#### Contract No. 22C4548

# INDEPENDENT CONTRACTOR AGREEMENT (DESIGN PROFESSIONALS)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PLACEWORKS, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill, in accordance with customary and ordinary professional practices and principles accepted in the industry, to accomplish the following results: North Coast Facilities and Management Plan project (hereinafter "the project") for the County of Santa Cruz Parks Department in accordance with Attachment A. Project Approach, Attachment B. Scope of Work, Attachment C. Schedule, and Attachment D. Budget.
- **2. COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$174,778, plus a contingency amount of \$17,478. Contingency amounts will be paid only if additional services are needed and will be paid only with prior written approval from County. Payment will be processed after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved during the preceding month, according to tasks and subtasks listed in Attachment D. Budget. In the event that the parties wish to perform additional tasks under this Contract that are not specifically contemplated in Attachment B. Scope of Work, the parties agree such tasks and work shall be ordered in advance by a change order to this Contract executed by the COUNTY and billed against the contingency amount established in this Contract, and that the rates charged to COUNTY by CONTRACTOR for performing such tasks and associated work shall be those set forth in Attachment D. Budget.
- 3. <u>TERM.</u> The term of this Contract shall be April 12, 2022, through completion of the project.
- 4. <u>DESIGN DOCUMENTS.</u> All design documents prepared by CONTRACTOR shall comply with applicable laws, statutes, ordinances, codes, rules and regulations. Original design drawings and specifications are the property of CONTRACTOR; however, COUNTY shall be furnished with reproductions of drawings and specifications produced pursuant to this Contract. Reproductions shall be the property of the COUNTY, which may use them without CONTRACTOR's permission for any purpose relating to the project, including construction of the work of improvement.
- **5. SCHEDULE.** CONTRACTOR shall complete the project as expeditiously as is consistent with professional skill and care, and the prompt, orderly progress of the project. The total amount of compensation accounts for time necessary for review and revision of design drawings and specifications by COUNTY and other entities or authorities with jurisdiction over the project, if any, and no additional compensation shall be due for delays attributable thereto. No additional services or work made necessary, in whole or in part, by any fault or omission of CONTRACTOR to perform its duties, responsibilities or obligations under this Contract, shall be compensated as extra work.
- **6. EARLY TERMINATION.** COUNTY may terminate this Contract at any time by giving thirty (30) days' written notice to the CONTRACTOR. CONTRACTOR may terminate this Contract only for cause, after providing COUNTY thirty (30) days' written notice and opportunity to cure, specifying in detail the cause for termination.

#### 7. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 7 and 8 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it which arise out of, pertain to, or relate to CONTRACTOR'S negligence, recklessness, or willful misconduct under the terms of this Agreement. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 8. <u>INSURANCE</u>. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_.

#### A. Types of Insurance and Minimum Limits

- (1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_.
- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_/
- (3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO form CG 00 01, with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for: (a) products and completed operations; (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000 0 (m) combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY /\_\_\_\_.

#### **B.** Other Insurance Provisions

- (1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.
- (2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(3) All required insurance policies shall be endorsed to contain the following clause: "This insurance shall not be canceled until after thirty (30) days' (10 days for nonpayment of premium) prior written notice has been given to:

Santa Cruz County Parks Department Attn: Fiscal 979 17<sup>th</sup> Ave Santa Cruz, CA 95062

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

Santa Cruz County Parks Department Attn: Fiscal 979 17<sup>th</sup> Ave Santa Cruz, CA 95062

- (5) CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- 9. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.
- (2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.
- (3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 9B(1) and 9B(2) to be inserted in all subcontracts for any work covered under this Contract 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.
- 10. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<u>PRINCIPAL TEST</u>: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

- 11. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.
- **12.** <u>ACKNOWLEDGMENT</u>. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 13. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.
- 14. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- **15.** <u>ATTACHMENTS.</u> Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

Attachment A. Project Approach Attachment B. Scope of Work

Attachment C. Schedule

Attachment D. Budget

**16. LIVING WAGE.** This Contract is covered under Living Wage provisions if this section is initialed by COUNTY\_\_\_\_\_.

