

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day March 4, 2008 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 **\$110,385** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **January 1, 2008**, and shall terminate on **December 31, 2008**. 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 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) with a two million dollar (\$2,000,000) aggregate limit. 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 combined single limit (\$1,000,000.00).

X  Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

### 6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. 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 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

X  Insurance Reduction or Waiver of Coverage Requested (Exhibit C)

## 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 negligence, recklessness or willful misconduct in the performance of this contract..

**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, Room 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) 762-1336

**20. ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	Scope of Services	
<u>EXHIBIT B.</u>	Fees and Payment	
<u>EXHIBIT C.</u>	Insurance Reduction/Waiver	

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

**APPROVED BY  
COUNTY OF MARIN:**

By: \_\_\_\_\_  
BOARD PRESIDENT

**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)**

Under direction of the Grantor, and under the following conditions and terms, the Grantee will conduct/perform:

1. **FishNet Quarterly Forum with Counties, State and Federal Agencies:** Facilitate quarterly Steering Committee meetings with County Supervisors, planning, public works, parks, open space, special districts and our local Federal and State resource agencies. The meetings rotate among the counties to facilitate participation and provide an opportunity to visit local projects. These meetings provide an important forum for information sharing among counties and agencies on project and policy development, legislative actions, State and Federal Recovery Planning efforts, and permitting issues. The FishNet Program Director will follow up on action items identified at these meetings.

**Deliverables: Quarterly FishNet Steering Committee with follow-up action items.**

2. **Operations and Maintenance Quarterly Forums:** Facilitate quarterly meetings of the FishNet Operations and Maintenance Sub-Committee, which includes Public Works, Parks, and Open Space Districts. The emphasis of this committee is implementation of fish passage and road restoration projects according to five-year plans, implementation, evaluation and revision of the FishNet Roads Manual, and problem solving and information sharing between counties within the region.

**Deliverables: Quarterly meetings, follow-up action items, and Roads Manual implementation, evaluation and revision.**

3. **Quarterly meetings with County FishNet Teams:** The FishNet Program Director will meet with county staff on a quarterly basis, or as requested, to discuss current projects and issues, and identify ways that FishNet can provide assistance. As much as possible, the Program Director will also participate in relevant county committees, such as the San Mateo County's Watershed Protection and Restoration Coordinating Committee (WPARRC), Sonoma's Russian River Coho Recovery Planning Group, and Santa Cruz County's Blue Circle.

**Deliverables: Quarterly meetings with county staff and committee meetings, and follow-up items that are developed from these.**

4. **Public Works Fish Passage and Roads Projects Development:** The FishNet program will continue to work with the counties to develop and implement fish passage culvert replacement and roads projects. The FishNet 4C Program will provide project assistance, and coordinate with RCDs and local community organizations. FishNet will also focus on the development of five year plans for San Mateo, Sonoma and Monterey counties to guide restoration efforts. Future projects for each county are identified through five year plans, the Ross Taylor reports, and with feedback from DFG fisheries biologists and other agency staff. See Attachment A FishNet Status Report for a list of projects already implemented by the counties with assistance from FishNet. FishNet will also provide coordination with various funding agencies to diversify funding of projects and insure matching funds.

**Deliverables: Assistance with implementation of fish passage and road restoration projects in each FishNet county. Development of five-year implementation plans for all FishNet counties.**

5. **Road Maintenance Manual Training and Monitoring:** Provide annual mandatory staff training workshops using standardized curriculum, and monitor implementation of the FishNet road maintenance manual, *Guidelines for Protecting Aquatic Habitat and Salmon Fisheries for County Road Maintenance* (FishNet et al, 2004). Training will be performed by county staff and the FishNet Program Director. The Program Director will also seek grant funds to hire a training consultant if appropriate. The monitoring will assess both the level of implementation by county crews, and the effectiveness of the manual BMPs. At this point, we will have over two years of implementation that can be assessed. Monitoring data can be used to demonstrate the progress being made by County Road Maintenance to implement actions that protect salmonid fisheries. We will also use the monitoring information in an adaptive management strategy to adjust practices and revise the manual as needed to protect fishery resources.

**Deliverables: Annual road crew training on Roads Manual BMPs. Identify funding sources for Roads Manual implementation and effectiveness monitoring. Collect Roads Manual monitoring data and revise best management practices as needed.**

6. **Land Use Policies and Ordinances:** FishNet will continue to work with the counties on developing new or amending existing policies and ordinances to include protections for critical fishery habitats, as identified in the report *Effects of County Land Use Policies and Management Policies on Anadromous Salmonids and Their Habitats* (Harris et al, 2001). This includes general plan amendments or updates, community plans, or land/water resource programs. Progress to date on policy development is reported in Attachment A.

**Deliverables: Development or revision of land use policies/ordinances to protect fisheries. Collaboration between FishNet counties and other agencies on successful policies.**

7. **Implementation of the California State Coho Recovery Plan:** The FishNet program will assist counties to develop implementation plans and implement High Priority Action Items defined in the Recovery Plan as delineated in Attachment B. FishNet will monitor and document progress on implementation of Recovery Plan Goals and Priorities and submit data to the Department of Fish and Game. FishNet will represent the counties on the Coho Recovery Team and Ad Hoc Committees.

