



# County of Santa Cruz

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## 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

January 10, 2002

AGENDA: January 29, 2002

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

**SUBJECT: Contract Approval, Historic Resources Inventory Update**

Members of the Board:

The Planning Department recommends that your Board approve the attached contract for \$10,000 with the Dill Design Group to conduct an update of the County's Historic Resources Inventory (Inventory), to include development of an Aptos Village Historic District. Ten thousand dollars (\$10,000) is included in the Planning Department's FY 2001-2002 budget for this purpose.

**Background**

Early in 2000, the County's Historic Resources Commission (HRC) determined that the Inventory needed to be updated to correct errors and include additional resources. The HRC estimated that the update would likely extend over a three to four year period, with a FY 2000 – 2001 cost of \$10,000. On June 27, 2000, your Board approved a contract for \$10,000 with Dill Design Group for the first year of the update. The work under that contract was completed and approved by your Board.

Subsequently, the HRC directed staff to issue a Request for Qualifications (RFQ) to various qualified historical preservation consultants to perform the second year of the update, with an emphasis on creation of an Aptos Village Historic District. The RFQ was issued after review and approval by the HRC. The Dill Design Group was selected

by the HRC from a total of two RFQ respondents. The Scope of Work for the project and the timeline for its completion are enclosed with the attached contract (see Attachment). With your Board's approval today, the contract period will start February 13, 2002.

**Recommendation**

It is therefore RECOMMENDED that your Board:

- 1) Approve the attached contract for \$10,000 with the Dill Design Group to conduct an update of the County's Historic Resources Inventory to include development of an Aptos Village Historic District, and
- 2) Authorize the Planning Director to execute the contract on behalf of your Board.

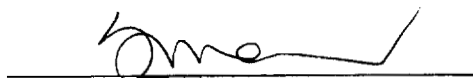
Sincerely,



Alvin James  
Planning Director

Attachment: ADM – 29 and Contract

**RECOMMENDED:**



Susan A. Mauriello  
County Administrative Officer

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

0191

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: Planning (Department)  
BY: [Signature] (Signature) / 1/10/02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the County of Santa Cruz Planning Department (Department/Agency)  
and Dill Design Group, 110 North Santa Cruz Avp., Los Gatos CA 95030 (Name/Address)

2. The agreement will provide an update to the County's Historic Resource Inventory, including  
facilitating the creation of an Aptos Village Historic District.

3. Period of the agreement is from February 13, 2002 to February 12, 2003

4. Anticipated Cost is \$ 10,000.00  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: \_\_\_\_\_

5. Detail:  On Continuing Agreements List for FY 01-02 . Page CC- 17 ✓ Contract No: 02192 ✓ OR  1<sup>st</sup> Time Agreement  
 Section II ✓ No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 542300 (Index) 3665 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

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

Contract No: 12192  
By: [Signature] Date: 1/3/02  
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize  
Planning Director (Dept/Agency Head) to execute on behalf of the Planning Department

Date: 1/10/02 By: [Signature] (Department/Agency)  
County Administrative Office

Distribution:

Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold

State of California  
County of Santa Cruz

[Signature] 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 ap-  
proved by said Board of Supervisors as recommended by the County Administrative Office by an  
order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110			8			
	Auditor Description		Amount	Index	Sub object	User Code

**46**

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and 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 Resources Inventory to include development of an Aptos Village Historic District as described in the Scope of Work in Attachment 1.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

Not to exceed \$10,000 payable in two phases: a proweess pavment of \$5,000 upon delivery of the draft Work Products to the Plannina Department, and final pavment of \$5,000 upon approval by the Plannina Director or designee of the final Work Product which will include any revisions to the draft Work Products required by the Board of Supervisors, in compliance with the Scope of Work (Attachment 1) and Conceptual Timeline (Attachment 2).

3. TERM. The term of this contract shall be: From February 13, 2002 to February 12, 2003.

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 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 \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutory 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 \$\_\_\_\_\_ combined single limit. This insurance coverage shall not be required if 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.” 0194

(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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), 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) In the event of this 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 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 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"):

Scope of Work (Attachment 1) and Conceptual Timeline (Attachment 2).

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

1. CONTRACTOR

Dill Design Group

By:



Address: 110 North Santa Cruz Avenue  
Los Gatos CA 95030

Telephone: (408) 354-4015

4. COUNTY OF SANTA CRUZ

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

2. APPROVED AS TO INSURANCE:

By:

Janet McKinley 1-10-2002  
Risk Management

3. APPROVED AS TO FORM:

By:

David Kerley 1/10/02  
County Counsel

DISTRIBUTION.

County Administrative Office  
Auditw-Controller  
County Counsel  
Risk Management  
Contractor

contract.doc

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**SCOPE OF WORK**  
**County of Santa Cruz Historic Resources Inventory Update**

The consultant will perform an evaluation of 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. The consultant will produce work products relating to a maximum of 35 historic resources. 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 HRC, 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.

Most of the work will be focussed on documenting new resources and updating existing Historic Inventory DPR **523** forms for the purpose of establishing an historic district in Aptos Village. The estimated documentation of at least 10 new resources and evaluation and updating of at least 25 existing Historic Inventory forms may be adjusted by the HRC to include more or less than 10 new resources and more or less than 25 existing Historic Inventory forms but will not exceed 35 total.

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 properties being considered. During the initial field reconnaissance, the physical characteristics, condition, and integrity of the properties will be considered and noted. The buildings 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. Regarding an Aptos Village historic district, the consultant shall develop a context statement that will describe and justify the extent and boundaries of the district, reason(s) supporting creation of the historic district, the theme and period of significance, and the individual and collective significance of the structures in the district.

(con't)

- c. Preparation of DPR523 forms. These forms, including forms A, B, D, 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 and the HRC. The HRC will forward a recommendation on the DRAFT report to the Board of Supervisors for Board consideration and action. A FINAL report incorporating any changes deemed necessary by the HRC and/or the Board will be submitted to the Planning Department for review and approval by the Planning Director or designee 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.

**HISTORIC INVENTORY UPDATE  
CONCEPTUAL TIMELINE**

0199

- **01/29/2002:** Letter to Board of Supervisors recommending approval of Historic Inventory update consultant contract.
- **02/13/2002:** Contract begins
- **02/13/2002:** Consultant meets with Historic Resources Commission at regularly scheduled HRC meeting to confirm directions and discuss timeline and any other issues.
- **06/12/2002:** Consultant presents status report on DRAFT Work Products to Historic Resources Commission at regularly scheduled HRC meeting.
- **09/13/2002:** DRAFT Work Products submitted to Planning Department for review and comment.
- **09/25/2002:** Historic Resources Commission Study Session on DRAFT Work Products.
- **10/09/2002:** Historic Resources Commission Public Hearing on DRAFT Work Products.
- 9 **10/16/2002:** Continued Historic Resources Commission Public Hearing on DRAFT Work Products (if needed).
- **11/26/2002:** Board of Supervisors Public Hearing on Historic Resources Commission recommendation.
- **12/20/2002:** Consultant submits FINAL Work Products, with any revisions directed by the Board, to the Planning Department for Director/designee approval.
- **02/12/2003:** Contract period ends.