



County of Santa Cruz 0371

PARKS, OPEN SPACE & CULTURAL SERVICES

979 - 17th AVENUE, SANTA CRUZ, CA 95062-4170

(831)454-7900 FAX: (831)454-7940 TDD: (831)454-7978

BARRY C. SAMUEL, DIRECTOR

April 4, 2002

AGENDA: April 23, 2002

BOARD OF SUPERVISORS

County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: MILLER PROPERTY

Dear Members of the Board:

On June 5, 2001, your Board approved the donation of 410 acres located on Kings Creek Road in Boulder Creek, commonly known as the Miller Property, to the County of Santa Cruz. Additionally, your Board approved a contract with Michael Hannah to provide regular security services at the site. Under the current agreement, Mr. Hannah, who lives adjacent to the site, provides up to 14 hours per week of monitoring the property and notifying the Sheriff's Department if problems arise.

The current contract with Mr. Hannah expired on March 30, 2002, and the Parks Department is requesting the continuation of the contracted service (see attached contract). The cost of continuing these services through June 30, 2002, is \$5,000. Funding is available for these services in account 492300-3665 this fiscal year.

It is therefore RECOMMENDED that your Board approve the contract with Michael Hannah in the amount of \$5,000 for security services at the Miller Property and authorize the Director of Parks, Open Space and Cultural Services to sign the contract on behalf of the County.

Sincerely,

Barry C. Samuel
Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

BCS/GI/cms

Attachments: ADM-29, Contract

cc: CAO, County Counsel, Auditor/Controller, Parks, Michael Hannah

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0372

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PARKS, OPEN SPACE & CULTURAL SERVICES (Department)
BY: *Centur Mouring Regis* (Signature) 3/15/02 (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 (Department/Agency)
and MICHAEL HANNAH, 17660 KINGS CREEK RD., BOULDER CREEK, CA 95006 (Name/Address)
2. The agreement will provide SECURITY SERVICE FOR THE MILLER PROPERTY

3. Period of the agreement is from MARCH 30, 2002 to JUNE 30, 2002

4. Anticipated Cost is \$ 25,000 5000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks:

5. Detail: ☐ On Continuing Agreements List for FY _____, Page CC- _____, Contract No: _____ OR ☐ 1st 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 492300 (Index) 3665 (Sub object)

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

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

Contract No: 12413

By: *Chaylar*
Auditor-Controller Deputy

Date: 03/26/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

BARRY C. SAMUEL, Director (Dept/Agency Head) to execute on behalf of the COUNTY OF SANTA CRUZ

PARKS, OPEN SPACE & CULTURAL SERVICES (Department/Agency)

Date: 4/12/02

By: *[Signature]*
County Administrative Office

Distribution:

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

State of California
County of Santa Cruz

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 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	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
Auditor Description	Amount	Index	Sub object	User Code	

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INDEPENDENT CONTRACTOR AGREEMENT

0373

THIS CONTRACT is entered into this 30th day of March, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MICHAEL HANNAH, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill on behalf of the County of Santa Cruz Parks, Open Space and Cultural Services Department to accomplish the following results: Provide special services on the property located on Kings Creek Road, Boulder Creek, commonly known as the Miller property, according to the attached specifications which are hereby incorporated into this agreement.

See ATTACHMENT A – Scope of work (one page)

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: \$25 per hour for time spent in activities listed in Attachment A, for an amount not to exceed \$5,000, through June 30, 2002.

All requests for payment shall be submitted to the County of Santa Cruz Department of Parks, Open Space and Cultural Services, 979 17th Avenue, Santa Cruz, California 95062-4170.

3. **TERM.** The term of this contract shall be through June 30, 2002.

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

5. **USE OF DOCUMENTS.** Plans and documents prepared under this Agreement and provided to COUNTY shall become the property of COUNTY. CONTRACTOR may use such plans and documents for the purpose of illustrating the nature or scope of project involvement. COUNTY understands that such plans and documents are to be used for this project only and that any future use would be at the sole risk of COUNTY.

6. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 6 and 7 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 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).

7. **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.

0374

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) Workers' 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 \$ _____ 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.

