

**COUNTY OF MARIN
STANDARD SHORT FORM CONTRACT**

THIS AGREEMENT is made and entered into this day January 9, 2007 by and between the COUNTY OF MARIN, hereinafter referred to as "County" and **DARCY ASTON**, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following services: serve as the Project Director for the Fishery Network of the Central California Coast Project and support on-going efforts to improve and integrate county land management regulations and practices that promote fisheries protection and restoration; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit "A"** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit "B"** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of **\$89,972** including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on **December 1, 2006**, and shall terminate on **December 31, 2007**. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4. a. and b. which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00). The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page. (see sample form: ISO - CG 20 10 11 85).

x Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars (\$1,000,000.00).

x Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.3 WORKERS' COMPENSATION

The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing the performance of the work under this Contract. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

x Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")

6.4 OTHER INSURANCES

Contractor may be required to carry additional insurance based upon the nature of the work to be performed (scope of services). For each additional required insurance, a corresponding certificate of insurance must be provided. Claims-made policies must have a retroactive date either prior to the effective date of the Contract or the beginning of the Contract work. Claims-made coverage must extend a minimum of twelve (12) months beyond completion of Contract work or end of current Contract, whichever is later. If coverage is cancelled or non-renewed, and not replaced with another claims made policy with a retroactive date prior to the Contract effective date, the Contractor must purchase extended reporting coverage for a minimum of twelve (12) months beyond completion of Contract work. Contractor shall maintain a policy limit of not less than one million dollars (\$1,000,000) per incident, with a deductible or self-insured retention not to exceed *\$2,500 unless approved by the County.

- 6.4.a Professional Liability Insurance..... (check box if required)
**Deductibles greater than \$2,500 require Insurance Reduction/Waiver form (Exhibit "C") to be completed.*
- 6.4.b Maritime Insurance..... (check box if required)

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to County without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions (including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Resolution #2005-97 of the Board of Supervisors prohibiting the off-shoring of professional services involving employee/retiree medical and financial data) affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the County's contact person referenced in paragraph 20.

NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: Brian Rockwell for Matthew Hymel
Dept./Location: County Administrator's Office
3501 Civic Center Drive, Rm. 325
Telephone No.: 415-499-6505 (Brian Rockwell)

Notices shall be given to Contractor at the following address:

Contractor: Darcy Aston
Address: 515 G Street
Petaluma, CA 94952
Telephone No.: 707-762-5162

21. ACKNOWLEDGEMENT OF EXHIBITS

CONTRACTOR'S INITIALS

- EXHIBIT A.** **Scope of Services**
- EXHIBIT B.** **Fees and Payment**
- EXHIBIT C.** **Insurance Reduction/Waiver**

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**APPROVED BY
COUNTY OF MARIN:**

By: _____
PRESIDENT, BOARD OF SUPERVISORS

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Contract Requires Board of Supervisors' Approval**
- Standard Short Form Content Has Been Modified**
- Optional Review by County Counsel at Department's Request**

County Counsel: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Scope of services relate to DFG Grant P0430418:

