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# County of Santa Cruz

## PLANNING DEPARTMENT

701 OCEAN STREET - 4<sup>TH</sup> FLOOR, SANTA CRUZ, CA 95060

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

ALVIN D. JAMES, DIRECTOR

August 31, 2001

AGENDA: September 18, 2001

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

**SUBJECT: FINAL WORK PRODUCTS FROM DILL DESIGN GROUP FOR  
UPDATE TO HISTORIC RESOURCES INVENTORY FOR FISCAL  
YEAR 2000-2001**

Members of the Board:

On May 24, 2000, the Historic Resources Commission selected Dill Design Group to prepare an update of the County's Historic Resources Inventory. On June 27, 2000, your Board approved contract CO 02180 with Dill and authorized the expenditure of \$10,000.00 for the fiscal year 2000-2001 (July 1, 2000 – June 30, 2001) for the purpose of updating the Historic Resources Inventory (Inventory). The Historic Resources Commission (HRC) supplied Dill Design Group (Dill) with Assessor's Parcel Numbers and/or addresses of properties to be evaluated for potential inclusion on the Inventory and of properties currently on the Inventory to be evaluated for possible change in historical status rating. Draft work products were received from Dill in March of 2001. On April 11 and May 9, 2001, the HRC considered the draft work products. On May 9, 2001, the HRC approved a resolution recommending that your Board add to the Inventory most of the unlisted properties that were evaluated by Dill and change the historical rating of some of the properties already on the Inventory. On June 12, 2001, your Board adopted Resolution No. 261-2001 approving the recommendation of the HRC based on the draft work products provided by Dill, with two changes.

Paragraph 2 of the contract with Dill states, in part, that the payment of \$10,000.00 will be "payable in two phases. . . a progress payment of \$5,000 upon delivery of the draft Work Products. . . and final payment of \$5,000 upon approval by the Board of Supervisors of the final Work Products, in compliance with the Scope of Work. . . ."

According to the Scope of Work, the consultant was to prepare and deliver to the Planning Department work products consisting of draft and final historic resource documentation forms with photographs for each property proposed to be added to the Inventory or which was to have its existing historic rating revised. The base information contained in the forms was to be provided by the consultant in electronic format. As mentioned above, the draft forms with photographs were delivered to the Planning Department according to the Scope of Work and were considered by the HRC at its April and May 2001 meetings and by your Board on June 12, 2001. The final work products required by the Scope of Work were to include any changes deemed necessary by the HRC or your Board. On July 25, 2001, Dill provided the final work products, including the base information in electronic form, as required by the Scope of Work, fulfilling the final requirement of the contract.

It is necessary now for your Board to acknowledge the approval of the work products by accepting and filing the final work product provided by Dill. In effect, your Board has already approved the final work products by approving the recommendation of the HRC because changes deemed necessary by the HRC were made before the recommendation was forwarded to your Board and changes deemed necessary by your Board did not require the consultant to return with a revised work product. The only changes your Board made to the recommendation were for staff to delete one property recommended for addition to the Inventory and for staff to clearly indicate that two structures on one site were each designated as historic resources. The former change was accomplished by staff not including that property in the list of Board-designated historic resources or in the Inventory. The latter change was accomplished by staff including a notation in the Inventory that each of the two structures evaluated and described on that property are designated historic resources.

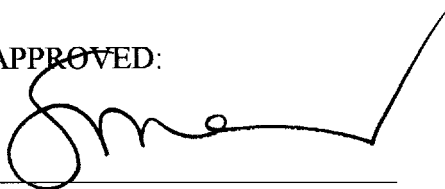
Therefore, it is RECOMMENDED that your Board accept and file the final work products as described in this letter and in the letter of Dill Design Group dated July 24, 2001, completing the requirements of the contract.

