



# County of Santa Cruz

0133

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## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

November 9, 2001

Agenda: November 20, 2001

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California

### Emergency Repair - Tenant Improvements for 1400 Emeline Relocation

Dear Members of the Board:

As your Board is aware, the relocation of Human Resources Agency (**HRA**) and Health Services Agency (**HSA**) staff and programs housed in the 1400 Emeline facility has recently been accomplished. As part of this relocation effort, tenant improvements to the new leased facilities at 100 Pioneer and the 324 Encinal Avenue facility were required in order to make each site functional for the provision of County services. Because of the compressed time line to accomplish this relocation effort, the General Services Department authorized the work at the two sites on an emergency basis. We are now requesting that your Board approve and ratify these repairs.

Kase Pacific Construction, a local firm that has successfully completed several projects for the County, was selected to complete the improvements. The scope of work for these projects included construction of a secure reception area and confidential interview rooms, installation of doors for security purposes and improved access to areas of the facilities, electrical wiring work to bring power to modular cubical units and to provide emergency power, and other various repairs and minor improvements. The cost for improvements at the 100 Pioneer facility is \$38,921 and \$39,689 for the Encinal Avenue facility. The quality of work performed by Kase Pacific and the timely manner in which it was completed significantly expedited the County's ability to relocate staff of the two agencies on schedule.

Funding for this work is available in the Plant Budget 191023, Subobject 6610. General Services will be seeking reimbursement for a portion of these costs and other costs incurred by the department of approximately \$23,000 from the respective landlords of each facility per our lease agreements.


It is, therefore, **RECOMMENDED** that your Board:

1. Approve and ratify the attached Independent Contractor Agreement with Kase Pacific Construction for the emergency repair and tenant improvements at the 100 Pioneer facility at a cost of \$38,921;

Emergency Repair -Tenant Improvements for 1400 Emeline Relocation  
November 20,2001  
Page 2

2. Approve and ratify the attached Independent Contractor Agreement with Kase Pacific Construction for the emergency repair and tenant improvements at the Encinal Avenue facility at a cost of \$39,689; and
3. Authorize the Auditor Controller to process payments in the amounts of \$38,921 and \$39,689 to Kase Pacific Construction for these improvements.

Very truly yours,



BOB WATSON  
General Services Director

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

cc: County Counsel  
Risk Management  
Auditor-Controller  
Kase Pacific Construction

A:\relocationtis.wpd

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT,

0135

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

FROM:

General Services

(Dept.)

(Signature)

11/9/01

(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 County of Santa Cruz, General Services (Agency)  
and, Kase Pacific Construction Co. 1209 N. Branciforte Ave, Santa Cruz 95062 (Name & Address)
2. The agreement will provide building alterations and remodeling for 100 Pioneer St, Santa Cruz  
for the re-location of HRA and HSA employees from 1400 Emeline.,
3. The agreement is needed because this work can be performed most expeditiously by contract.
4. Period of the agreement is from October 1, 2001 to December 31, 2001
5. Anticipated cost is \$ 38,921.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_
7. Appropriations are budgeted in 191023/XXXX Q44006 (Index#) 6610 (Subobject)

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

Appropriations are available and have been encumbered.  
are not will be

Contract No. 12642 Date 11/9/01

GARY A. KNUTSON, Auditor - Controller

By Alvin J. Vichy Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
\_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_

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

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**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this 1st day of October 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Kase Pacific Construction hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: perform all the work and furnish all the labor, materials, equipment and all utility and transportation services necessary to remodel office space at 100 Pioneer Street, Santa Cruz for County of Santa Cruz General Services Department.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$38,921.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this contract shall be: October 1, 2001 through December 31, 2001.

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, agent\$, 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 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 from 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 the 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."

(Please see next page)

(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  
 General Services Department  
 Attn: Paul Crawford  
 701 Ocean Street, Room 330  
 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  
 General Services Department  
 Attn: Paul Crawford  
 701 Ocean Street, Room 330  
 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 employees 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. 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. 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.