If Item # 16 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage Provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

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CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

- 17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.
- 18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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#### **SIGNATURE PAGE**

#### Contract No. 22C4548

# INDEPENDENT CONTRACTOR AGREEMENT (DESIGN PROFESSIONALS)

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

2PL	ACTE, WORKS	4.	COUNTY OF SANTA CRUZ
By: SIGNED E94	W	By:	SIGNED
Isabell	e Minn		
PRINTED		F	PRINTED
Company Na	ame: PlaceWorks		
Address:	2040 Bancroft Way, Suite 400 Berkeley, California 94704		
Telephone:	510.848.3815		
Email:	iminn@placeworks.com		
3. API	PROVED AS TO INSURANCE:	1.	APPROVED AS TO FORM:
E	Nocusigned by:  Who Sallagun  888B4ED1F-1445  Management		Docusigned by:  John Nguyen  13427G3A76E8491  Office of the County Counsel

#### DISTRIBUTION:

- Parks Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Contractor

# **Project Approach**

The PlaceWorks team is well prepared to take on the North Coast Facilities and Management Plan. Our team is well organized with expertise in open space and trail planning and coordination and has worked together effectively on similar projects. Following is a summary of our approach to project management, this project's scope of work, and community outreach. Specific tasks for our scope of work are described in greater detail in Chapter 4.

# **Project Management**

Every PlaceWorks project, regardless of the size or scope, has a designated Principal-in-Charge responsible for ensuring that products are produced on time, within budget, and of the highest quality. The Principal-in-Charge remains engaged in every step of the project. For projects involving a range of issues or components, principals and other senior-level staff from relevant practice areas are often brought on as advisors to provide targeted expertise. Additionally, each project has a designated Project Manager responsible for day-to-day progress and client communication, required coordination with subconsultants, workshop facilitation, and attending project meetings. Depending on the nature of the project, junior staff work closely under the Project Manager to develop materials needed for the project.

PlaceWorks takes an active project management role with clear and direct contact with our clients and our team members. We share materials and data within our team to ensure continuity and efficiency in our products. We maintain a schedule with all subconsultants to ensure that our products are delivered on time and built on a multi-disciplinary understanding. Our team frequently works on integrated projects, coordinating resource conservation with design while understanding the real-world implications for operations and project implementation.

#### **COST CONTROL AND INVOICING**

PlaceWorks also maintains a rigorous system of budgeting and invoicing. Our project budget sheets are organized by subtask, and include both hours/budgets used, hours/budget available, and percentage of work complete. Deltek facilitates "real time" budget status information. Based on weekly time entries, the Project Manager can use Deltek to monitor the budget status by task, in real time.

Monthly invoices are distributed first to Project Managers for review against available budgets and project progress, then rerouted to the project's Principal-in-Charge for a second review and approval. Invoices are then returned to accounts receivable with required revisions, and updated drafts distributed to Project Managers for final review before release to clients.

PlaceWorks maintains constant communication with our clients. We document all decisions in writing to make certain they are clearly understood by all team members. Our track record in efficient project management is proven by our ongoing success on projects with critical timelines.

#### QUALITY CONTROL

Over years of managing complex projects, PlaceWorks has developed strategies for guaranteeing that our work products are consistently our best quality work, completed within the agreed-upon time frame, and aligned with the established budget. We work with our clients to develop critical-path schedules in the initial project stages so that project progress is accounted

for and monitored consistently. We build adequate internal review time into our deliverable dates, ensuring that all submissions have been edited for consistency, style, and completeness. All PlaceWorks deliverables are proofed by both technical and grammatical readers, as well as formatted by in-house word processors.

# Scope of Work

The approach detailed in our proposed scope of services in Chapter 4 presents a planning process focused on implementation and collaboration. We understand that there is urgency in developing an interagency approach to land stewardship on the North Coast and believe that our team is well suited to develop a working document that can serve the public land managers on your team well into the future. Key elements of our approach include:

**Developing a strong foundation.** The project begins with a comparative study of existing plans and a detailed analysis of capital improvements, operations, and funding. This foundational material will allow for cross communication between jurisdictions and illustrate opportunities for integration.

Fostering collaborative working relationships. This project includes numerous properties with numerous stakeholders and voices. Effective planning will require open coordination with all groups and organized correspondence to maintain momentum. Regular, facilitated meetings will allow for dialogue between parties as well as consensus building about shared goals. Project updates, such as e-blasts and ongoing schedule reminders, will highlight the project and the planning process.