1. Address salmonid recovery and restoration issues within the Central California counties on lands and facilities owned and maintained by the counties and private land use and development permitted by the counties in all salmonid bearing watersheds, and County owned lands and/or County maintained facilities in Mendocino, Sonoma, Marin San Mateo, Santa Cruz and Monterey Counties.
2. The contractor will provide resource managers a forum to coordinate restoration efforts in the subject counties above, including meeting facilitation, public involvement and technical assistance. To this end, the Counties will continue to become better stewards of the land and set an example to the private landowner for protecting and restoring critical salmon habitat.
3. Specific tasks include but are not limited to, providing and facilitating at least 8 meetings
 - a. Quarterly Steering Committee meetings with County Supervisors, planning, public works, parks, open space, special districts and our local Federal and State resource agencies. Use these valuable exchanges to further: project development, policy development, legislative actions, State and Federal Recovery Planning efforts, permitting issues, and pursuit of Federal funding. **Products: Quarterly FishNet forum with follow-up action items.**
 - b. Quarterly meetings of the FishNet Operations and Maintenance Sub-Committee, which includes Public Works, Parks, and Open Space Districts. Emphasis will continue on implementation of fish passage and road restoration projects, implementation of the FishNet Roads Manual, and problem solving and information sharing between counties within the region. **Products: Quarterly meetings, project development, and Roads Manual implementation from County Public Works, Park and Open Space staff.**
4. Provide and facilitate other expected quantitative results:
 - a. Stream length treated/assessed/made more accessible (distance in feet)/number of blockages removed/length of stream bank stabilized (distance in miles). Average 1-2 culvert projects per year per county = 7 fish passage barriers removed.
 - b. Blockages removed (number): 7
 - c. Stream crossings treated (number): 7
 - d. Public meetings (number): Eight quarterly meetings; 10 additional trainings (2 within each county). One large region wide conference. = 19
 - e. Public meeting attendees (number): 200 at FishNet meetings, 400 in trainings, 100 at conference= total of 700 attendees at FishNet meetings, trainings and conference.
 - f. Students or participants trained (number): 200 (40 in each county x 5)
5. Public Works Fish Passage and Roads Projects - As Counties continue to develop and implement public works culvert replacement and roads projects, the FishNet Program will provide technical assistance RCDs and local NGOs. Future projects are identified below through five year plans (Site #ID from Taylor reports). **Products: Implementation of fish passage and road restoration projects in FishNet Counties with a focus on the following projects:**
 - a. Marin County -barrier removals at West Fork Woodacre #1 @ Garden (#52), W. Fork Woodacre #2 @ Crescent (#53), E Fork Woodacre #1 @ Oak Grove (#56), E. Fork Woodacre #2 @ Garden Way (#57); Woodacre #3 @ Carson (#51); W, Fork Woodacre #3 at Redwood (#54); Kent Canyon, Redwood Creek (#67). ROADS- Implement Prop 13 grant for road improvements in San Geronimo and Lagunitas Watershed.
 - b. Sonoma County Fish - barrier removals at Porter Creek #1 (#071); Purrington Creek/Green Valley (#026); Wallace Creek (#038); Grape Creek/Dry Creek (#093); Pole Mnt./Austin Creek. (#003); Pool Creek (#031); Lancel Creek (#009); Press Creek (#079). ROADS- Implement recommendations from Roads Assessment in Coho Stream watersheds. Finish fixing Willow Creek & Old Cazadero roads.
 - c. Santa Cruz County Fish- barrier removal at the Valencia Creek Fish Ladder; Valencia Road; Brown's Valley Road# 1 and #2, Gold Gulch Creek, Lompico Creek #2 and #3. ROADS- Implement projects for County road restoration under IWRP.
 - d. San Mateo County – Complete 3 fish passage projects on Pescadero and San Gregorio streams 1) Memorial Park dam removal; 2) Sequoia Flats Fish Passage Project; 3) Alpine Fish Ladder.. Assist County to identify a five year plan for fish passage projects and to write grants for design, engineering and construction of projects. ROADS- Assist County to continue restoration efforts on Pescadero-Butano Park Roads.
 - e. Monterey County- Complete bridge replacement project on Thorne Road- Arroyo Seco Creek. Assist County to write grants and implement road fixes on Old Coast Road and Garrapata Road.
6. Road Maintenance Manual Training and Monitoring- Monitor implementation of the FishNet road maintenance manual - Guidelines for Protecting Aquatic Habitat and Salmon Fisheries for County Road Maintenance (FishNet 2004), using both, 1) implementation monitoring, and 2) effectiveness monitoring protocols. Provide monitoring data to demonstrate to funding sources (e.g. US Congress) and to Federal and State regulatory agencies the progress being made in County Road Maintenance towards fishery restoration. Use the monitoring information in an adaptive management format to adjust practices as needed to protect fishery resources. **Products: Monitoring data on Best Management Practices**

implementation. Revised best management practices as needed.

