



GOVERNMENTAL CENTER

701 OCEAN STREET - Room 500  
SANTA CRUZ, CALIFORNIA 95060  
(83 1) 454-2323

Agenda date: October 20, 1998

October 5, 1998

BOARD OF SUPERVISORS  
701 Ocean Street  
Santa Cruz, CA 95060

1998/99 CONTINUING CONTRACTS

Dear Board Members:

In order to comply with Section 300 of the County's Procedures Manual, Title I - Finance and Accounting, as adopted by your Board on September 15, 1992, and recommendations approved in adopting the 1998/99 Continuing Agreements List, it is necessary to notify your Board of the execution of contracts included on the Continuing Agreements List which were approved during the 1998/99 Budget Hearings.

Attached is a list of continuing agreement contracts which have been executed and received by the Clerk of the Board during the period of October 5, 1998 through October 16, 1998. The contracts are on file in this office.

IT IS THEREFORE RECOMMENDED that your Board accept and file notification of continuing contracts that have been executed, as shown on the attached list.

Very truly yours,

Susan M. Rozario  
Chief Deputy, Clerk of the Board

RECOMMENDED:

  
-County Administrative Officer

AGENDA OF OCTOBER 20, 1998

DEPARTMENT

BUDGET UNIT NO./CONTRACT

CONTRACTOR

AMOUNT

PARKS, OPEN SPACE AND CULTURAL SERVICES

134904/5354	80134A	SC Co. Veterans Mem. Bldg.	\$ 63,000
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REDEVELOPMENT AGENCY

612200/9827	80254A	Michael Pyatok & Assocs.	\$ 40,000
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CONTRACT NO. 80254A

AMENDMENT 8 TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated December 11, 1990; and amended August 5, 1991; August 25, 1992; August 13, 1993; September 13, 1994; August 22, 1995; October 8, 1996; and August 26, 1997 by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY and Michael Pyatok and Associates by:

1. Extending the term of the Agreement through June 30, 1999;
2. Renewing the annual compensation for a total amount not to exceed \$40,000.00.

All other provisions of said Agreement shall remain the same.

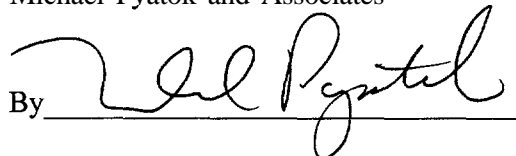
COUNTY OF SANTA CRUZ  
REDEVELOPMENT AGENCY

Dated: 10/6/98

By   
Agency Administrator

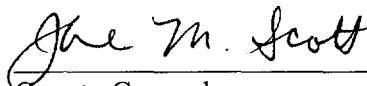
Michael Pyatok and Associates

Dated: 8/18/98

By 

339 15th Street, Suite 212  
Oakland, CA 946 12  
Telephone: (5 10) 465-7010  
FAX:

Approved as to form:

  
County Counsel

DISTRIBUTION: County Administrative Officer  
Auditor-Controller  
County Counsel  
Redevelopment  
Contractor

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

000 17

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

FROM:

Parks, Open Space & Cultural Services (Dept.)

[Signature] (Signature) 7-1-98 (Date)

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

- Said agreement is between the County of Santa Cruz - Parks Department (Agency)  
and Santa Cruz County Veterans Memorial Building Board of Trustees (Name & Address)
- The agreement will provide a County contribution towards the management and operation of the  
Santa Cruz County Veterans Memorial Building, located on Front Street in Santa Cruz,  
California.
- The agreement is needed to meet the conditions between the County and the Veterans  
Memorial Building Board of Trustees.
- Period of the agreement is from July 1, 1998 to June 30, 1999
- Anticipated cost is \$ 63,000.00 ✓ (Fixed amount, Monthly rate, Not to exceed)
- Remarks: On the Board of Supervisors approved list of continuing agreements.  
Section II ✓ Item 8.
- Appropriations are budgeted in 134904 (Index#) 5354 (Subobject)

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

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

Contract No. 80134A Date 10/6/98

GARY A. KNUTSON, Auditor - Controller

By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Director of County Parks to execute the same on behalf of the County of Santa Cruz  
(Agency).

Remarks:  
(Analyst)

County Administrative Officer  
By Peter [Signature] Date 10/8/98

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 entered  
in the minutes of said Board on 10/20 98  
By \_\_\_\_\_ 19\_\_\_\_\_  
County Administrative Officer  
Deputy Clerk

## AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated July 1, 1997, by and between the County of Santa Cruz, and the Santa Cruz County Veterans Memorial Building Board of Trustees, by extending the term of the agreement to July 1, 1998, through June 30, 1999; for a total amount not-to-exceed \$63,000.00.

All other provisions of said Agreement shall remain the same.

Dated: \_\_\_\_\_

COUNTY OF SANTA CRUZ

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

Approved as to Insurance:

By: \_\_\_\_\_  
Risk Management

CONTRACTOR

By: Richard R. Selby

Approved as to form:

Address: 731 CURBUCK DRIVE  
APTO Santa Cruz, CA 95060 95003

By: Quigley L. New  
Office of the County Counsel

Phone: (408) 459-04 15

DISTRIBUTION:

CAO  
Auditor-Controller  
County Counsel  
Risk Management  
Parks Department  
Contractor

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

7013  
19

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

FROM: Parks, Open Space & Cultural Services (Dept)  
\_\_\_\_\_  
(Signature) 7 - 14 - 97 (Date)

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

- Said agreement is between the County of Santa Cruz - Parks Department (Agency)  
and Santa Cruz County Veterans Memorial Building Board of Trustees (Name & Address)
- The agreement will provide a County contribution towards the management and operation of the  
Santa Cruz County Veterans Memorial Building, located on Front Street, Santa Cruz.
- The agreement is needed to specify the conditions between the two parties.
- Period of the agreement is from July 1, 1997 to June 30, 1998
- Anticipated cost is \$ 88 \$63,000.00 (Fixed amount, Monthly, Quarterly, Annually, etc.)
- Remarks: On the Board of Supervisors approved list of continuing agreements.  
Section II Item B
- Appropriations are budgeted in 134904 (Index#) 5354 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 70134 Date 11/7/17  
are not will be  
Subj: to 97140 70134  
GARY A. KNUTSON, Auditor - Controller  
By \_\_\_\_\_ Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz

\_\_\_\_\_  
(Agency) County Administrative Officer  
Remarks: \_\_\_\_\_  
\_\_\_\_\_  
(Analyst) By [Signature] Date 11/7/17

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  
[Signature] County 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 17  
19 17 By [Signature] Deputy Clerk

## AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated September 21, 1994, by and between the County of Santa Cruz, and the Santa Cruz County Veterans Memorial Building Board of Trustees (SCCVMBBT), by extending the Term of the Agreement to July 1, 1997, through June 30, 1998, for a total contract amount not-to-exceed \$63, 000.00.

All other provisions of said agreement shall remain the same.

1. DATED: \_\_\_\_\_

COUNTY OF SANTA CRUZ

By:   
Director - Parks Department

APPROVED AS TO INSURANCE:

By: Janet McKinley 7-31-97  
Risk Management

CONTRACTOR: SCCVMBBT

By: April Burns

APPROVED AS TO FORM:

By: Maria Costa 8-1-97  
Office of the County Counsel

Address: 5 17 B Mission Street  
Santa Cruz, CA 95060  
Phone: (408) 459-0415

DISTRIBUTION:

County Counsel  
Contractor  
Auditor-Controller  
Parks Department

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

21

Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: County Parks Department (Dept.)  
\_\_\_\_\_  
(Signature) 7-10-96 (Date)

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

Said agreement is between the County of Santa Cruz - Parks Department (Agency)  
and Santa Cruz County Veterans Memorial Building Board of Trustees (Name & Address)

The agreement will provide a County contribution towards the management and operation of  
the Santa Cruz County Veterans Memorial Building, located on Front Street.