**Presenting a clear and concise action plan.** The final North Coast Facilities and Management Plan will bring together all of the findings of the study with recommendations for implementation. The roadmap will contain strategies for collaborative management and prioritization for capital improvements, including practical and realistic recommendations for partnerships, funding, and phasing for projects. The resulting product will be a clear, easy-to-navigate document for use by the North Coast team.

# **Community Input**

PlaceWorks has won numerous awards for our outreach and public participation. We create and carry out a broad range of outreach strategies that are customized to meet the needs of the client, the budget, and the project, including our in-house online outreach and engagement platform. We are very flexible in our approach to public participation and pride ourselves on our ability to build consensus and support, which translates into a longer-term stewardship by both participants in the process and the end users.

PlaceWorks is well-equipped to present materials in a variety of settings and formats, from formal public meetings to more spontaneous events and online engagement and will work with the County and project stakeholders to develop materials that effectively connect with a wide range of community members, visitors, and other stakeholders. Our in-house Spanish translation services allows for multi-lingual interpretation of presentation and project material. Additionally, we frequently work with translation service providers to have real-time translation of our meetings in multilingual communities and materials.

For the North Coast Facilities and Management Plan, we propose to work with the County and partners on the North Coast to develop a Community Engagement Plan at the onset of the project that uses strategies within the PlaceWorks toolkit, such as online engagement, pop-up events, and virtual workshops. We propose to engage the public at two stages in the planning process: during the initial visioning stage and to present the draft plan. This timeline allows for meaningful input on the project as well as the opportunity to inform the public about this exciting collaboration.

### NORTH COAST FACILITIES AND MANAGEMENT PLAN

### **SCOPE OF WORK**

The following describes the scope of work to be completed by the PlaceWorks team for the North Coast Facilities and Management Plan for the County of Santa Cruz.

#### Task 1. Project Initiation and Ongoing Project Management

PlaceWorks will coordinate project logistics and ensure successful completion of the project scope.

#### 1.1 Stakeholder Coordination

PlaceWorks will work with the County to convene the North Coast Multi-Agency Coordinating Committee (Coordinating Committee) around the development of the North Coast Facilities and Management Plan. PlaceWorks will coordinate with the group to develop protocols for communication, set a protocol for review of project materials, and develop a timeline for coordination meetings. It is assumed that the group will meet collectively throughout the project to discuss key deliverables and strategies. These meetings are called out in the tasks that follow chronologically with the deliverable for review.

#### 1.2 Kick-off meeting (Coordinating Committee Meeting 1)

PlaceWorks will facilitate and lead this initial meeting with the County and other members of the Coordinating Committee. The agenda will be to discuss expectations and concerns, and to review key issues, information needs, work products, and schedule. Project schedule and community engagement opportunities will be reviewed.

At this meeting, the team will discuss the existing plans and potential opportunities and challenges for the North Coast Facilities and Management Plan. The team will formalize the goals of the project and review the team's definition for project success.

The meeting will be held virtually using a video conferencing program, such as Zoom or Microsoft Teams.

Deliverables: Kick-off Meeting Agenda and Meeting Notes

#### 1.3 Site Visit

The PlaceWorks team will conduct a one-day tour of the project area documenting site conditions and potential areas of improvement noted at the Kick-off Meeting and in the existing facilities and management plans. PlaceWorks will work with the County and others on the Coordinating Committee to determine where site visits are appropriate and to coordinate access. Additional site visits will also be conducted as needed later in the planning process to confirm capital improvement needs.

Deliverable: Site Photos

COUNTY OF SANTA CRUZ

SCOPE OF WORK

#### 1.4 Ongoing Project Management

PlaceWorks will coordinate with County staff throughout the project and will manage the scope, cost, and schedule to ensure that the project is completed efficiently and within the anticipated timeline. PlaceWorks' project manager will conduct bi-weekly calls with the County project manager to coordinate project status and upcoming deliverables or events.

#### a. Monthly e-blasts

PlaceWorks will provide text and imagery for a monthly e-blast to stakeholders and the public interested in the project. The e-blast will contain project updates and next steps, including upcoming opportunities for public input. It is assumed that the County will coordinate sending the e-blast and responding to all communication.

#### b. Coordinating Committee Meetings

Our scope describes seven meetings at critical review periods. It is estimated that these meetings will be held every two to three months during the project.

