to exceed \$20,000.00 over the term of this Agreement.
3. TERM. The term of this contract shall be one year.
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.
  - 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 a 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 CONTRACTORS 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 MA

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 MA.

(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 MA

7. EOUAL 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, 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, 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, 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. CONTRACTOR represents that his operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:  
Attachment A.

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

COUNTY OF SANTA CRUZ

By: [Signature]  
Director of Parks, Open Space and  
Cultural Services Department

CONTRACTOR

By: [Signature]  
Mike Hannah  
Address: 17660 Rings Creek Road  
Boulder Creek, CA 95006  
Telephone: (83 1) 33 8-34 15  
FAX: (83 1) 338-3706

APPROVED AS TO FORM:

By: [Signature] 4-20-01  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Parks, Open Space and Cultural Services Department

## Attachment A

CONTRACTOR shall provide special services for the COUNTY property located on Kings Creek Road in Boulder Creek, County of Santa Cruz commonly known as the Miller property, APNs 085-092-08, 085-152-08 and 085-153-03. --

CONTRACTOR shall spend up to fourteen hours per week monitoring the property. The allowed hours shall be divided such that CONTRACTOR is on the property at least one hour per day.

CONTRACTOR shall notify the Santa Cruz County Sheriffs Department of any and all incidents of trespass or other unlawful activity on the property.

CONTRACTOR shall discourage illegal dumping on the property by collecting garbage on or near the property which is visible from Kings Creek Road and building berms to keep vehicles from accessing the property for the purpose of dumping.

CONTRACTOR shall install and maintain fencing on the property after consultation and approval by the COUNTY'S Parks, Open Space and Cultural Services Director.

CONTRACTOR shall provide a monthly invoice to the COUNTY'S Parks, Open Space and Cultural Services Department indicating the number of hours spent during the preceding month carrying out the CONTRACTOR'S duties, which shall not exceed fourteen hours per week.

CONTRACTOR is expressly not authorized to make physical contact with person(s) CONTRACTOR encounters on the property. CONTRACTOR shall not make a citizen's arrest of person(s) on the property on behalf of the County and CONTRACTOR shall not participate in any foot or vehicle pursuit of any person(s) on the property on behalf of the County. Rather, when CONTRACTOR witnesses or reasonably suspects unlawful activity on the property, CONTRACTOR shall contact appropriate law enforcement and wait on the scene for law enforcement to arrive.