The agreement is needed to specify the conditions between the two parties.

Period of the agreement is from July 1, 1936 to June 30, 1997

Anticipated cost is \$ 83,000.00 (Fixed amount; Monthly rate; Not to exceed)

Remarks: On the Board of Supervisors approved list of continuing agreements.

Section II - Item 8.

Appropriations are budgeted in 134904 (Index#) 5354 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 50134A Date 7/10/96  
are not will be

GARY A. KNUTSON, Auditor - Controller

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

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Director of Parks to execute the same on behalf of the County of Santa Cruz

\_\_\_\_\_  
(Agency).

marks: \_\_\_\_\_ (Analyst)  
By [Signature] Date 7/12/96  
County Administrative Officer

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
Co. Admin. Officer - Green  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

State of California, ) ss  
County of Santa Cruz )  
\_\_\_\_\_, 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 \_\_\_\_\_ 1996  
By [Signature] County Administrative Officer



# 60134

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## AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated September 21, 1994, by and between the County of Santa Cruz, and the Santa Cruz County Veterans Memorial Building Board of Trustees (SCCVMBBT), by extending the term of the agreement to July 1, 1996, through June 30, 1997; for a total contract amount of \$63,000.00.

All other provisions of said agreement shall remain the same.

Dated: 9 - L - 96

COUNTY OF SANTA CRUZ

By: 

Director

APPROVED AS TO FORM:

By: 

Office of the County Counsel

CONTRACTOR: SCCVMBBT

By: 

Address:

517 B Mission St

Santa Cruz, California 95060

Phone:

(405) 459-0415

DISTRIBUTION: CAO, County Counsel, POSCS, Auditor, Contractor

REQUEST FOR APPROVAL OF AGREEMENT

23

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

FROM: Parks, Open Space & Cultural Services (Dept.)  
[Signature] (Signature) 09-15-94 (Date)

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

Said agreement is between the County of Santa Cruz (Agency)  
and Santa Cruz County Veterans Memorial Building Board of Trustees (Name & Address)

The agreement will provide A County contribution of \$70,000 towards the operation and management of the Santa Cruz Veterans Memorial Building

1. The agreement is needed to specify the conditions between the two parties

1. Period of the agreement is from September 1, 1994 to June 30, 1995

2. Anticipated cost is \$ 70,000.00 (Fixed amount, Monthly rate, Not to exceed)

3. Remarks: Approved by the Board of Supervisors - June 29, 1994 #33

4. Appropriation; are budgeted in 134904 (Budget) 5354(31348) (Account)

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

Appropriations are available and have been encumbered. Contract No. 40134 Date 9-20-94  
are not will be  
GARY A. KNUTSON, Auditor - Controller  
By [Signature] Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize in writing the County Administrative Officer to execute the same on behalf of the County of Santa Cruz (Agency).

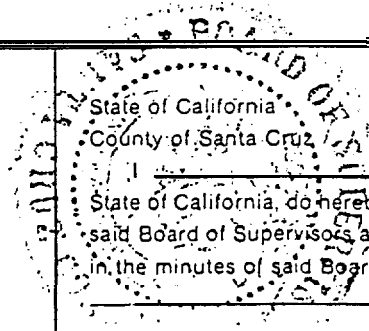
Remarks: \_\_\_\_\_ (Analyst)  
By [Signature] Date 9/1  
County Administrative Officer

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

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

ADM 29/1/79



ss

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 \_\_\_\_\_

19 94

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

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1. PARTIES TO AGREEMENT. The County of Santa Cruz, hereinafter called "COUNTY", and the Santa Cruz County-Veterans Memorial Building Board of Trustees, hereinafter called "SCCVMBBT", hereby enter into this Agreement. For the COUNTY, this Agreement shall be administered by the County Department of Parks, Open Space and Cultural Services.
2. TERM OF AGREEMENT. This Agreement is effective September 1, 1994 and shall continue in effect through June 30, 1996, unless terminated earlier as set forth herein. Upon satisfactory performance of this Agreement, SCCVMBBT and COUNTY may renew this Agreement on an bi-annual basis.
3. FACILITY AND PURPOSE DEFINED. The subject of this Agreement is the management, operation and use of the Santa Cruz Veterans Memorial Building, as herein described and hereinafter referred to as the "SCVMB".

A. Facility.

Name: Santa Cruz Veterans Memorial Building'

Site Address: 846 Front Street, Santa Cruz, California

Parcel Number: A. P. N. 005-052-25

Description: The facility has two stories above ground and a basement. The square footage for all three levels is 19,142. The square footage for each level is as follows: Basement/Bunker is 6,864 square feet; First Floor/Auditorium is 7,254 square feet; and Second Floor is 5,024 square feet. An inside stairwell and elevator services all three levels.

Historical: The SCVMB is registered as an Historical Building.

- B. Operational Purpose. The SCVMB is operated and maintained for the principal purpose of veterans affairs and provision of administrative and clerical office space for COUNTY personnel employed to administer veteran benefit programs. The SCVMB is also defined as a community recreation and cultural center serving public functions that are deemed appropriate under the "SCVMB Facility Rules and Regulations", COUNTY ordinances, and State and City rules and regulations. Recreation and cultural affairs are not to interfere with the principal purpose of serving veterans and scheduled veteran events..

C. Physical Limitations of Agreement. The terms, conditions and performance of this Agreement shall be limited as follows:

- 1) This Agreement shall extend to but not beyond the property boundaries of A.P.N. 005-052-25; and
- 2) This Agreement shall include all three levels of the SCVMB except for the areas occupied by the offices of the County Veterans Services Officer and Veterans Employment and Training Services and all such levels shall be subject to this Agreement.

D. Occupancy Levels. Maximum occupancy shall be determined by the County Fire Marshal.

- 1) First floor/auditorium is designated for assembly use.
- 2) Basement/bunker and second floor are designated for non-assembly use with occupancy levels to remain at 50 persons or less until occupancy designation is modified by the County Fire Marshal and this Agreement is amended in writing by the parties.
- 3) A fifteen-foot-wide easement along the western side of the SCVMB out to the Front Street sidewalk has been dedicated for ingress to and egress from the SCVMB.
- 4) During all business hours, the occupancy level shall not exceed the maximum determined by the County Fire Marshal. At all times SCCVMBST shall monitor and document the occupancy level. Information regarding the occupancy level shall be given to any Law Enforcement Officer or Fire Inspector on demand.

4. COUNTY AS TRUSTEE. COUNTY is the Owner and the Trustee of the SCVMB and is responsible for the SCVMB and has the final authority over decisions, policies and regulations made regarding the operation, maintenance, use, budget, capital outlays, and related decisions regarding the SCVMB. Nothing in this Agreement shall limit the authority of the COUNTY.

5. PAYMENT PROVISIONS.

A. Payment Limit. The maximum payment under this Agreement shall not exceed \$70,000 for the period of September 1, 1994 through June 30, 1995. The payment limit for July 1, 1995 through June 30, 1996 shall not exceed 970,000.