**Deliverables: FishNet counties will continue to implement highest priority actions for coho restoration as listed in Attachment B and provide reports to DFG. Participation in Coho Recovery Team meetings and work products.**

8. **NOAA Fisheries Recovery Plan:** FishNet will assist NOAA Fisheries with implementation of Recovery Plans for the Central California Coast ESU coho salmon and Southern Central California Coast steelhead trout, by providing summaries of the FishNet counties' conservation efforts to NOAA to include in the Federal Recovery Plan, and assisting the counties in developing implementation plans.

**Deliverables: Represent the FishNet counties with NOAA Fisheries during Phase II of recovery planning, with a focus on implementation of Recovery Actions. Development of county implementation plans.**

9. **Permit Streamlining:** Streamlined permit processes for restoration projects have been adopted in Santa Cruz, Marin and Sonoma counties. (See Attachment A FishNet Status Report) These will serve as examples and be used to develop similar processes in Monterey and San Mateo counties. The FishNet Program will continue to facilitate efforts to streamline the permit process for fishery restoration work by working with county planning staff, local RCD staff, and regulatory agencies, using permit coordination models from throughout California.

**Deliverables: Development of streamlined county permitting processes for restoration projects, and improved coordination with RCDs and regulatory agencies.**

10. **Partnerships with Cities, Special Districts and Community Organizations:** FishNet will increase outreach to cities and special districts within the counties to share successful county programs, facilitate collaborative salmonid restoration projects, and to implement Best Management Practices on roads. Examples include partnering with and training local city crews on the FishNet Roads Manual, and including city staff in other training sponsored by FishNet such as fish passage engineering and design. FishNet also will coordinate with community organizations implementing fisheries restoration projects.

**Deliverables: Increased participation of cities and special districts in fisheries restoration projects and implementation of FishNet Best Management Practices on roads. Community outreach on county fishery restoration programs.**

11. **Solicit Funding and Other Support for Fishery Restoration Efforts:** FishNet Supervisors and the Program Director 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. The Program Director will keep the FishNet Steering Committee apprised of relevant legislation and opportunities for providing support. The FishNet Program will also work with county supervisors to promote legislative solutions to fish passage issues when appropriate (i.e. with FEMA standards).

**Deliverables: Provide information to counties on funding issues, relevant legislation, and opportunities for providing support. Prepare letters of support on behalf of FishNet counties or provide contact with legislators as directed.**

12. **Coordination with Regional Water Quality Control Boards:** FishNet will coordinate with the North Coast, San Francisco, and Central California Regional Water Quality Control Boards to address concerns and provide coordination between fisheries restoration efforts and storm water programs. FishNet will also assist the counties in addressing RWQCB concerns.

**Deliverables: Quarterly meetings with RWQCB staff and coordination of county fisheries restoration and storm water program efforts.**

13. **Regional Conference:** Develop a regional conference to focus on progress made during the decade since the listings of coho and steelhead, and the challenges ahead. Coordinate with other potential partners such as Tri-Counties FISH Team and Five Counties Salmonid Conservation Program. Seek funding to implement conference.

**Deliverables: Regional conference focusing on fisheries restoration accomplishment and challenges.**

14. **Annual evaluations from FishNet Counties:** Request annual program evaluations from counties on the value of participation in FishNet 4C, suggestions for improvement, and the potential for future county support

**Deliverables: Annual program evaluations from each FishNet county, and program response to suggestions.**

**15. Upon completion of the project:** The Grantee shall submit one (1) copy of a draft final report not later than **12/31/2009** 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 a CD. The report shall not be considered final until approved and accepted by the grant 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;
- Complete as built project description; and
- Report measurable metrics for the project by responding to any of the applicable restoration project metrics listed below.

**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.

**Watershed & Sub-Basin Planning & Assessment Projects – Reporting Metrics (PL)**

- Will the project funding support a local/watershed group? (Y/N);
- Plan/assessment in development or completed? (Y/N);
- Will the plan and/or assessment identify/prioritize specific factors limiting the production of populations and ESUs or identify/prioritize conservation opportunities? (Y/N); and
- Will the plan and/or assessment incorporate biological goals that respond to State or Tribal Recovery Plans or Technical Recovery Team recommendations and identify actions needed to meet goals? (Y/N).

**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.

**16. The Grantee will acknowledge the participation of:** The Department of Fish and Game, Fishery Restoration Grant Program funds on any signs, flyers, or other types of written communication or notice to advertise or explain the **Fishnet 4C – Fishery Network of Central California Coastal Counties**.

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

The maximum amount payable to Contractor under this agreement may be less than, but shall not exceed **\$110,385**. Eighteen thousand dollars of the contract value is strictly contingent upon the receipt of these funds from FishNet 4C counties. The cost allocations are as follows:

Base Contract Fee:

Grant Funded	\$72,000
Fee contingent on FishNet 4C county contributions	\$18,000
Mileage	\$1,265
Travel	\$1,500
Special Circumstances	\$17,620

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

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>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$300,000	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$	

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

The nature of work does not constitute the need for general or professional liability insurance, and Ms. Aston does not employ staff.

Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_

Approved by Risk Manager: \_\_\_\_\_

Date: \_\_\_\_\_