



# County of Santa Cruz

0167

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 454-4045

FAX: (408) 454-4642

September 4, 2001

Agenda: September 18, 2001

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, CA 95060

### Community Programs Facilities Work Plan Contract

Dear Members of the Board:

On March 27, 2001 your Board adopted a Facility and Infrastructure Work Plan for Community Programs, and directed HRA to return to your Board in the spring for approval of an agreement with an independent consultant to conduct a study as provided in the Work Plan, at a cost not to exceed \$20,000. Due to the time frames necessary to solicit proposals, select a contractor, and to negotiate the agreement, the funds set aside by your Board last year for Community Programs facility improvements were included in the FY 01-02 budget, and the matter scheduled to return to your Board on this agenda date.

The purpose of this letter is to seek your Board's approval to enter into a contract with MacDougall and Company to serve as the consultant to complete Community Programs Facilities Work Plan authorized by your Board. Three very competitive proposals to conduct the study were received by HRA, and they were rated by staff on content, presentation, relevant experience, and familiarity with the Santa Cruz County community. The MacDougall proposal was selected, based on principal Laurie MacDougall's past tenure as the executive director of the Cabrillo Music Festival, her work with the Community Foundation of Santa Cruz County, as well as her extensive relevant experience, including the widely publicized *San Francisco Space for Arts Study (September, 2000)*, which documents the impacts of the Bay Area's real estate boom on cultural organizations.

Under the proposed agreement, the contractor will complete the tasks set out in the work plan, commencing with a survey of Community Programs to determine current and anticipated future facility needs. The survey information will then be analyzed by the contractor, and will be factored into the study of potential opportunities for agency collocation and securing permanent facilities for housing Community Programs. It is projected that the study will be completed and available for presentation to your Board this winter.

**COMMUNITY PROGRAMS FACILITIES WORK PLAN CONTRACT**

0168

**Agenda: SEPTEMBER 18,2001**

**Page 2 of 2**

IT IS THEREFORE RECOMMENDED that your Board:

1. Authorize the HRA Administrator to sign the contract with Laurie MacDougall of MacDougall and Company effective September 18,2001 in an amount not to exceed \$20,000; and
2. Direct the Human Resources Agency to return to your Board on or before February 12,2002 for a report on the completed Community Programs Facility and Infrastructure Work Plan Study.

Very truly yours,



CECILIA ESPINOLA  
Administrator

Attachments

CE/GM (n:\hra\board\facilconbdltr.wpd)

RECOMMENDED:

  
Susan A. Mauriello

County Administrative Officer

cc: County Administrative Officer  
Health Service Agency  
Human Care Alliance  
Contractor

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1st day of September, 2001, by and between the COUNTY OF SANTA CRUZ HUMAN RESOURCES AGENCY, hereinafter called COUNTY, and LAURIE MacDOUGALL, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Facilities and Infrastructure Work Plan for Community Programs - formulate and complete a two-five year Facilities Plan which will address current and projected market conditions for housing Community Programs, and identify strategies for siting and colocation of Community Programs, as more specifically described in Exhibit A, "Scope of Work".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$20,000 payable upon completion of work and presentation of a suitable invoices, as more specifically described in Exhibit B, "Budget".

3. TERM. The term of this contract shall be September 18, 2001 through June 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (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 minimum compliance with

all of the following insurance coverage(s) and requirements. Such insurance coverage shall be 0170  
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

Jun /

**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

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(2) Automobile Liability Insurance for each of CONTRACTORS vehicles used in the performance of this Agreement, including owned, non-owned (e.g., owned by CONTRACTOR'S employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$500,000.00 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 Liability Insurance coverage in the minimum amount of \$1,000,000.00 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 \$1,000,000.00 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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to: HRA, 1000Emeline, 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: Gary McNeil, Human Resources Agency, 1000Emeline Avenue, 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, disability, medical condition (cancer related), pregnancy, gender, marital status, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 \$50,000.00 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, disability, medical condition (cancer related), pregnancy, gender, marital status, 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 CONTRACTORs 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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, handicap or 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 \$50,000.00 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. MEDIA AND PUBLICATIONS. The CONTRACTOR agrees that whenever information related to the program funded under this contract appears in reports, the media or in publication, CONTRACTOR shall acknowledge the financial support of the County of Santa Cruz Board of Supervisors.

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 (worker's 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 workplace; (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. NONASSIGNMENT. 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 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:

Attachment A: Amendment of Automobile Liability Insurance. (DELETED)

Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.

Attachment C: Insurance Representations by Contractor

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Human Resources Agency

By: Laurie MacLoughlin  
Address: 306-C Lily Street  
San Francisco CA 94102  
Telephone: (415) 255-1104  
Tax ID#: 546-56-0598

APPROVED AS TO INSURANCE:

By: Janet McKinley 9-4-2001  
Risk Management

APPROVED AS TO FORM:

By: Joe M. Scott  
County Counsel

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

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Attachment BAMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and Laurie MacDougall, (hereinafter called CONTRACTOR) is amended to read as follows:

—/— 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Contract by waiving same.