1. Transition. It is the intent of the parties that payment for services rendered and provisions for building improvements will, over time, reduce the COUNTY'S cost for operation of the SCVMB. This will occur over a period of years beyond the term of this agreement. This will be possible as a result of revenues generated under this agreement and any extensions thereof. Given the extent of required structural improvements, this transition will be phased to maximize the

- B. Basis of Payment. In consideration of services rendered, COUNTY shall pay SCCVMBBT on the basis of appropriate monthly claims submitted to Parks, Open Space and Cultural Services in accordance with Exhibit A - BUDGET PLAN, incorporated herein by reference, to be submitted by SCCVMBBT, to COUNTY prior to the release of any payments under this Agreement.
- C. Transfers. In accordance with Exhibit A - BUDGET PLAN, SCCVMBBT shall be permitted to make transfers within the category of "Services and Supplies." Transfers within the "Salaries and Benefits" category may also be made by the SCCVMBBT unless they involve changes in the number and salary of permanent positions. Transfers between the categories of "Salaries and Benefits" and "Services and Supplies," and transfers within "Salaries and Benefits" involving number and salary of positions, may be made only upon the prior written approval of the Director of Parks, Open Space and Cultural Services or his/her designee, providing the transfer is less than 10% of the total budget. Transfers totaling more than 10% of the budget requires the execution of an amendment to this Agreement by the parties including approval by the Board of Supervisors.
- D. Fixed Assets. All fixed assets as defined by County procedures purchased under this Agreement shall become the property of the COUNTY.
- E. Payment Requests. SCCVMBBT shall submit request for payment on expenditure and revenue report forms provided by the COUNTY for any payments made under this Agreement.
- F. Advances.
- 1) SCCVMBBT, as a non-profit corporation that has been granted tax-exempt status under Internal Revenue Code Section 501(c)(3), may receive a one-time cash advance of up to one quarter of the total contract amount for expenses necessary under this Agreement. Prior to granting an advance, SCCVMBBT must submit a written request detailing the need for an advance, including a contract payment expenditure and revenue report form as provided by the COUNTY and evidence that contract activities cannot be effectively carried out without the advance. Such evidence shall consist of a current balance sheet, cash flow statement, or other documentation which adequately supports the request. Advances must be approved in writing by the Director of Parks, Open Space and Cultural Services or his/her designee. Each subsequent monthly payment will be based on actual services.

a satisfactory fidelity bond in the amount of the advance request and naming the COUNTY as loss payee, a certificate for which must be submitted to the COUNTY as part of the advance request and at renewal as set forth herein.

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- 3) SCCVMBBT shall not use a cash advance to provide working capital for non-COUNTY programs, and when possible such an advance shall be deposited in an interest-bearing account, and any interest earned shall be used to reduce program costs during fiscal year 1994-95 or said amount shall be returned to the COUNTY at the conclusion of this Agreement. Carry-over of any portion of an advance or interest from an advance into a subsequent fiscal year is not allowed.

G. Revenues. All revenue generated under this Agreement by SCCVMBBT shall be used to pay for the reasonable expenses and costs of operating, managing, caring for and maintaining the SCVMB pursuant to this Agreement. Revenues which are generated under this Agreement and are in excess of SCCVMBBT'S approved and eligible expenses and costs shall be remitted to COUNTY and placed in a trust fund for maintenance and improvements made to the SCVMB pursuant to a written agreement between the SCCVMBBT and the COUNTY, attached hereto as Exhibit B, and incorporated herein by this reference.

H. Final Payment Request. A request for final payment for the final reporting period of the fiscal year shall be provided to the COUNTY no later than August 15 each year. SCCVMBBT must account for all expenditures, revenues and interest on any advance and expenditures of any interest as part of this final payment fiscal report. All unused funds, including the unused portions of revenues or any advance or interest on any advance, shall be returned to the COUNTY at that time, and shall be placed in the trust fund for maintenance, operations and improvements to the SCVMB.

I. Accounts, Records, Accounting, and Audits. SCCVMBBT shall establish a separate identifiable bank account for all funds including but not limited to funds provided to SCCVMBBT by COUNTY, revenues generated by SCCVMBBT through the use of the SCVMB in any manner and any interest earned on any advance pursuant to this Agreement. No other monies shall be deposited or in any manner co-mingled with this account. All funds deposited shall become revenues generated hereunder, no matter of their source. The SCCVMBBT or any other party shall not have the right to pledge the revenues generated under this agreement in any manner unless approved by the COUNTY in writing.

SCCVMBBT must make and maintain books and records in a form which conforms to generally accepted accounting principles, detailing all costs and expenditures paid or incurred, and income received or earned from activities engaged in connection with this Agreement, and preserve for a period of five (5) years after the term

of this Agreement or until a final audit report is accepted by, COUNTY, whichever occurs first. SCCVMBBT hereby agrees to make all fiscal, administrative and programmatic records available for inspection and the making of excerpts and transcriptions by the authorized representatives of the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, the United States government, POSCS and other County departments, upon request, during the term of this Agreement and for a period of five (5) years after final payment under this Agreement for monitoring and audit purposes and to verify SCCVMBBT'S compliance with the terms of this Agreement. In addition, the records of SCCVMBBT may be audited by County, State, or Federal Government offices, as determined necessary by the COUNTY.

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- J. Audits. SCCVMBBT shall secure an annual financial audit in accordance with generally accepted accounting principals and practices'. SCCVMBBT shall submit the annual audit to COUNTY no later than the first of November of each year or within 30 days of the completion of the audit, whichever occurs first. At its discretion, COUNTY has the authority to perform a financial and/or compliance audit of SCCVMBBT under the provisions of the Single Audit Act.
- K. Audit Exceptions. SCCVMBBT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate County, State, or Federal audit agencies occurring as a result of its performance of the Agreement. SCCVMBBT shall be solely responsible for payment of those costs and expenses which are disallowed by appropriate County, State, or Federal audit agencies, as a result of audits conducted by those agencies.
6. SUPERIOR COURT ORDER NO. 96129. The terms and conditions and the performance of services and use of the SCVMB under this Agreement shall be in compliance with and subject to Superior Court Order No. 96129, dated January 29, 1990 and incorporated herein as Exhibit C. SCCVMBBT agrees to implement this Agreement in full compliance with said Order. A modification of Superior Court Order No. 96129 that recognizes approval by the Court of the changes in management of the SCVMB under this Agreement shall be obtained by COUNTY prior to the effective date of Agreement and shall be incorporated as an addendum to Exhibit C.
7. SERVICES PLAN. Payments under this Agreement to cover eligible costs incurred by SCCVMBBT are for the purpose of achieving the tasks and goals as described in the Services Plan and incorporated herein as Exhibit 0.
- a. ADDITIONAL RESPONSIBILITIES OF THE PARTIES. Additional responsibilities of the parties to this Agreement are as follows:

- A. Disputes. SCCVM8BT shall act to mediate disputes between veterans organizations concerning the use of SCVMB or alleged non-compliance with the rules and regulations adopted or approved by the Board of Supervisors for the management, operations and use of the SCVMB in accordance with procedures established by the SCCVM8BT and which may include provisions for decisions to be made by third party arbitrators.
- B. United Veterans Council. SCCVM8BT shall allow the United Veterans Council (UVC) to appoint a non-voting member to the SCCVM8BT'S Board of Directors to inform the SCCVM8BT of the needs and requirements of the UVC. In addition, the UVC may nominate prospective Board members for consideration to the SCCVM8BT Board of Directors.
- C. Veterans Services Officer. SCCVM8BT shall allow the County Veterans Services Officer sit as a non-voting member on the SCCVM8BT'S Board of Directors.

SCCVM8BT shall allow the COUNTY the full use and enjoyment of its offices in the SCVMB for the Veteran's Services Officer and the Veterans Employment and Training Services and shall not interfere with the COUNTY'S use of these facilities. The COUNTY shall also be permitted unrestricted access to rest room facilities.