Deliverables: Content for monthly e-blast

#### Task 2. Public Outreach and Engagement

The PlaceWorks team will assist in the development of marketing materials and coordinate public outreach for the North Coast Facilities and Management Plan. As part of this effort, the PlaceWorks team will conduct a series of community outreach and engagement activities to inform the community about the project and seek input on community needs and preferences. Our approach is focused on two rounds of engagement around key project phases: Round 1: Confirming the Vision and Round 2: Reviewing the Plan. All input will be collected and synthesized into a concise, easy-to-understand summary of input received. The outreach efforts will begin with public branding and a public engagement plan described in this task. Opportunities to conduct outreach associated with project milestones have been identified later in the scope.

#### 2.1 Project Branding

PlaceWorks will develop a branding package to market the North Coast as a single entity, including designing a logo and graphic templates for public notices and outreach products. As part of this effort, PlaceWorks will develop a draft branding package with up to three options for logos and color palettes. Based on feedback from the County and the Coordinating Committee, PlaceWorks will revise the preferred option with recommended improvements for a final branding package. PlaceWorks will provide the County and the members of the Coordinating Committee with high-resolution versions of all graphics for use on materials and websites related to the North Coast.

Deliverables: Project Branding Alternatives Package; Final Project Branding Package; Standalone graphic files

#### 2.2 Website Materials

PlaceWorks will provide graphic and text content for the project website, including a preliminary project summary and schedule to post at the initiation of the project. Throughout the project, PlaceWorks will provide updates for the website as needed. We recommend including a sign-up list for members of the public interested in receiving the monthly e-blast, described in Task 1.4. We assume that the County will host the site and post content provided by PlaceWorks.

Deliverables: Materials for Project Website

PLACEWORKS 2

March 18, 2022

#### 2.3 Public Engagement Plan

Working with the County and Coordinating Committee, the PlaceWorks team will develop a public engagement plan that outlines the details of the outreach and engagement approach, tasks, and tools. The engagement plan will include both in-person and virtual options. While we will refine the engagement plan based on input from the team, we have preliminarily identified the following for inclusion as part of the North Coast Facilities and Management Plan.

**In-person "Pop-up" Events.** For each round of engagement, PlaceWorks will participate in or coordinate two to three in-person pop-up events. This will include setting up a station or table at key events within the vicinity of the North Coast properties, such as interpretive events at public parks, volunteer workdays, or farmers markets in Santa Cruz. Pop-up stations will provide information about the project and seek input regarding the vision or draft plan through engaging displays and interactive exercises, such as mapping and prioritization activities.

**Direct Facilitation to Local Residents.** PlaceWorks can conduct stakeholder interviews with local farmers affected by recreational use of the North Coast. Working with the County to identify residents for interviews, PlaceWorks can conduct information gathering to identify issues and concerns related to long-term management.

**Online Survey.** PlaceWorks will develop an online survey or similar online tool to seek input from the public regarding the vision and draft plan for the North Coast Facilities and Management Plan. Results of the survey will be tabulated and summarized following each round of engagement.

**Virtual Workshop.** PlaceWorks will host one online, virtual workshop to present the draft plan and seek input. Virtual meetings will include live polls and other interactive activities that allow participants to provide input on the same issues presented at the pop-up events. PlaceWorks has conducted scores of virtual meetings and workshops, including with translation in multiple languages, and will bring our experience facilitating such meetings to ensure participants feel welcome, heard, and included in the planning process.

#### Task 3. Background Review, Issues, and Opportunities

#### 3.1 Project Base Map and Webmap

PlaceWorks will combine public GIS data along with data provided by the County and other stakeholders to develop a project base map in print-ready and Webmap format. The map will include all public and non-profit lands within the project study area designated by landowner, as well as public and private roads and trails. The project base map will illustrate the allowable uses for each property, and identify amenities, such as trailheads, parking areas, and restrooms based on the site visits and information/data provided by committee members. We assume that the project will not include detailed inventory and assessment of all facilities, although this service could be added by our team.

The base map will be used for educational materials during public outreach and to identify capital improvements. The Webmap will allow for more interactivity when looking at project data, including options to sort and display different variables, such as ownership and uses. The Webmap could be updated with information from the Comparative Matrix, described in Task 3.2, to allow for greater geographic analysis and visualization.