7. Land Use Policies and Ordinances- FishNet will continue to work with county partners on developing new policies or altering existing frameworks, to include protections for critical fishery habitats. This includes ordinances, general plans, community plans, or land/water resource programs. **Products: FishNet makes these policies available to other local governments seeking advice and existing materials.**
8. Implementation of the California State Coho Recovery Plan- The FishNet program will assist counties to implement High Priority Action Items defined in the Recovery Plan as delineated in Attachment A. FishNet will monitor and document progress on implementation of Recovery Plan Goals and Priorities and submit data to the Department of Fish and Game. **Products: FishNet Counties to implement highest priority actions for coho restoration as listed in Attachment A.**
9. NOAA Fisheries Recovery Plan – As NOAA Fisheries embarks on Phase II of Recovery Planning for the Central California Coast ESU, FishNet will provide summaries of conservation efforts underway to NOAA to include in the Federal Recovery Plan. **Products: Active engagement with NOAA Fisheries during Phase II of Recovery Planning with a focus on implementation of early Recovery Actions.**
10. Permit Streamlining- Streamlined permit processes for restoration projects have been adopted in Santa Cruz, Marin and Sonoma Counties . These will serve as examples to remaining Counties and local Cities. The FishNet Program will facilitate meetings and actions, in order to simplify and speed-up the permit process for fishery restoration work. Products: Facilitation of solutions to County permitting issues for restoration projects.
11. Partnerships with Cities and Special Districts- FishNet will continue to outreach to Cities and Special Districts within our Counties to encourage local municipalities to implement salmon restoration projects and to implement Best Management Practices on roads. Examples include partnering with City of Mill Valley for culvert replacements and training of City of Santa Rosa and City of Santa Cruz crews on our Roads Manual. Products- Increased participation of Cities and Special Districts in fisheries restoration projects and implementation of Best Management Practices on roads.
12. Solicit Funding for Fishery Restoration Efforts- FishNet Supervisors will continue their efforts, both in California and in Washington DC, to secure funds for salmon restoration under the Pacific Salmon Initiative and other State or Federal bonds and programs. Products: Counties to assist in securing salmon restoration funding for California Coastal and Bay watersheds
13. Any final GIS, database worksheets including raw data, developed under terms of this agreement will be delivered to the Contract Manager on paper and electronic media, in an ArcView compatible format, and will include assessment results, identified problem sites, treatment recommendations and project site data, and other pertinent physical and biological information.
14. All habitat improvements will done, or proposed, will be in accordance with techniques described in the *California Salmonid Stream Habitat Restoration Manual*.
15. The Grantee will acknowledge the participation of the Department of Fish and Game, Fisheries Restoration Grant funds on any signs, flyers, or other types of written communication or notice to advertise or explain the FishNet 4C- 05/06 Fishery Network of the Central California Coastal Counties.
16. Upon completion of the project, the Grantee shall submit one (1) copy of a draft final report not later than March 15, 2008 for review and comment. Within 30 days of receipt of the draft report, the Project Manager shall submit his final comments to the Grantee. The Grantee shall submit two (2) hard copies of a final written report and one (1) electronic, *Microsoft Word* compatible, copy on 3.5 inch floppy disk(s) or CD. The report shall not be considered final until approved and accepted by the grantor's project manager. The report shall include, but not necessarily be limited to the following information:
 - Grant number;
 - Project name;
 - Geographic area (e.g., watershed name);
 - Location of work – show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map;
 - Geospatial reference/location (lat/long is preferred – defined as point, line, or polygon);
 - Project start and end dates and the number of person hours expended;
 - Total of each fund source, by line item, expended to complete the project, breaking down Grant dollars, by line item, and any other funding, including type of match (cash or in-kind service);
 - Expected benefits to anadromous salmonids from the project;
 - Labeled before and after photographs of any restoration activities and techniques;
 - Specific project access using public and private roads and trails, with landowner name and address;
 - Complete as built project description; and
 - Report measurable metrics for the project by responding to the restoration project metrics listed below.

Habitat Protection and Restoration Projects– Reporting Metrics

Habitat Projects (All)

- Identify the watershed/sub-basin plan or assessment in which the project is identified as a priority;
- Name the priority habitat limiting factors identified in that plan that are addressed by the project;
- Type of monitoring included in the project:
 - ✓ Design spec achieved
 - ✓ Fish movement/abundance
- Number of stream miles treated/affected by the project within the project boundaries.

Public Outreach and Education Projects – Reporting Metrics (OR, PI, ED, TE)

- Will the project focus on sustainability, restoration (where needed), and the maintenance of watershed and salmon population health? (Y/N);
- Number of workshops/training events held with the project;
- Number of participants in workshops/training events within the project;
- Number of publications completed and distributed within the project;
- Number of schools or classrooms and other institutions reached within the project; and
- Include a description of the results of student/teacher evaluations.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

The maximum amount payable to Contractor under this agreement shall not exceed \$89,972 and cost allocations are as follows:

Base Contract Fee	\$66,195
Mileage	\$1,377
Travel	\$1,500
Special Circumstances	\$20,900

Payment shall be made by the County to the Contractor within fourteen (14) days of receipt of a detailed monthly invoice. The **monthly** invoice shall contain Contractor Name, Address, Phone Number, Invoice Date, Invoice Period, and billing details must include the cost categories described herein and the monthly totals for each. Mileage, travel and special circumstances must be accompanied by original receipts to be eligible for reimbursement. All invoices submitted to the County must also be accompanied by the State Fish and Game required reporting documentation for billing purposes.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:Darcy Aston

CONTRACT TITLE:FishNet 4C Program Director

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	x <input type="checkbox"/>	\$	
Automobile Liability Insurance	x <input type="checkbox"/>	\$300,000	
Workers' Compensation Insurance	x <input type="checkbox"/>		
Professional Liability Deductible	<input type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

The nature of work does not constitute the need for GL and Ms. Ashton does not employ staff.

Contract Manager Signature: _____

Date: _____

Extension: _____

Approved by Risk Manager: _____

Date: _____