D. Compliance with Applicable Laws and Associated Requirements.

- 1) Compliance with All Laws. The SCCVM8BT shall comply with all applicable laws, ordinances, codes, and requirements of the Federal, State and County governments and shall obtain any and all necessary permits, licenses, approvals and inspections that are required in carrying out any activities under this Agreement.
- 2) Permits, Licenses, etc., Required by Users. SCCVM8BT shall ensure that all persons, organizations and agencies that make application to use the SCVMB, comply with all licensing and permitting conditions prior to issuance of a SCVMB Use Permit. SCCVM8BT shall inform all persons, organizations and agencies carrying out events at the SCVMB of the applicability of the City of Santa Cruz admissions tax, and SCCVM8BT shall be responsible for the verification that such taxes are collected where required by City of Santa Cruz Ordinance.
- 3) NO SMOKING Designation of Facility. The SCVMB is owned by the COUNTY. Buildings owned by the COUNTY have been designated as No Smoking pursuant to Santa Cruz County Code. SCCVM8BT shall be responsible and shall ensure that SCVMB Users comply with the COUNTY Smoking Ordinance.
- 4) Food Preparation and Kitchen Facilities. The County Health Officer requires that the SCVMB kitchen facilities located in the lower/bunker level are limited in use to the preparation of food for consumption of private parties. The SCVMB kitchen facilities are not to be used for the preparation of



food for consumption by public pursuant to order of County Health Officer. Upgrades to the SCVMB kitchen facilities **30** are necessary before a food facility permit can be approved. by the County Health Officer. All food preparation activities shall be in compliance with the California Health and Safety Code and County Ordinances.

- 5) Alcohol Consumption.
  - a) Facility use must comply with the State of California Alcohol Beverage Control regulations.
  - b) Under applicable permits and regulations, only those alcoholic beverages with an alcoholic content of twelve percent or less shall be allowed to be served or consumed in the SCVMB (beer, wine and champagne are acceptable).
  - c) Intoxicated individuals shall not be allowed to remain on the premises.
- 6) Sound Level. Any live entertainment or other amplified sound must not be in excess of that permitted by Santa Cruz City, COUNTY, or State regulations.
- 7) Loitering and Littering. Events and activities scheduled at the SCVMB shall not contribute to littering of or loitering in areas adjacent to the SCVMB.
- 8) Compliance with Guidelines for Historical Buildings. The SCVMB is a registered Historical Building and is subject to all applicable laws and Guidelines of the Federal, State and County governments regarding any alterations to historical buildings.
- 9) Building Codes. SCVMB shall be used only in a manner which is fully consistent with state and local building codes.
- 10) Sleeping. Overnight sleeping is prohibited in the SCVMB.
- E. Due Diligence. SCCVMBBT agrees to exercise due diligence in the performance of this Agreement which shall include but not be limited to: promoting the use of the SCVME by veterans organizations and non-veterans groups; and fund raising efforts to support the long-term maintenance and restoration of the SCVME.
- F. Scheduling and Use of Facility. SCCVMBBT shall schedule the use of the SCVMB by various organizations in compliance with the "SCVMB Facility Rules and Regulations" (Exhibit E) attached hereto and incorporated herein by this reference and subject to any restrictions on use by local, state or federal regulatory agencies.
  - 1) SCCVMBBT shall schedule and coordinate the use of the SCVMB.

- 2) SCCVMBBT responsibilities for scheduling and coordinating the use of the SCVMB shall include all three levels of the facility: a) basement/bunker; b) first floor/auditorium (excluding COUNTY offices); and c) second floor. § 3
- 3) SCCVMBBT shall ensure that no other persons, organizations or agencies are allowed to schedule the use of the SCVMB unless accomplished pursuant to a-subcontract agreement between the SCCVMBBT and COUNTY.
- 4) SCCVMBBT shall provide priority use of the SCVMB to Santa Cruz County veterans organizations.
- 5) SCCVMBBT shall allow COUNTY priority use of the SCVMB after Santa Cruz County veterans organizations without charge.
- 6) SCCVMBBT shall ensure that all organizations that use SCVMB-comply with "SCVMB Facility Rules and Regulations" (Ex. E).
- 7) SCCVMBBT shall comply with the SCVMB "Dates of Operation and Hours" as set forth in Exhibit E, Section I.C.4.b. SCCVMBBT may change the normal and customary hours and operation of the SCVMB through application for and approval of an Administrative Use Permit from the City of Santa Cruz. As the authorized building owner signatory, COUNTY would sign the application as Building Owner for the Administrative Use Permit. Administrative Use Permit application fees are an eligible cost under this Agreement.

G. Required Payments. SCCVMBBT agrees to pay or cause to be paid:

- 1) All rates and charges for utilities and services.
- 2) Any occupancy tax, admissions tax or similar tax.
- 3) All license and permit fees with respect to the SCVMB or the use thereof.

SCCVMBBT shall ensure such amounts are paid before any fine, penalty, interest or cost is added thereto for non-payment thereof, and such costs shall be the responsibility of the SCCVMBBT and shall not be paid by the funds which are paid or generated under this Agreement. SCCVMBBT shall insure appropriate taxes are collected and properly remitted.

H. Fees. SCCVMBBT shall charge for the use of the SCVMB in accordance with the current Unified Fee Schedule as adopted by COUNTY.

- 1) SCCVMBBT shall submit any proposed changes to the Unified Fee Schedule to the Director of Parks, Open Space and Cultural Services for approval and inclusion in the County Unified Fee Schedule update process.
- 2) SCCVMBBT shall ensure that no other persons, organizations, or agencies cause a fee to be charged or collect a fee for use of the SCVMB, unless accomplished pursuant to an approved subcontract agreement between SCCVMBBT and COUNTY.

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1. Alterations by Others Prohibited. SCCVMBBT shall not make, or allow any organizations or other persons to make, any alterations, additions or improvements to the structural, electrical, or plumbing of the SCVMB without a prior written approval by the Director of General Services.
  - J. Fire Marshal Duties. SCCVMBBT shall allow the County Fire Marshal to conduct annual inspections for fire safety and shall be responsible to correct any non-structural deficiencies identified in the fire inspection report and to enforce any fire-related management issues.
  - K. Staff Required. SCCVMBBT shall bear the costs of and shall provide staffing for the SCVMB at an appropriate level and in an ordinary, accustomed, reasonable and scheduled manner so as to provide for building security and its safe and comfortable use by the public;
  - L. Security Required. SCCVMBBT shall provide for building security. This shall include but not be limited to routinely inspecting the condition of the SCVME security alarm system to provide uninterrupted alarm services and entering into an agreement for alarm response, maintenance and service with an appropriate security firm. In all cases, the SCVMB shall be operated safely and adequate security shall be provided.
  - M. Janitorial Service Required. SCCVMBBT shall bear the cost of and provide for janitorial-services and supplies in the SCVMB in a manner that is acceptable to the COUNTY including the office areas occupied by the offices of the County Veteran's Services Officer and County Veterans Employment and Training Services. SCCVMBBT is responsible for maintaining the rest rooms in such a manner as to comply with County Health Codes. SCCVMBBT shall use the County General Services Department Custodial Frequency Schedule, attached as Exhibit F as a guide.
  - N. Utilities. SCCVMBBT shall bear the costs of utilities-for the SCVMB. SCCVMBBT shall pay or cause to be paid the operating costs of utility services within the SCVMB used by the SCCVMBBT and not including those services for utilities located within COUNTY-department veterans offices, which are the responsibility of the COUNTY. Utilities, for the purposes of this Agreement, shall be defined to include gas, refuse disposal, water, electricity and telephone services (including pay phones).
    - 1) COUNTY shall only bear those utility costs associated with the COUNTY office operations of the Veterans Services Officer and the Veterans Employment and Training Services located in the SCVMB.
    - 2) COUNTY shall choose a course of action as outlined below that will separate the utility costs for the operations of the COUNTY and the SCCVMBBT and provide for the proper accounting of their respective utility costs:

- a) Director of General Services or his/her designee shall develop a formula that will separate utility costs based on an average cost per square foot for offices used during normal business hours. Utility formula shall define: normal business hours as Monday through Friday; 8 a.m. to 5 p.m.; \* and-evening hours and Saturdays and Sundays as hours of use by the SCVMBBT.