Deliverable: Project Base Map

#### 3.2 Background Document and Comparative Matrix

The PlaceWorks team will review and evaluate the 19 existing facilities and management plans listed in the RFP and associated Capital Improvement Plans (CIP). The PlaceWorks team will additionally review relevant planning documents to the project area, including, but not limited to, Santa Cruz County General Plan and Local Coastal Program.

The PlaceWorks team will consolidate findings from the existing facilities and management plans into a comparative matrix that identifies shared goals and highlights any areas of potential conflict. The matrix will be a quick guide to understanding the goals and management strategy for each property and landowner. It will be compiled to be easily navigated to serve as a reference when building a shared vision for the North Coast Facilities and Management Plan.

While the organization of the matrix will be developed after conducting the background document review, preliminarily we suggest that the matrix compare properties using the following categories:

- Location
- Allowable uses
- Operating schedule
- Infrastructure and facilities
- Property owner
- Managing entity
- Public safety
- Staffing
- Fire management strategy
- Stewardship
- Interpretation
- Operations and maintenance
- Revenue strategy
- Sea-level rise and coastal resiliency
- Existing challenges

The matrix will be organized geographically so adjacent properties or those in close proximity will be presented together. As feasible, outcomes of the review will be incorporated into the Webmap.

Deliverable: Comparative Review Matrix and Updates to Webmap

#### 3.3 Coordinating Committee Meeting 2: Comparative Review Matrix

At this meeting, PlaceWorks will present the Comparative Review Matrix and Webmap and facilitate a discussion of its findings. During this meeting, the team will discuss the cross-agency approach and major takeaways from the matrix that will be used to form the draft vision and goals statement for the North Coast Facilities and Management Plan. The team will review any questions that arose from the study and address any areas of potential conflict that were identified. The outcomes of this meeting will directly inform the development of draft vision and goals statements.

Deliverables: Meeting Agenda, Presentation Materials, and Meeting Summary

#### Task 4. Vision and Goals

#### 4.1 Draft Vision and Goals

Based on findings in the Comparative Review Matrix and feedback from the County and the Coordinating Committee, PlaceWorks will draft vision and goals statements summarizing the intent of the North Coast Facilities and Management Plan. As part of this effort, PlaceWorks will identify content for an introductory Fact Sheet that summarizes the project its vision and goals, described in Task 4.3.

Deliverable: Draft Vision and Goals

#### 4.2 Coordinating Committee Meeting 3: Draft Vision and Goals

At this meeting, PlaceWorks will present the draft vision and goals and content for a public fact sheet. We will facilitate a discussion regarding potential revisions. Following the meeting, PlaceWorks will draft the Fact Sheet and share the final draft with the Coordinating Committee.

Deliverables: Meeting Agenda, Presentation Materials, and Meeting Summary

#### 4.3 Vision and Goals Fact Sheet

Based on feedback from the Coordinating Committee, PlaceWorks will develop a Fact Sheet for the project vision and goals. The Fact Sheet will use the project branding developed in Task 2.1 and will be used to share information about the project with the public and any additional state holders. The Fact Sheet will be made available on the project website and included in the monthly e-blast.

Deliverable: Vision and Goals Fact Sheet

#### 4.4 Community Engagement Round 1 – Confirming the Vision

As described in Task 2, the specific engagement activities may vary but during this public engagement period, the PlaceWorks team will initiate the public input period by raising awareness of resources and recreational opportunities in the North Coast, as well as the need for coordinated efforts. Outreach efforts will introduce the planning process and invite the public to participate by sharing their experiences, preferences, and priorities. While the tools and format for engagement will be confirmed in the Public Engagement Plan, it is anticipated that the outreach effort will use the Fact Sheet and could include pop-ups at existing events as well as an online survey to gather feedback on issues related to public land management that is important to the public.

Deliverables: Engagement Materials and Feedback Summary

#### Task 5. Project Prioritization

The PlaceWorks team will develop criteria for evaluating planned and anticipated projects for all properties in the North Coast Facilities and Management Plan and work with the County and the Coordinating Committee to draft a project prioritization plan.

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#### 5.1 Visitor Demand and Operations and Maintenance Study

The PlaceWorks team will conduct a visitor demand study for all properties based on existing use and projections for future use in the area based on population growth and anticipated future services to inform discussion of facilities needed to meet future demand as well as increased operations and maintenance costs.