Sincerely,



Alvin James  
Planning Director

APPROVED:



Susan A. Mauriello  
County Administrative Officer

- Attachments:
1. Dill Design Group letter dated July 24, 2001
  2. Contract and Scope of Work

DILL DESIGN GROUP  
110 NORTH SANTA CRUZ AVENUE  
LOS GATOS, CA 95030  
  
(408) 354-4015

0195

July 24, 2001

County of Santa Cruz Planning Department  
And Historic Resources Commission  
C/o Steve Guiney  
701 Ocean Street - 4<sup>th</sup> Floor  
Santa Cruz, CA 95060

Re: County of Santa Cruz Historic Inventory Update

Dear Mr. Guiney and the Historic Resources Commission:

This is the final work product for the County of Santa Cruz Historic Inventory Update that was otherwise completed by this **firm** in May of this year. Enclosed please find a CD-ROM that includes the inventory update information in electronic format. Please consider this letter the summary report **as** per the contract.

**Summary:**

The goal of the Historic Inventory Update was to add new resources to the existing Historic Inventory and to research and document certain properties that were already listed. In the fall of 2000, the Santa Cruz County Historic Resources Commission prepared a list of thirty-five properties for Dill Design Group to research and document. Of these properties, ten had not been documented previously and twenty-five of the properties on the list had limited early documentation and were slated for additional research. Dill Design Group conducted research on the properties, and presented the information to the Commission. Thirty-four new State of California Department of Parks and Recreation Recordation Forms (DPR 523's) were written and compiled by Dill Design Group. After the research for one of the properties was presented verbally to the Commission, it was agreed that a DPR would not be required.

The Historic Resources Commission divided the surveyed properties into four categories for the purposes of the public hearings:

- A. Six properties that had not been evaluated previously were proposed for designation as historic resources and added to the Historic Resources Inventory.
- B. Nine properties that had been evaluated previously, and had been detennined to be ineligible for designation **as** historical resources, were reevaluated and proposed for designation **as** historical resources and added to the Historic Resources Inventory.
- C. Of the properties already designated as historical resources in the Historic Resources Inventory, nine were revised and proposed for a new designation rating.

FAX (408) 399-4715 - ldill@ricochet.net

- D. Of the properties that were already listed on the Historic Resources Inventory, the text of two of the listings was proposed to be revised.

The remaining eight properties were not a part of the public hearings, being either withheld or pulled at the request of the owner or at the discretion of the commission.

**Qualifications of Dill Design Group:**

Leslie A. G. Dill, Principal of the firm of Dill Design Group, has a Master of Architecture with a certificate in Historic Preservation from the University of Virginia. She is licensed in California as an architect. Franklin Maggi, an Architectural Historian with Ms. Dill's firm, has a Bachelor of Architecture with an area of concentration in Architectural History from the University of California, Berkeley. Amber Engle, Preservation Specialist with Dill Design Group, has a Master of Arts with an area of concentration in Historic Preservation from Savannah College of Art and Design. Charlene Duval, Historian, has a Master of Social Science with emphasis in History, Geography and Archeology from San Jose State University. Leslie A. G. Dill, Franklin Maggi, and Charlene Duval are listed with the Northwest Information Center as meeting the requirements to perform identification, evaluation, registration, and treatment activities within the professions of Historic Architect, Architectural Historian, and Historian, respectively, in compliance with state and federal environmental laws.

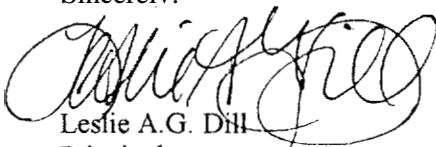
**Survey Update Methodology:**

Franklin Maggi, Amber Engle and Charlene Duval conducted several field surveys of the subject properties in the fall of 2000 and the spring of 2001. The buildings and sites were examined. Notes on the architecture, characteristic features and the neighborhood context were made in each case. Photographs were taken of the exterior of each structure. Architectural descriptions were written based on these notes and photographs. Additional research was undertaken that included visits to major repositories of local historic source material. These repositories included the California Room of the Martin Luther King Jr. Main Library, Aptos Chamber of Commerce Historical Archives, and the Offices of the Santa Cruz County Recorder and Surveyor.

The DPR's were prepared utilizing the methodology recommended by the National Park Service, as outlined in Preservation Briefs # 17 (Architectural Character: Identifying the Visual Aspects of Historic Buildings as an Aid to Preserving Their Character), and #35 (Understanding Old Buildings: The Process of Architectural Investigation).