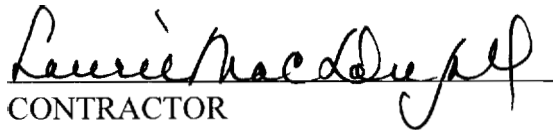
—/— 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

Lu 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: Most work performed at contract's office  
In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective 9/18/01.

  
CONTRACTOR

By \_\_\_\_\_

Attachment C

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

INSURANCE REPRESENTATIONS BY CONTRACTOR

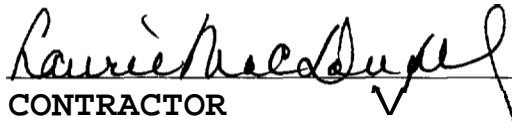
On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

la / Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): General Liability  
✓ it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

—/ — Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_  
\_\_\_\_\_ it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

—/ — Certificate of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): \_\_\_\_\_  
—it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) **of**), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

  
CONTRACTOR

By \_\_\_\_\_



306-C Lily Street/San Francisco, CA 94102  
 (415) 255-1104/Fax (415) 255-1712  
 odduck@aol.com

## SCOPE OF WORK

To Conduct Strategic Plan for County of Santa **Cruz** Community Programs

ASSUMPTIONS: The following assumes that the survey will be prepared and mailed and the results tabulated by the agency. Final deliverable will be a document that outlines the findings of the research methods and recommendations for action in the form of a multi-year plan. Time and expense estimates are based on three site visits.

TIMEFRAME	TASK/ACTIVITY	LM HOURS	JG HOURS
September	Review existing information including: existing surveys; completed GIS maps; United Way CAP study; existing data from other sources such as the Community Foundation of Santa Cruz County. Identify gaps in existing information. Site visit to meet with agency and other potential sources of information.	8	8
September/ October	Help in design of survey instrument to gather missing information, including interest in co-location or sharing of administrative services; co-location sensitivities (incompatible client populations, for example); baseline information about current service levels and projections for the next two-five years. Analyze survey results. (NOTE: Assumes survey will be prepared and sent by agency, and results tabulated by agency.)	12	3
October	Research successful co-location models in Santa Cruz and other counties relevant to Santa Cruz to establish criteria for success, problems to avoid.		16
October	Research current and projected market conditions for lease and purchase of properties suitable to house community programs.		4
October	Identify priority geographic target areas for co-located services based on 200 Census information and highest demographic concentration of lower income residents, using overlay of potential and existing	8	8

**SCOPE OF WORK**  
**To Conduct Strategic Plan for County of Santa Cruz Community Programs**

<u>TIMEFRAME</u>	<u>TASK/ACTIVITY -</u>	<u>LM HOURS</u>	<u>JG HOURS</u>
	service sites with location of poverty concentrations. Site visit projected for October to address whatever concerns require attention.		
November	Analyze cluster of services that could benefit from co-location, factoring in similarities in services, shared client population and client access; develop general guidelines for co-location of community programs and shared administrative functions	20	20
December	Prepare Two-Five Year Strategic Plan for Addressing Community Programs Space Needs that identifies key issues and makes recommendations for action. (NOTE: Cost assumes a single copy will be submitted to the agency.)	32	16
December	Present Plan to the Board of Supervisors. Third site visit dedicated for this purpose.	12	5
Total Hours to Complete Project as Described		92	80
MacDougall Hours @ \$125/hour		\$ 11,500	
Grenzeback Hours @ \$100/hour			\$ 8,000
Total Fees		\$ 19,500	
Expenses (mileage and meals for site visits, telephone, postage, FedEx, copying, materials)		\$ 500	
<b>Total Project Cost</b>		<b>\$ 20,000</b>	

**Exhibit B****BUDGET**

ITEM	AMOUNT
92 Consultation Hours @ \$125/hr.	\$11,500
<b>80</b> Associate Consultation Hours @ \$100/hr.	\$8,000
Mileage & Expenses	\$500
<b>Total</b>	<b>\$20,000</b>

Initials *Am* / \_\_\_\_\_  
 CONTRACTOR/COUNTY

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0181

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

FROM: HUMAN RESOURCES AGENCY

(Dept.)

James Hies (Signature) 9/4/01 (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 HUMAN RESOURCES AGENCY (Agency)  
and, Laurie MacDougall, 306C Lilly Street, San Francisco, CA 94102 (Name & Address)
2. The agreement will provide services to conduct a study of facility and infrastructure  
needs of Community Programs
3. The agreement is needed to implement the 3/27/01 direction of the Board of Supervisors.
4. Period of the agreement is from September 18, 2001 to June 30, 2002
5. Anticipated cost is \$ 20,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Staff: Gary McNeil, ext. 5459  
W-9 attached
7. Appropriations are budgeted in 395200 (Index#) 5191 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12592 Date 9/5/01  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Arthur J. Vely Deputy.

W-9 ATTACHED

Proposed 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).

County Administrative Officer

Remarks:

SS (Analyst)

By Ah Sch Date 9/6/01

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.

ADM - 29 (6/95)

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  
By \_\_\_\_\_ Deputy Clerk

26