The PlaceWorks team will additionally evaluate the projects in the CIP for long-term operations and maintenance impacts. The study will build on the background document review study for each property and provide an analysis of potential future costs associated with managing the improvements. The study will examine ongoing operations and maintenance costs looking at 1-, 5-, 10-, and 20-year horizons. Potential revenue generation will also be presented for the same periods. The PlaceWorks team's economist will work with the responsible agencies to understand their current staffing and operational activities in the North Coast, and work with them to estimate the incremental cost of adequately managing the improved facilities at each time horizon. The study will additionally examine potential cost savings from collaborative efforts such as sharing operations and maintenance costs between properties.

Deliverables: Operations and Maintenance Study

#### 5.2 Consolidated CIP Analysis

The PlaceWorks team will create a consolidated CIP for all properties in the North Coast Facilities and Management Plan based on existing CIPs submitted by each landowner and recommend additional CIP items based on gaps identified during Committee meetings and from Engagement Round 1 as well as from analysis of site conditions and needed improvements from site visits. The consolidated CIP list will be circulated to the Coordinating Committee to confirm projects, including new projects identified to address gaps. For new facilities that have not been evaluated in an existing CIP, the PlaceWorks team including Seigel Strain and/or Tim Best (as appropriate given the project type) will conduct a site assessment to determine project extents and potential costs.

Each item in the CIP will include updated project costs and will be accompanied by a summary of associated permitting and environmental review required and an estimate of potential time required to implement. The CIP will be presented in a searchable spreadsheet that will allow it to be sorted by a variety of variables, such as property name, project type, or cost.

Deliverables: Consolidated CIP for North Coast properties

#### 5.3 Prioritization Framework

After compiling the comprehensive CIP, the PlaceWorks team will work with the County and Coordinating Committee to develop a list of evaluative factors to prioritize projects based on factors such as public safety and access, project urgency, ecosystem protection, and potential funding. As the goal of this planning effort is to maximize interagency collaboration and efficiency, projects that can be coupled with parallel projects, regardless of ownership, will be evaluated collectively.

Evaluation factors will be weighted, and the PlaceWorks team will develop a "decision tree" to guide prioritization. The Vision and Goals developed in Task 4 will serve as the foundation for evaluation. PlaceWorks will develop a presentation with examples to present to the Coordinating Committee for review.

Deliverable: Draft Prioritization Framework

# 5.4 Coordinating Committee Meeting 4: Operations and Maintenance, CIP Analysis, and Draft Prioritization Framework

The group will examine and discuss the operations and maintenance strategies discussed in the Study, and discuss workflow and challenges associated with each option. PlaceWorks will present the Consolidated CIP Analysis and the Prioritization Framework and facilitate a discussion with the Coordinating Committee to refine the methodology to fit the Vision and Goals of the project. Following the meeting, PlaceWorks will revise the prioritization framework based on feedback from the group and solicit comments on the revised draft.

Deliverable: Meeting Agenda, Presentation Materials, Meeting Summary, and Revised Prioritization Framework

#### 5.5 Draft Project List

After finalization of the Prioritization Framework with the Coordinating Committee, the PlaceWorks team will compile a prioritized list of capital improvements for all properties. The draft list will use the sortable spreadsheet of CIP projects developed in Task 5.1 and will incorporate ranking based on the Prioritization Framework. Prioritization will be accompanied by an associated timeframe, although it is assumed that projects within the same priority group may vary in schedule due to complexity.

Deliverable: Draft Project List

#### 5.6 Coordinating Committee Meeting 5: Draft Project List

PlaceWorks will present the Draft Project List and facilitate a discussion with the Coordinating Committee regarding the findings. At this meeting, the group will discuss potential modifications to the Draft Project List and potential strategies for implementation and coordination. The group will also discuss strategies to coordinate operations and maintenance suggested in the study and discuss workflow and challenges associated with each option. The team will select options to incorporate into the North Coast Facilities and Management Plan. Outcomes from this meeting will be incorporated into the Draft Facilities and Management Plan.