0. Inspections of SCVMB by COUNTY.

- 1) Initial Inspection. COUNTY and SCCVMBBT shall conduct a joint inspection of the SCVMB at commencement of this Agreement to verify overall condition of the SCVMB and to identify any pre-existing major maintenance problems.
- 2) Annual Inspection. COUNTY shall complete an annual inspection of the SCVMB to determine overall condition of the SCVMB. COUNTY shall provide SCCVMBBT with a written report; within thirty (30) days of inspection, that shall specify any necessary corrective action(s) to be taken by SCCVMBBT.

P. Maintenance and Repair of SCVMB.

- 1) Minor Maintenance and Repair. SCCVMBBT shall perform and bear the costs of all routine maintenance and repair of the SCVMB required for the daily operation of the SCVMB and shall take actions recommended by the COUNTY Director of General Services concerning the upkeep of the SCVMB.
- 2) Major Maintenance and Repair. The COUNTY and the SCCVMBBT shall be responsible for the performance of major maintenance repairs to the SCVMB as set forth below:
  - a) COUNTY and SCCVMBBT shall bear the costs of major maintenance and repair for the normal and customary degradation and failure of the SCVMB facility and its infrastructure and all upgrades, remodels and ADA implementation. Scheduling work shall be done in as efficient a manner as is reasonably possible given COUNTY budgetary constraints and the availability of resources in the trust fund. The COUNTY shall coordinate all major maintenance, repair and improvements.
  - b) For the purposes of this Agreement, major maintenance shall be limited to the following: (a) roof leaks; (b) structural problems; (c) plumbing within walls; (d) electrical within walls; and (e) HVAC systems and related building equipment.
- 3) Elevator Maintenance. COUNTY shall bear the costs of an elevator service agreement for the routine inspection, service, and maintenance of the elevator situated in the SCVMB.

4) Maintenance Due to Negligence. SCCVMBBT shall bear the costs of non-routine service, minor and major maintenance repairs to the SCVMB and the SCVMB elevator to be performed by COUNTY that were caused by or through the negligence of the SCCVMBBT or caused by other persons, organizations or agencies, excepting the County; during the term of this Agreement. 34

Q. Scheduling Repairs. COUNTY shall inform SCCVMBBT in writing at least five days in advance, except in emergencies, of the scheduling of repairs or upgrades to the SCVMB that may interfere with SCCVMBBT'S management, operation or other scheduled uses of the SCVMB.

R. Inventory of Non-County Property. SCCVMBBT shall require all individuals and organizations using the SCVMB to identify in writing their respective fixed assets and personal property being used or stored in the SCVMB within sixty (60) days after the execution of this Agreement.

- 1) SCCVMBBT shall provide written notification to the parties if any fixed assets and/or personal property items identified in inventory set forth above are unnecessary to the proper functioning of the SCVMB and direct that such items shall be removed from the SCVMB.
- 2) SCCVMBBT shall thereafter complete an annual inventory of the fixed assets located in the SCVMB in a manner prescribed by the COUNTY. SCCVMBBT shall provide COUNTY with a copy of the annual inventory.
- 3) SCCVMBBT shall account for all assets which are lost, stolen, destroyed or become inoperative. Accounting for all assets and the disposal of any assets shall be done in accordance with COUNTY guidelines.

## 9. REPORTS AND MONITORING.

A. Evaluation. SCCVMBBT shall establish and implement method(s) of self-evaluation, including a review of the goals and measurable objectives under this Agreement.

8. Articles of Incorporation. SCCVMBBT shall submit evidence of incorporation that has been properly recorded by the State of California to the COUNTY prior to execution of this Agreement. Execution of this Agreement shall not occur until SCCVMBBT has submitted required Articles of Incorporation, By-Laws, and a valid tax identification number. SCCVMBBT shall maintain its status as a 501(c)(3) corporation and the Articles of Incorporation as submitted and the By-Laws as submitted, shall remain in effect during the term of this Agreement.--

C. Reports.

- 1) Quarterly Reports. SCCVMBBT shall submit quarterly reports to COUNTY on activities as specified in Exhibit D ("Services Plan") and such additional reports as may be requested by the COUNTY, describing work progress \*in carrying out the approved objectives under this Agreement. SCCVMBBT shall report any performance level which drops below 85% of the measurable objectives specified in Exhibit D, shall explain, and shall provide a written plan to correct said non-performance.
- 2) Timeliness of Reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when required reports have not been submitted to COUNTY by SCCVMBBT within thirty (30) days following the date due.
- 3) Cooperation and Monitoring. SCCVMBBT acknowledges and agrees that, during the term of this Agreement, in addition to the inspection and audit of SCCVMBBT'S financial records, COUNTY may conduct periodic monitoring of SCCVMBBT'S services site, activities, performance, and records under this Agreement, and SCCVMBBT shall fully cooperate with all reasonable request of COUNTY regarding monitoring.
- 4) Minutes of SCCVMBBT Meetings. The COUNTY shall require copies of all minutes of SCCVMBBT meetings within thirty (30) days of their approval.

10. REPRESENTATIONS, WARRANTIES, AND ASSURANCES

- A. Representations and Warranties of SCCVMBBT. SCCVMBBT represents and warrants to COUNTY that there are no actions, suits or proceedings pending, or to the knowledge of the SCCVMBBT threatened against or affecting the SCCVMBBT before any court, arbitrator or governmental or administrative body or agency, which might result in any material adverse change in SCCVMBBT'S operations or property which in any material respect adversely affect its ability to perform under this Agreement.
- B. Authorizing Resolution. SCCVMBBT shall submit to COUNTY a resolution duly approved by its appropriate governing board designating the person authorized to execute this Agreement, attachments and any modifications on behalf of the SCCVMBBT.

11. INDEMNIFICATION AND INSURANCE

- A. Indemnification for Damages, Taxes and Contributions. SCCVMBBT shall exonerate, indemnify, defend, and hold harmless COUNTY, which purpose of this Agreement shall include, without limitation, its officers, agents, employees and volunteers from and against:

- 1) 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 them 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 performance of the SCCVMBBT 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 SCCVMBBT and third persons.
- 2) Any and all Federal, State, and local taxes, charges, fees, or contributions required to be paid with respect to SCCVMEBT and SCCVMBBT'S officers, employees and agents engaged in the performance of this Agreement including, without limitation, unemployment insurance, social security and payroll tax withholding.
- 3) SCCVMBBT hereby waives all claims and recourse against the COUNTY, including the right to contributions for loss or damage to persons or property arising from, growing out of, or in any way connected with this Agreement.

8. Insurance. SCCVMEBT, 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 in excess of insurance coverage by SCCVMBBT.

- 1) Types of Insurance and Minimum Limits. The minimum limits of insurance policies herein specified shall not limit the liability of the SCCVMBBT to the COUNTY under this Agreement.

(a) Worker's Compensation in the minimum statutory required coverage amounts.

(b) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by SCCVMBBT'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 SCCVMBBT is not a material part of performance of this Agreement and SCCVMBBT and COUNTY both certify to that fact by initialing here . . .

by IDB.

