0427



# County of Santa Cruz

### **REDEVELOPMENT AGENCY**

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 95060-4000 (831) 454-2280 FAX: (831) 454-3420 TDD: (831) 454-2123 TOM BURNS, AGENCY ADMINISTRATOR

November 9,2001

Agenda: November 20,2001

Board of Directors County of Santa Cruz Redevelopment Agency 701 Ocean Street Santa Cruz, CA 95060

# ANNA JEAN CUMMINGS PARK TARPLANT MANAGEMENT AND WETLAND ENHANCEMENT

Dear Members of the Board:

Construction of park improvements on approximately 25 acres at Anna Jean Cummings Park began in July 2000, the lower bench of the park was opened to the public on May 5, 2000, and final construction and maintenance was completed on October 17, 2001. The park has been well received by the community. As your Board may recall, the Anna Jean Park property also includes over 70 acres of undeveloped open space.

Through the planning and permit process, two sensitive habitat areas were identified within the undeveloped open space that require restoration work. These include a Santa Cruz tarplant management area located on the northwesterly most portion of the Anna Jean Cummings Park site, and a wetland enhancement area immediately adjacent to park improvements on the upper bench. Santa Cruz tarplant is listed as Endangered by the State of California. Per the development permit requirements, the first season of restoration activities has been completed by a biotic restoration specialist. It's now necessary to enter into an agreement to complete another season of work. Attached for your Board's approval is a contract with Central Coast Wilds, (Attachment 1), a local firm specializing in biotic restoration, in an amount not to exceed \$34,960, for those services.

Funds are available in the project budget for this purpose. The Redevelopment Agency staff has determined that the improvements will be of benefit to the Project Area, that no other means of financing the improvements are reasonably available to the community, that the project will assist in the elimination of blight, and that the project is consistent with the Five Year Implementation Plan of the Redevelopment Agency.

It is therefore RECOMMENDED that your Board, as the Board of Directors for the

Redevelopment Agency, take the following actions:

- 1) Approve the attached contract with Central Coast Wilds (Attachment 1) for an amount not to exceed \$34,960.00 for Tar Plant Management and Wetland Enhancement for the Anna Jean Cummings Park;
- 2) Authorize the Agency Administrator to sign the contract; and
- 3) Concur with and adopt the findings identified above.

√ery truly yours,

Tom Burne

Redevelopment Agency Administrator

TB:gc

**RECOMMENDED:** 

Susan A. Mauriello

Redevelopment Agency Director

Attachments:

1)Contract

2)ADM 29

cc. F

**RDA** 

Central Coast Wilds

**POSCS** 

S:\BOARDPND\centralwild.wpd

Contract No.	
Commact No.	

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and CENTRAL COAST WILDS, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: <u>as described in Exhibit 1. "Scope of Work."</u>
- 2. <u>COMPENSATION</u>. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: <u>as described in Exhibit 2, "Compensation."</u>
  - 3. TERM. The term of this contract shall be: until July 30. 2002.
- **4.** <u>EARLY TERMINATION</u>. 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 AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their 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 or AGENCY 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'Sperformance under the terms of this Agreement, excepting any liability arising out of the sole negligence of AGENCY or 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).

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6. <u>INSURANCE</u>. 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 AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or 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 AGENCY 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 AGENCY 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 combined single limit, if, and **only** if, this Subparagraph is initialed by CONTRACTOR and AGENCY \_\_\_\_\_/

### 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, <u>and</u> The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa Cruz <u>and</u> The County of Santa Cruz Redevelopment Agency."

(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:
County of Santa Cruz Redevelopment Agency
Agency Administrator
701 Ocean Street, Room 510
Santa Cruz, CA 95060."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide AGENCY 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:

County of Santa Cruz Redevelopment Agency Agency Administrator. **701** Ocean Street, Room **510** Santa Cruz, CA 95060.

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY</u>. 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, sex, sexual orientation, pregnancy, gender, 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, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, pregnancy, gender, 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) 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.
- (3) 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 AGENCY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of AGENCY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. AGENCY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST</u>: The CONTRACTOR rather than AGENCY 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, AGENCY 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 AGENCY 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 AGENCY;

(i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY 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.** <u>NONASSIGNMENT</u>. CONTRACTOR shall not assign this Agreement without the prior written consent of the AGENCY.
- 10. <u>RETENTION AND AUDIT OF RECORDS</u>. 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 AGENCY, 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. <u>PRESENTATION OF CLAIMS</u>. 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. <u>ACKNOWLEDGMENT</u>. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Redevelopment Agency has provided funding to the CONTRACTOR.
- **13.** <u>ATTACHMENTS</u>. This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit 1. "Scope of Work." Exhibit 2. "Comuensation."