Deliverable: Meeting Agenda, Presentation Materials, Meeting Summary, and Revised Prioritization Framework

#### Task 6. Facilities and Management Plan Development

#### 6.1 Draft Plan

The PlaceWorks Team will compile materials from previous tasks into a comprehensive Draft North Coast Facilities and Management Plan. While the final content may differ based on project findings, we anticipate that the Draft Plan will include the following sections:

- Introduction and Context. Summarizing the project area and participating entities.
- Vision and Goals. Defining the intention of the project and anticipated outcomes.
- **Coordination Framework.** Presenting initiatives to facilitate collaboration between public lands managers on the North Coast. Opportunities for improved management efficiencies will be addressed in this section.
- Action Items. Proposing next steps towards implementing the integrated approach.
- Funding Opportunities. Identifying funding strategies for priority projects.

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• Items for Future Considerations. Identifying future potential studies and strategies to help meet the Plan's Vision and Goals. This could include innovative parking and reservation systems, multi-modal transportation studies and programs, among others.

The draft document will be a concise and strategic summary of the planning effort and serve as the guiding document for cooperative management moving forward.

Deliverable: Draft North Coast Facilities and Management Plan

#### 6.2 Coordinating Committee Meeting 6: Draft Plan

Following a review period, PlaceWorks will facilitate a discussion of the Draft Plan. The conversation will focus on improvements to strengthen the Plan as a guidebook for future work. At this meeting, the group will also discuss presenting the Plan to the public and materials for the second round of community engagement.

Deliverable: Meeting Agenda, Presentation Materials, and Summary

#### 6.3 Community Engagement Round 2 – Reviewing the Plan

The PlaceWorks team will implement the activities in the Engagement Plan, developed in Task 2, to engage the community on the Draft Plan. This second round of community engagement could be an opportunity for a virtual workshop to present the full project to the public and solicit comments before finalization, and/or could be presented at pop-up events and visitors could be directed to review the plan online.

Deliverables: Engagement Materials and Feedback Summary

#### 6.4 Final Plan

Based on feedback from the Coordinating Committee and from the public, the PlaceWorks team will revise the Draft North Coast Facilities and Management Plan into a final version. In addition to providing a final document, PlaceWorks will supply all working files for the project, including the comprehensive CIP, to the Coordinating Committee to facilitate future use of project materials.

Deliverable: Final North Coast Facilities and Management Plan and Working Files

#### 6.5 Plan Approval

PlaceWorks will work the County and the Coordinating Committee to seek Plan Approval from all landholders within the North Coast area, including public agencies (National Parks Services, California State Parks, and Santa Cruz County) and non-profit groups (Save the Redwoods League, Land Trust of Santa Cruz County, Peninsula Open Space Trust, Sempervirens Fund, Santa Cruz County Regional Transportation Commission, and California Polytechnic State University San Luis Obispo).

PlaceWorks will develop a universal presentation package for the North Coast Facilities and Management Plan that can be used by members of the Coordinating Committee to present to their governing bodies. If plans are not approved, requested edits to the Plan will be consolidated and reviewed by the Coordinating Committee.

Deliverable: North Coast Facilities and Management Plan Approval Presentation Package

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### 6.6 Coordinating Committee Meeting 7: Plan Approval

PlaceWorks will facilitate a meeting to discuss Plan approval from all entities and requested changes, if any. The meeting will also be an opportunity to review next steps and set a timeline for future coordination.

Deliverable: Meeting Agenda, Presentation Materials, and Summary

## Schedule

This chapter describes the products associated with PlaceWorks' work scope and the schedule by which each of these products will be completed. It also summarizes the meetings that PlaceWorks will attend for the project.