(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

Parks, Open Space and Cultural Services Department
Attention: Gretchen Iliff
979 17th Avenue
Santa Cruz, CA 95062

0375

(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
Parks, Open Space and Cultural Services Department
Attention: Gretchen Iliff
979 17th Avenue
Santa Cruz, CA 95062

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

A. 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. 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 CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) 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, 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-Owned Enterprises are available from the County General Services Purchasing Division.

(2) 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-Owned Business Enterprises.

(3) In the event of 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 COUNTY.

(4) 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. 0376

9. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (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: 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) CONTRACTOR rather than 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) 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 CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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

12. 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.

13. 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.

14. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY _____

This Agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees. Non-compliance during the term of the contract will be

considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies. 0377

If a contract for covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or work place crime. Upon request by COUNTY, CONTRACTOR shall demonstrate to COUNTY that good faith efforts have been made to comply with this provision.

15. **ATTACHMENTS.** This Agreement includes the following attachments:

Attachment B - Amendment of Comprehensive or Commercial General Liability Insurance Requirement

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

COUNTY OF SANTA CRUZ

MICHAEL HANNAH

By: _____

By: _____

PRINTED

Michael Hannah
17660 Kings Creek Road
Boulder Creek, CA 95006

TELE: 831 / 338-3415

FAX: 831 / 338-3706

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Janet McKinley 4-3-2002
Risk Management

Michael Hannah
County Counsel

DISTRIBUTION:

- Auditor/Controller
- Risk Management
- County Counsel
- Parks
- Michael Hannah

CONTRACTOR shall provide special services for COUNTY's property located on Kings Creek Road in Boulder Creek, County of Santa Cruz, commonly known as the MILLER PROPERTY, APNs 085-092-08; 085-152-08; and 085-153-03.

CONTRACTOR shall spend up to fourteen (14) hours per week monitoring the property. The allowed hours shall be divided such that CONTRACTOR is on the property at least one hour per day.

CONTRACTOR shall notify the Santa Cruz County Sheriffs Department of any and all incidents of trespass or other unlawful activity on the property.

CONTRACTOR shall discourage illegal dumping on the property by collecting garbage on or near the property which is visible from Kings Creek Road and building berms to keep vehicles from accessing the property for the purpose of dumping.

CONTRACTOR shall install and maintain fencing on the property after consultation and approval by the Director of Santa Cruz County Parks, Open Space and Cultural Services.

CONTRACTOR shall provide a monthly invoice to the County of Santa Cruz Department of Parks, Open Space and Cultural Services indicating the number of hours spent during the preceding month carrying out CONTRACTOR's duties, which shall not exceed fourteen (14) hours per week.

CONTRACTOR is expressly not authorized to make physical contact with person(s) CONTRACTOR encounters on the property. CONTRACTOR shall not make a citizen's arrest of person(s) on the property on behalf of COUNTY and CONTRACTOR shall not participate in any foot or vehicle pursuit of any person(s) on the property on the behalf of COUNTY. Rather, when CONTRACTOR witnesses or reasonably suspects unlawful activity on the property, CONTRACTOR shall contact appropriate law enforcement and wait on the scene for law enforcement to arrive.

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 7A(3) of Contract No. _____, dated **March 30, 2002**, by and between **COUNTY OF SANTA CRUZ** (hereinafter called COUNTY) and **MICHAEL HANNAH**, hereinafter called CONTRACTOR, is amended to read as follows:

/ **1. Guest Speaker Waiver**

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

/ **2. Teacher, Instructor, Trainer Waiver**

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; or, if minors will be involved, the teaching, instructing, or training accomplished (and the activity(ies) involved) will be by such manner and means that a minor of the youngest age allowed to be involved will not be exposed to any reasonable foreseeable **risk** of personal injury; and (3) no person will be exposed to reasonable foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

/ **3. General No Risk Waiver**

CONTRACTOR represents to COUNTY that he will accomplish the result required by this Agreement by manner and means which will expose no person to reasonable foreseeable risk of personal injury or property damage, namely, as follows: No person will be exposed to any reasonably foreseeable risk of personal injury or property damage.

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective March 30, 2002.

DATED: March 15, 2002

COUNTY OF SANTA CRUZ

MICHAEL HANNAH

By: _____

By:  _____