0139

(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. NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

**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.

0140  
**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:

**14. PREVAILING WAGE RATES.** The statement of prevailing wages appearing in The General Prevailing Wage Rate as determined by the California Department of Industrial Relations is hereby specifically referred to and by this reference is made part of this contract. The Contractor agrees that each worker of the Contractor, or any of his subcontractors engaged in the work on this project shall not be paid less than the general prevailing wage rate.

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

**1. CONTRACTOR** KASE Pacific

**4. COUNTY OF SANTA CRUZ**

By: [Signature]  
SIGNED

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

Michael R. Molinar  
PRINTED

PRINTED

Address: 1209 N Broncofate Ave  
Santa Cruz, CA 95062

Telephone: (831) 458-1437

**2. APPROVED AS TO INSURANCE:**

[Signature] 11-13-2001  
Risk Management

**3. APPROVED AS TO FORM:**

[Signature]  
County Counsel

**DISTRIBUTION:**

- General Services Department
- Auditor-Controller
- Risk Management
- o Kase Pacific Construction
- o

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**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT,**

0141

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

FROM:

General Services

(Dept.)

(Signature)

11/9/01

(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 County Of Santa Cruz, General Services (Agency)  
and, Kase Pacific Construction Co. 1209 N. Branciforte Ave., Santa Cruz 95062 (Name & Address)
2. The agreement will provide building alteration and remodeling for 324 Encinal Street, Santa Cruz  
for the relocation of, HRA and HSA employees from 1400 Emeline.,
3. The agreement is needed, because this work can be most expeditiously performed by contract-
4. Period of the agreement is from October 1, 2001 to December 31, 2001
5. Anticipated cost is \$ 39,689.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: \_\_\_\_\_
7. Appropriations are budgeted in 191023/Q44007 (Index#) 6610 (Subobject)

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

Appropriations are available and will be encumbered.

Contract No. 12643

Date 11/9/01

GARY A. KNUTSON, Auditor - Controller

By Adam J. Vely Deputy.

Proposa 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:

(Analyst)

By \_\_\_\_\_ Date \_\_\_\_\_

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

**Distribution:**

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Conary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM - 29 (6195)

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 \_\_\_\_\_

BY \_\_\_\_\_ Deputy Clerk

**24**

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this 1st day of October 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Kase Pacific Construction hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: perform all the work and furnish all the labor, materials, equipment and all utility and transportation services necessary to remodel office space at 324 Encinal Street, Santa Cruz for County of Santa Cruz General Services Department.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$39,689.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. **TERM.** The term of this contract shall be: October 1, 2001 through December 31, 2001.

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 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 from each subcontractor equivalent to that required<sup>0143</sup> of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

**A. Types of Insurance and Minimum Limits**

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(Please see next page)

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**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.

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(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.

0145

(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.

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**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.

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**9. NONASSIGNMENT.** CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

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

**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.

0146

**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:

**14. PREVAILING WAGE RATES.** The statement of prevailing wages appearing in The General Prevailing Wage Rate as determined by the California Department of Industrial Relations is hereby specifically referred to and by this reference is made part of this contract. The Contractor agrees that each worker of the Contractor, or any of his subcontractors engaged in the work on this project shall not be paid less than the general prevailing wage rate.

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

**1. CONTRACTOR** *Kase Pacific*

**4. COUNTY OF SANTA CRUZ**

By: *[Signature]*  
SIGNED

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

*Michael R. Molinari*  
PRINTED

\_\_\_\_\_  
PRINTED

Address: *1209 W Brancifort Ave*  
*Santa Cruz CA 95062*

Telephone: *(831) 458-1437*

**2. APPROVED AS TO INSURANCE:**

*Janet McKinley 11-13-2001*  
Risk Management

**3. APPROVED AS TO FORM:**

*Gamela Gyle*  
County Counsel

**DISTRIBUTION:**

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