(c) Comprehensive liability insurance, including, without limitation, bodily injury liability insurance, with limits of one million dollars (\$1,000,000) per occurrence, insuring against any and all liability of

SCCVMBBT with respect to the use of the SCVMB or arising out of maintenance, use or occupancy thereof; and property damage liability insurance with a limit of not less than one million dollars (\$1,000,000) per accident. All such bodily injury liability insurance and property damage liability insurance shall specifically insure the performance of the SCCVMBBT of the indemnity agreement set for in paragraph \_\_\_\_\_ as to liability for injury to or death of persons or injury or damage to property. \_\_\_\_\_

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- (d) Directors and Officers Liability Insurance. COUNTY acknowledges the SCCVMBET intends to obtain errors and omissions insurance in the minimum amount of \$1,000,000 combined single limitation behalf of its directors and officers to further limit the Liability of any individual... Directors and Officers Liability... Insurance is provided on a "Claims Made" form.

2) Other Insurance Provisions.

- (a) If any insurance coverage required hereunder is provided on a "Claims Made" rather than "Occurrence" form, SCCVMBBT agrees to maintain the required coverage for a period of three (3) years after the expiration date of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. SCCVMBBT may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post 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.

- (b) 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."

- (c) 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: Director of Parks, Open Space and Cultural Services, 9000 Soquel Drive, Suite 101, Santa Cruz, California 95062."

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- (d) All liability and property damage policies shall contain a provision that the COUNTY, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents and employees, by reason of negligence of Lessee.

~~If SCCVMBBT utilizes one or more subcontractors in the performance of this Agreement, SCCVMBBT 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 SCCVMBBT in this Agreement, unless SCCVMBBT and COUNTY both initial here~~                      *dy DG*

- (e) SCCVMBBT 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 and at the time of renewal of each required insurance policy with an original Certificate of Insurance for all required coverages. The timely submission of Certificates of Insurance is a necessary and material term and condition of this Agreement. COUNTY may stop payments under this Agreement when Certificates of Insurance have not been submitted to COUNTY by SCCVMBBT within fifteen (15) days after effective date of Agreement and within fifteen (15) days after expiration date of each required insurance policy. All Certificates of Insurance shall be delivered or sent to: Director of Parks, Open Space and Cultural Services, 9000 Soquel Avenue, Suite 101, Santa Cruz, CA 95062.

- C. If SCCVMBBT utilizes one or more subcontractors in the performance of this Agreement, SCCVMBBT 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 SCCVMBBT in this Agreement, unless SCCVMBBT and COUNTY both initial here                     .
- D. COUNTY shall maintain fire and extended coverage insurance on SCVMB.

12. INDEPENDENT CONTRACTOR STATUS. SCCVM8BT and COUNTY have reviewed and considered the principal test and secondary factors below and agree that SCCVM8BT is an independent contractor and not an employee of COUNTY. SCCVM8BT is responsible for all insurance (Worker's Compensation, unemployment, etc.) and all payroll related taxes. SCCVM8BT is not entitled to any employee benefits. COUNTY agrees that SCCVM8BT shall have the right to control the manner and means of accomplishing the result contracted for herein. 39

- A. Principal Test. The SCCVM8BT rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.
- B. Secondary Factors. (1) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (2) SCCVM8BT is engaged in a distinct-occupation or business; (3) In the locality, the work to be done by SCCVM8BT is usually done by a specialist without supervision, rather than under the direction of an employer; (4) The skill required in the particular occupation is substantial rather than slight; (5) The SCCVM8BT rather than the COUNTY supplies the instrumentalities, tools, and work place; (6) The length of time for which SCCVM8BT is engaged is of limited duration rather than indefinite; (7) The method of payment of SCCVM8BT is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (9) SCCVM8BT and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (10) 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 SCCVM8BT is an independent contractor.

- C. Certification. By their signatures to this Agreement, -each of the parties certifies that it is his or her considered judgement that SCCVM8BT as engaged under this Agreement is in fact an independent contractor.

### 13. GENERAL PROVISIONS

- A. Non-Discrimination/Equal Employment Opportunity. During and in relation to the performance of this Agreement, SCCVM8BT agrees as follows:
- 1) Affirmative Action. SCCVM8BT shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40),

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 SCCVMBBT agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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- 2) Contract Compliance. If this Agreement provides compensation in excess, of \$50,000 to SCCVMBBT and SCCVMBBT employs fifteen (15) or more permanent employees, the following requirements shall apply:

- (a) The SCCVMBBT shall, in all-solicitations or advertisements for employees placed by or on behalf of the SCCVMBBT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. In addition, the SCCVMBBT shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in SCCVMBBT'S solicitation of goods and services. Definitions for Minority/ Women/ Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (b) Prior to any payments under this Agreement, SCCVMBBT shall furnish to the POSCS Department information and reports in the prescribed reporting format to be provided by the COUNTY (PER 4012) for use by the COUNTY Affirmative Action Office, identifying the sex, race, handicap or 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.
- (c) The SCCVMBBT shall cause the foregoing provisions 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.

- 3) Complaint Procedures. SCCVMBBT shall implement written complaint procedures regarding the non-discrimination provisions of this Agreement within 30 days of its effective date and shall provide its non-discrimination policies and said complaint procedures in writing to all users, employees and applicants for employment. 41
- 4) Non-Discrimination. No person or user shall, on the grounds of race, color, religion, national origin, ancestry, physical handicap or disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), or veteran status be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program conducted under this Agreement.
- 5) Latino Equity. SCCVMBBT shall comply with the Latino Equity Standards of Accessibility adopted by COUNTY in April 1992, et. seq. and on file with the Clerk of the Board, incorporated herein by this reference.
- 6) Non-Compliance. In the event of the SCCVMBBT'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this SCCVMBBT may be declared ineligible for further agreements with the COUNTY until such non-compliance is remedied by SCCVMBBT.
- B. Partisan Political Activities. No monies, property or services received by SCCVMBBT under this Agreement shall be used in the performance of any partisan political activity, or to further the election or defeat of any candidate for public office. This provision shall not limit the rental of the SCVMB for political events coordinated by groups or an individual other than the SCCVMBBT.
- C. Religious Worship. There shall be no religious worship, instruction or proselytization as part of or in connection with the SCCVMBBT'S performance of this Agreement. This provision shall not limit the rental of the SCVMB for religious events coordinated by groups or an individual other than the SCCVMBBT.
- D. Conflict of Interest. SCCVMBBT and its employees, and members including officers of its governing Board shall avoid any actual, apparent or potential conflicts of interest pertaining to services provided under this Agreement.
- E. Hazardous Materials.
- 1) As used herein, the term "hazardous materials" means petroleum products, and any other hazardous or toxic substance, material or waste which is, or becomes regulated by any local government authority, the State of California or the United States government, whether originating from the SCVMB, or migrating, flowing, percolating, defusing or in any way moving into or under the SCVMB.

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- 2) SCCVMBBT shall not cause or permit any toxic or hazardous material, as defined below, to be brought upon, kept ~~or used~~ in or about the SCVMB by SCCVMBBT, its agents, employees, contractors, subcontractors, sublicensees, licensees and/or concessionaires.
  - 3) In the event that a hazardous or toxic materials spill occurs on premises of SCVMB while under management of SCCVMBBT, SCCVMBBT agrees to take all investigatory and/or remedial action required or ordered for the clean-up of hazardous or toxic materials. SCCVMBBT shall submit to COUNTY'S Environmental Health Department an acceptable work plan outlining the proposed method of abating all existing hazardous or toxic materials.
  - 4) All abatement work must be assessed and conducted by California certified abatement contractor, as approved by COUNTY'S safety engineer.
  - 5) SCCVMBBT specifically agrees to indemnify and hold harmless COUNTY from any and all claims, liabilities and causes of actions, based on a hazardous or toxic materials event as set forth herein.