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

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By.	4.3 (1.1.)
Kedeveloj	oment Agency Administrator
Date	
CONTRACT	FOR: CENTRAL COAST WILDS
By:	about Joela
Date 11	-6-2001
Address:	114 Liberty Street
	Santa Cruz, CA 95060
Telephone:	(831) 459-0656
APPROVED	FOR INSURANCE:
By:	
Rick Mar	nagement

Ramada Inn

**DISTRIBUTION:** County Administrative Office

APPROVED AS TO FORM:

County Counsel

Auditor-Controller County Counsel Redevelopment Risk Management

Contractor

C: MyFiles twp 7 does to NTRACT (CONTRACT 12001-02 tensor alcoust, wpd tev. 11/01



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www.EcologicalConcerns.com

EXHIBIT 1

## **SCOPE OF WORK**

### **Wetland Enhancement Area**

- Mow Wetland Enhancement Area, one time per month, Feb-Jun 2002, inclusive
- Remove broom patch above Wetland Enhancement Area
- Control invasive exotic species in Wetland Enhancement Area, including Himalayan blackberry, black mustard, hemlock, and pennyroyal
- Maintain areas planted in 2001
- Monitoring, photodocumentation, and report writing, including monitoring ten stations as in 2001
- Report to be submitted by 7/16/02

### **Tarplant Management Area**

- Mow Tarplant Management Area, once in the fall and one time per month, Jan-Jun 2002, inclusive
- Rake Tarplant Management Area, once in the fall and once in spring
- Lightly hoe areas identified as highly probable for tarplant seedbank (areas hoed in 2001)
- Mow broom patch
- Control Harding grass
- Monitoring, photodocumentation, and report writing, including repeat of relevé survey performed in 2001.
- Report to be submitted by 7/15/02

831 459 0658

114 LIBERTY STREET SANTA CRUZ, CA 95060 CCL #778397

(831) 457 1606

FROM: CENTRALCOASTWILDS

0436



# **Central** Coast Wilds

California Native Plants Ecological Restoration Botanical Consulting

## mmr.EcologicalConcems.com EXHIBIT 2

### **COMPENSATION**

Wetland Enhancement	Total		
Oversite; Monitoring. and Reporting	\$	4,680.00	
Invasive Exotic Control	\$	6,500.00-	
Mowing	\$	2,550.00	
Maintenance	: \$	2,480.00	
TOTAL WE	* \$	16,210.00	
Tarplant Management	Total		
Oversite, Monitoring, and Reporting	\$	4,680.00	
Invasive Exotic Control	\$	3,630.00	
Mowing, Hoeing, and Raking	\$	10,440.00	
TOTAL TM	\$	18,750.00	
TOTAL WE AND TM	Ş	34,960.00	

CONTRACTOR CONTRA

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PROI Lai	PRODUCER (559)297-9484 FAX (559)297-4558  Landscape Contractors (Lic#0755906)  Insurance Services, Inc.  THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				R I		
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	DBA: Central Coast W	/ilds	INSURER B:				
	114 Libertv Street		INSURER C:		V 100		
	Santa Cruz, CA 95060		INSURER D:				
			INSURER E:		<del></del>		
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CE	RTIFICATE HOLDER ADD	ITIONAL INSURED; INSURER LETTER:	CANCELLAT		1,000		<del>"</del>
Santa Cruz County Redevelopment Agency Gary Carlson 701 Ocean Street room 501 Santa Cruz, CA 95060			BUT FAILUR OF ANY KIN	I DATE THEREOF, THE YSWRITTEN NOTICET BE TO MAIL SUCH NOTI	CRIBED POLICIES BE CANCEL. ISSUING COMPANY WILL END TO THE CERTIFICATEHOLDER INCE SHALL IMPOSE NO OBLIGARY, ITS AGENTS OR REPRESENT	NAMED TO I	MAIL THE LEFT,
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ACORD 25-S (7/97) ©ACORD CORPORATION 1988					©ACORD	CORPO	

### **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

POI ICY NUMBER: 1700003203-011

COMMERCIAL GENERAL LIABILITY 0439 CG 20 10 03 97

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

# ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

### **SCHEDULE**

### Name of Person or Organization:

The County of Santa Cruz and the County of Santa Cruz Redevelopment Agency their officials, employees, agents and volunteers are added as additional insureds as respects to operations and activities of pr on behalf of the named insureds performed under Agreement with the County of Santa Cruz and the County of Santa Cruz Redevelopment Agency

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

CG 20 10 03 97

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Page 1 of 1  $\square$ 

TO: Board of Supervisors  County Administrative Officer  County Counsel  Auditor-Controller	1_	REDEVELOPMENT	(Signature)	(Dept.)
The Board of Supervisors is hereby	requested to approve the attac	ched agreement and authorize th	ne execution of the sar	me.
1. Said cgreement is between the			(N	
2. The agreement will provide bid plan and tarplant ma				
3. The agreement is needed bea		to complete specialized	l biotic restoret	ion
4. Period of the agreement is from	November 20, 20	001	30, 2002	
5. Anticipated cost is \$34,9			Kanaharakananaka	(; Not to exceed)
6. Remorks:				
7. Appropriations are budgeted in NOTE: IF APF		(Ir		(Subobject
Appropriations are not available on	have been encumbered. (	GARY A KNUTSON, Aug By Holm J. Vila	Date 11/8/01 ditor - Controller	Deputy.
Proposa reviewed and ppgroved. It Agency Agministrato Redevelopment Agency	7			e the ^uz
Remarks:	(Agency (Analyst)	By _ Sudnity Adr	ministrative Officer /	109/01_
Agreement approved as to form. Da	Co			• ,
Distribut on:  Bd. of Supv. • White Auditor-Controller • Blue Coun y Counsel • Green • Co. P dmin. Officer • Conary Auditor-Controller • Pink Originating Dept. • Goldenrod  *To Orig. Dept. if rejected.	State of California, do herel		or approval of agreement vinistrative Officer by an ord	was approved by der duly entered nistrative Officer