Thank you for the opportunity to work with you. We look forward to continuing to update the Santa Cruz County Inventory in the 2001-2002 fiscal year.

Sincerely:



Leslie A.G. Dill  
Principal

Enclosure

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this      day of                      20      , by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and The Dill Design Group, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Prepare an update to the County's Historic Inventory.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Not to exceed the amount of \$10,000, payable in two phases: a progress payment of \$5,000 upon delivery of the draft Work Products to the Planning Department, and final payment of \$5,000 upon approval by the Board of Supervisors of the final Work Products, in compliance with the Scope of Work (see Attachment 1) and Study Timeline (see Attachment 2).**

3. TERM. The term of this contract shall be: **From July 1, 2000 to June 30, 2001.**

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

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

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

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 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 \_\_\_\_ / \_\_\_\_.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_ / \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ 1,000,000.00 combined single limit. This insurance coverage shall not be required of both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here \_\_\_\_ / \_\_\_\_.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial

General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Planning Department  
Attn: Fiscal  
701 Ocean Street Room 418  
Santa Cruz, CA 95060

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

Santa Cruz County Planning Department  
Attn: Fiscal  
701 Ocean Street Room 418  
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation,

age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.



It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

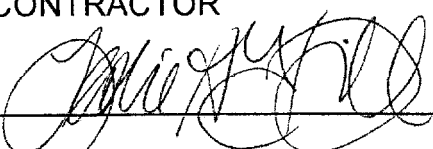
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): **Attachments #1 and 2**

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: 

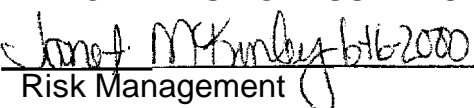
By: \_\_\_\_\_

Address: **110 North Santa Cruz Avenue  
Los Gatos, CA 95030**

Telephone: **408-354-4015**

2. APPROVED AS TO INSURANCE:

3. APPROVED AS TO FORM:

By:   
Risk Management

By:   
County Counsel

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

## SCOPE OF WORK

The consultant will evaluate a range of historic resources identified by County staff, the public and/or the County Historic Resources Commission (HRC) for eligibility in the County's Historic Inventory. It is estimated that the consultant will:

- 1) document at least 10 new resources on DPR523 forms, and
- 2) evaluate at least 25 existing Historic Inventory DPR523 forms for their completeness and accuracy

for submittal to the County Planning Department, consideration (Study Session and a minimum of two Public Hearings) by the County Historic Resources Commission, and action (public hearing ) by the Board of Supervisors for inclusion in the County's Historic Inventory, and submittal to the State Department of Parks and Recreation, Office of Historic Preservation for inclusion in the California Register.

The consultant's work program will be broken into four parts:

- a. Initial field reconnaissance. The purpose of the initial field reconnaissance will be to establish the level of research necessary for the property being considered. During the initial field reconnaissance, the physical characteristics, condition and integrity of the property will be considered and noted. The building and sites will be photographed. Assessments will be made in the field in relation to Criterion C of the National Register of Historic Places, and Criterion 3 of the California Register of Historic Resources.
- b. Intensive research. Historical research will be conducted on the properties, beginning with general tools such as maps, census data, regional histories, and City Directories. After establishing construction dates and associated personages, more detailed research will be conducted at local archives and through oral interviews where possible to develop the context and help determine levels of significance.
- c. Preparation of DPR523 forms. These forms, including forms A, B, and related Continuation Sheets, will be prepared following preparation of property descriptions and historical overviews for each resource. These forms are prepared from a matrix of information. The base information will be made available for future use by the Planning Department in the form of either a Microsoft Access database or Excel table.
- d. Summary report. The results will be tabulated and presented in a DRAFT report format to the Planning Department with the DPR523 forms attached. These forms will include screened photos integrated into the DPR523 pages to facilitate readability when photocopied. The DRAFT report will be considered by the Planning Department, HRC and Board of Supervisors. A FINAL report will incorporate any changes deemed

necessary by these review bodies, prior to submittal of a **FINAL** Summary report to the Planning Department for inclusion in the County's Historic Inventory and to be forwarded to the State DPR for inclusion in the California Register.