F. Destruction.

- 1) If, during the term hereof, the SCVMB are totally or partially destroyed from any casualty insured against by SCCVMBBT, rendering the SCVMB totally or partially inaccessible or unusable, all insurance proceeds payable for destruction of the structure shall be paid to the COUNTY, and COUNTY shall use the insurance proceeds to restore the SCVMB to substantially the same condition as they were in immediately before such destruction to the maximum extent feasible. Such destruction shall not terminate this Agreement. If existing law or regulations do not permit such restoration, either party may terminate this Agreement immediately by giving written notice to the other party. If the cost of restoration exceeds the amount of insurance proceeds received by COUNTY, or if the SCVMB are totally or partially destroyed from any casualty not insured against by SCCVMBBT, then COUNTY can elect to terminate this Agreement by giving written notice to SCCVMBBT within thirty (30) days after determining that the cost of such restoration will exceed any insurance proceeds, or that the destruction was caused by an uninsured casualty; provided, however, within thirty (30) days after receiving COUNTY'S notice to terminate, SCCVMBBT can elect to pay COUNTY at the time SCCVMBBT notifies COUNTY of its election, the cost of restoration of the SCVMB over and above the amount of any insurance proceeds.

- 2) SCCVMEBT waives the provisions of California Civil Code Section 1932(2) and California Civil Code Section 1933(4) with respect to any destruction of the SCVMB.

G. Condemnation.

- 1) If the entire SCVMB, or so much thereof as in COUNTY'S reasonable judgment as to make the balance not adequate for the conduct of business by SCCVMBBT, shall be taken under the power of eminent domain, this Agreement shall automatically terminate as of the date on which the condemning authority takes possession thereof. . .

- 2) Any award for any taking of all or any part of the SCVMB under the power of eminent domain shall be the sole property of COUNTY. Nothing contained herein, however, shall be deemed to preclude SCCVMBET from obtaining, or to give COUNTY any interest in, any award to SCCVMBBT for loss or damage to trade fixtures and removable personal property.

- H. Abandonment. SCCVMBBT shall not vacate or abandon the SCVMB at any time during the term hereof. If SCCVMBBT shall abandon, vacate, or surrender the SCVMB, or be dispossessed by process of law, or otherwise, SCCVMEET shall be in default hereunder. Any personal property belonging to SCCVMBBT and left on the premises of the SCVMB shall be deemed to be abandoned; provided however, at the option of COUNTY, such property may be removed and stored in any public warehouse or elsewhere at the cost of and for the account of SCCVMBBT.

- I. Entry by COUNTY. SCCVMBBT shall permit COUNTY and its agents to enter into and upon the premises of the SCVMB at all reasonable times which shall be defined as normal business hours, except in the case of an emergency which shall be defined as anytime.

- J. Surrender of Premises: Holdina Over. On expiration of the term of this Agreement, SCCVMBBT shall surrender to COUNTY the SCVMB and all of the SCCVMBBT'S improvements in good condition, ordinary wear and tear excepted. SCCVMEBT shall perform all restoration made necessary by the removal of its trade fixtures and personal property within two (2) days of the expiration of the term of this Agreement. The failure of SCCVMBET to comply with the provisions of this Paragraph shall be deemed an abandonment of this Agreement, and COUNTY shall have the rights given to it upon abandonment as provided herein.

K. Attorney Fees.

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- 1) In the event that either party commences litigation against the other based upon the provisions of this Agreement, or because of the breach of any term, condition, or covenant herein contained, then the prevailing party in such litigation, as determined by the court, shall be entitled to an award of reasonable attorneys' fees and costs incurred by it in that litigation in addition to any other relief obtained in such litigation.
- 2) If either party becomes a party to any litigation concerning this Agreement, the SCVMB, or any part thereof, by reason of any act or omission of the other party, and not by any act or omission of the party that becomes a party to that litigation, the party that causes the other party to become involved in the litigation shall be liable to that party for reasonable attorneys' fees and costs incurred by that party in such litigation notwithstanding the fact that such litigation is not prosecuted to judgment.

- L. Correspondence and Notices. Any correspondence and notices under this Agreement shall be in writing and shall be sent to the party receiving such communication at the address specified below, or such other address as either party may in the future specify to the other party.

To SCCVMBBT:

President  
Santa Cruz County Veterans Memorial Building Board of Trustees  
5178 Mission Street  
Santa Cruz, California 95000

To COUNTY:

Director  
Parks, Open Space and Cultural Services  
9000 Soquel Avenue, Suite 101  
Santa Cruz, California 95062

- M. Modifications. No modification, amendment, supplement to or waiver of this Agreement, or any of its provisions shall be binding upon the parties unless made, in writing and duly signed by both parties.
- N. Breach of Contract. In the event that SCCVMBBT fails to perform any of the provision of this Agreement or fails to make progress so as to endanger performance of this Agreement in accordance with its terms, or breaches any provision of this Agreement, and in either of these circumstances does not cure such failure within a period of fourteen (14) days after receipt of written notice from COUNTY specifying such failure, COUNTY may by written notice of default terminate the whole or part of this Agreement.

0. Termination. This Agreement shall commence on the ~~date first~~ above written and shall continue in full force and effect ~~thereaf-~~ter until SCCVMBBT'S satisfactory completion of tasks and goals described in Services Plan; or unless and until terminated in accordance with the provisions of this Agreement; or until terminated in whole or in part for any of the following circumstances:

- 1) Termination for Convenience. Either the COUNTY or the SCCVMBBT may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately upon written mutual consent.
- 2) Termination for Cause. The COUNTY, upon written notice to the SCCVMEBT, may immediately terminate this Agreement or any separable part performance under this Agreement, should the SCCVMEET fail to perform properly any of its obligations hereunder.

- P. Presentation of Legal 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 is on file with the Clerk of the Board and by this reference is incorporated herein.

- Q. Waiver. No failure of either party to exercise any right provided for herein shall be deemed to be a waiver of any right hereunder.

- R. Subcontract and Assignment of Contract.

- 1) SCCVMBBT shall not assign this Agreement or subcontract any portion thereof without the prior written consent of the COUNTY. Any assignment of or subcontracts under this Agreement shall have no force or be effective until so approved, and shall be subject to all the provisions of this Agreement, and all applicable State and Federal regulations.
- 2) In the event any subcontract is approved for any portion of the activities carried out under this Agreement, SCCVMBET retains the primary responsibility for carrying out all terms of this Agreement, including the responsibility for ensuring the availability and retention of records of subcontractors. It shall be the responsibility of the SCCVMBBT to monitor all activities of the subcontractor to assure services set forth herein are adequately performed. The SCCVMBBT shall assure the proper administration of all services provided by the subcontractor. SCCVMBET'S required reports referenced throughout this Agreement shall include information on all subcontractor activities. The SCCVMEET shall be held responsible by the COUNTY for the performance of any subcontractor.
- 3) No funds from this Agreement shall be paid to a subcontractor for work performed which are not in full compliance with this Agreement.



S. Integrated Documents Provision. This document contains all of the agreements, understandings, and representations, warranties and covenants made between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, and all modifications and amendments made hereto must be made in writing.

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T. Severability. In the event any one of more of the provisions of this Agreement or of any exhibits or attachments to this Agreement are found to be invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.

U. MISCELLANEOUS PROVISIONS:

- 1) The term "Agreement", as used herein, will include any future written amendments, modifications, or supplements made hereto.
- 2) The term "Paragraph" refers to the numbered paragraphs of this Agreement. The titles used herein are not a part of this Agreement, are included solely for convenient reference to the paragraphs hereof, and have no bearing upon the various terms, covenants, and conditions hereof.
- 3) Whenever the consent or approval of either party is required pursuant to the terms hereof, that party shall not unreasonably withhold or delay such consent or approval.
- 4) The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- 5) All exhibits referred to in this Agreement are attached hereto and incorporated herein by this reference.
- 6) The parties hereto agree that each has read this Agreement, understands it, and shall be bound by its terms. The parties hereto further agree that this Agreement is a complete and exclusive statement of the undertaking between the parties, and supersedes all prior contemporaneous proposals, understandings, or representations, oral or written and all other communications between the parties relating to the subject matter of this Agreement.

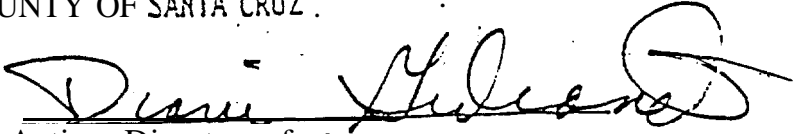
IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority, have executed this Agreement as of the date and year first above written.

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COUNTY OF SANTA CRUZ

DATED: 9-19-94

By:

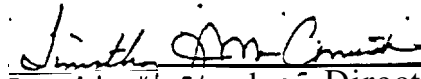


Acting Director of  
Parks, Open Space and Cultural Services

SANTACRUZ COUNTY VETERANS MEMORIAL  
BUILDING BOARD OF TRUSTEES

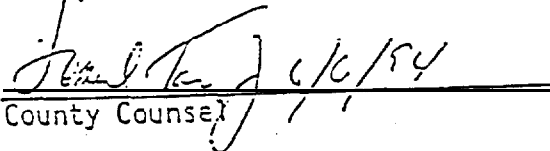
DATED: 9/19/94

By:



President, Board of Directors

APPROVED AS TO FORM:

  
County Counsel

Distribution: SCCVMB Board of Trustees  
Parks, Open Space and Cultural Services  
General Services  
Veteran's Service Office  
County Administrative Office  
County Counsel  
Risk Management  
Auditor-Controller

Agency: Santa Cruz County Veterans Memorial Building Board of Trustees

48

Program: Operation and Management - Santa Cruz Veterans Memorial Building

**EXPENSES COUNTY OF SANTA CRUZ**

SALARIES/BENEFITS		
	FY 94-95	FY 95-96
Salaries Total	\$39,130	\$47,320
Employee Health/Retirement	3,450	4,245
Payroll Taxes	5,360	6,639
TOTAL SALARIES/BENEFITS:	\$47,940	\$58,204
SERVICES/SUPPLIES		
Professional Fees: Audit	4,000	4,000
Indep. Prof. Consultants	5,700	6,000
Supplies	500	636
Telephone	360	400
Postage & Shipping	100	160
Rent/Maintenance of Equip.	200	200
Printing & Publications	200	400
Insurance/Bond	4,000	4,000
Utilities	12,000	12,000
TOTAL SERVICES/SUPPLIES:	\$27,060	\$27,796
GRAND TOTAL EXPENSES:	\$75,000	\$86,000
TOTAL REVENUE:	\$ 5,000	\$16,000
TOTAL COUNTY CONTRIBUTION:	\$70,000	\$70,000

Agency: Santa Cruz County Veterans Memorial Building Board of TrusteesProgram: Operation and Management - Santa Cruz Veterans Memorial Building

## POSITIONS/ SALARIES COUNTY OF SANTA CRUZ

Please fill out this page for each separate program funded by the County. List ONLY positions paid by the County. Indicate with an "X" whether position is a new request or existing (already funded by County). Total Salaries here must match Total Salaries under Total Approved County Budget FY 94/95 on Exhibit A, Page 1 (Expenses).

POSITION TITLES:-	SALARY RATE X	HOURS / WEEK X	WEEKS / YEAR =	TOTAL AMOUNT PER YEAR	NEW	EXISTING
1. Building Manager	\$15.00	40	52'	\$31,200		
2. Assistant II (Custodian)	\$ 7.00	30	52*	\$ 10,920		
3. Assistant I (Custodian)	\$ 5.00	20	52*	\$ 5,200		
4.	\$			\$		
5.	\$ .			\$		
6.	\$ .			\$		
7.	\$			\$		
8.	\$			\$		
9.	\$			\$		
10.	\$ .			\$		
TOTAL SALARIES REQUESTED:				\$47,320		

\*FY 94/95 Salaries pro-rated to 43 weeks/September 1, 1994 start date.

Initials:   /  

CONTRACTOR/COUNTY

SANTA CRUZ VETERANS MEMORIAL BUILDING  
TRUST ACCOUNT AGREEMENT

50

EXHIBIT B

As referenced in Section 5.6. of the agreement between the County of Santa Cruz (COUNTY) and the Santa Cruz County Veterans Memorial Building Board of Trustees (SCCVMBBT) dated Sept. 1, 1994, this side agreement is intended to implement the desires of both parties to ensure that funds received by the SCCVMBBT in excess of the approved and eligible expenses and costs are used only for the reasonable expenses and costs of operation, management, care, and maintenance of the Santa Cruz Veterans Memorial Building {such funds are hereinafter referred to as "excess funds"}:

"Excess Funds" received by the SCCVMBBT at the end of each fiscal year, be deposited with the County of Santa Cruz Treasury. Santa Cruz County Auditor-Controller shall establish a trust account for the deposit of "excess funds".

"Excess Funds" will be held in trust for future reasonable expenses and costs of the operation, management, care, and maintenance of the Santa Cruz Veterans Memorial Building.

. During the term of this agreement, at the written request of either party, the parties agree to meet within 30 days to discuss recommendations to the Board of Supervisors for the use of "excess funds".

The parties shall attempt to reach agreement on such recommendation. Such recommendations should be controlled by established COUNTY priorities.

Final discretion on how to spend "excess funds" for the operation, maintenance, care, and management of the Santa Cruz Veterans Memorial Building shall rest with the Santa Cruz County Board of Supervisors. Santa Cruz County Board of Supervisors shall consider the recommendation of the County Administrative Office and the recommendation of the SCCVMBBT in determining how to expend "excess funds".

In the event the SCCVMBBT ceases to exist, or the agreement with the County is terminated, the Santa Cruz County Board of Supervisors agrees "excess funds" shall be utilized only for the operation, management, care, and maintenance of the Santa Cruz Veterans Memorial Building.

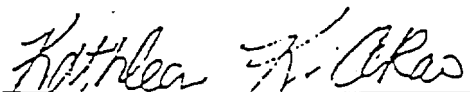
COUNTY OF SANTA CRUZ

BY: 

SANTACRUZ COUNTY VETERANS MEMORIAL BUILDING  
BOARD OF TRUSTEES

BY: 

APPROVED AS TO FORM:

  
County Counsel

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

OFF 15

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

FROM:

REDEVELOPMENT

(Dept.)

*[Signature]*

*[Signature]*

(Signature *[Signature]* t e )

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

- Said agreement is between the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY (Agency)  
and MICHAEL PYATOK AND ASSOCIATES, 339 15th Street, Suite 212, Oakland, CA 94612 (Name & Address)
- The agreement will provide professional architectural services in connection with the  
Agency's Affordable Housing Program.
- The agreement is needed, because the County cannot provide these services.
- Period of the agreement is from December 11, 1990 to June 30, 1999
- Anticipated cost is \$ 40,000.00 total annual amount ~~XXXXXXXXXXXXXXXXXXXX~~ (Fixed Amount, Monthly Rate, Not to exceed)
- Remarks: On Continuing Contracts List, Section II
- Appropriations are budgeted in 612200 (Index#) 9827 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 80254A Date 10/7/98  
are not will be

GARY A. KNUTSON, Auditor - Controller

By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
Agency Administrator to execute the same on behalf of the County of Santa Cruz  
Redevelopment Agency (Agency).

County Administrative Officer

Remarks:

By Bolet Date 10-7-98

(Analyst)

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

Distribution:

Bd. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • ~~Goldenrod~~ •  
Co. Admin. Officer • Conary  
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 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ B y \_\_\_\_\_ Deputy Clerk