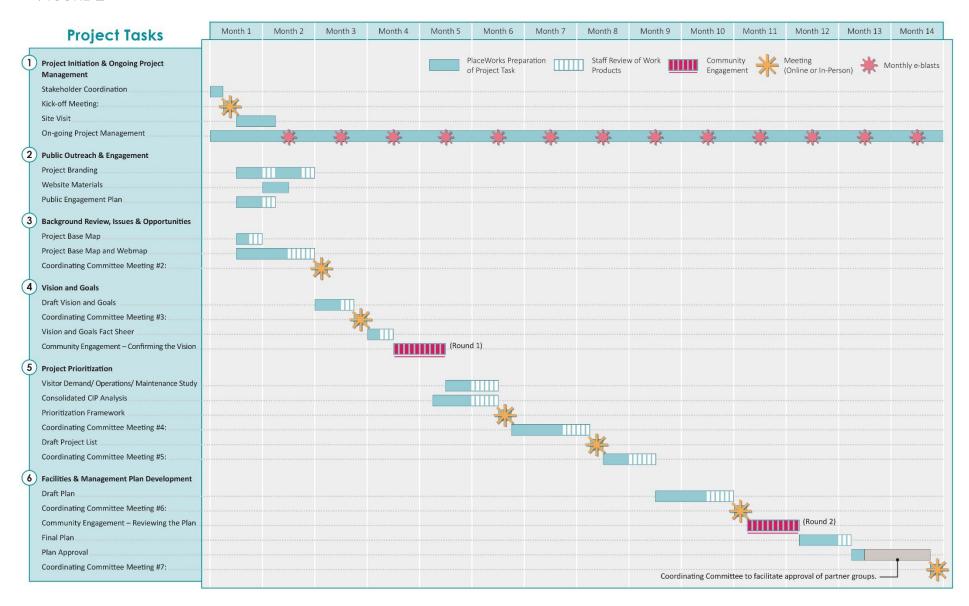
#### Schedule

PlaceWorks proposed schedule for completion of the North Coast Facilities and Management Plan is shown in Figure 2. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the North Coast Facilities and Management Plan, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We limit subconsultants' payments to specific milestones, so as to ensure that progress on the project is commensurate with billings.

#### FIGURE 2 SCHEDULE



# **Budget**

As shown in Table 2, the estimated cost to complete the scope of work described in this proposal is \$174,778.

PlaceWorks recommends planning for a 5- to 10-percent contingency fund to cover any unforeseen out-of-scope work that might be necessary for the project.

We are flexible regarding project costs and hope that you will not eliminate us from consideration based on cost alone.

The billing rates for each team member are included in Table 2.

PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.

# **Assumptions**

This scope of work and cost estimate assumes that:

- Our cost estimate includes the meetings shown in Chapter 4. Additional meetings would be billed on a time-andmaterials basis. Isabelle Minn and Jesse Jones will attend all project meetings and will be supported by additional PlaceWorks staff at community engagement events.
- All products will be submitted to the County in electronic (PDF) format unless otherwise noted in the scope shown in Chapter 4.
- The County staff will be responsible for meeting logistics, including schedule coordination.

 TABLE 2
 COST ESTIMATE

	,			PL/	ACEWORKS							SUB	CONSULTAI	NTS			
		Isabelle	Isby	Jesse		GRAPHICS/	TECH.	WP/				CoastGeo	LEC	Siegel & Strain			
		Minn	Fleischmann	Jones		WP	EDITOR	CLERICAL				coastaco		Sieger & Strain			
				Project	Associate										10%		
		PIC	Advisor	Manager	Planner					PlaceWorks 2%	PlaceWorks					Subconsultant	Total Task
	Hourly Rate:	\$230	\$195	\$175	\$140	\$125	\$125	\$140	Hours	Office Expenses	Total				Markup	Total	Budget
1ASK	Project Initiation and Ongoing Project Management     Stakeholder Coordination		2	4	ı i				6	\$23	\$1,183	0		0 0	so so	\$0	\$1,18
2	Kick-off meeting (Coordination Committee Meeting #1)		2 4						20		\$3,478	0		0 0			
3	Site Visit		_	. 8					16		\$2,570	1,200		0 0			
4	On-going Project Management		2	56					58		\$10,465	0		0 0			
	Task 1. Subtotal		6 4	1 74	16	0	0	0	100	\$346	\$17,696	\$1,200	\$	0 \$0	\$120	\$1,320	\$19,01
TASK	2. Public Outreach and Engagement																
1	Project Branding		1 2	2 2	. 8	30			43	\$117	\$5,957	0		0 0	\$0	\$0	\$5,95
2	Website Materials		2		4				6		\$969	0		0 0			
3	Public Engagement Plan		2 3						29		\$4,779	0		0 0			
	Task 2. Subtotal		3	10	28	30	0	0	78	\$230	\$11,705	\$0	\$	0 \$0	\$0	\$0	\$11,70
	3. Background Review, Issues and Opportunities																
1	Project Base Map and Webmap		2	8					34		\$5,324	0		0 0			
2	Background Document and Comparative Matrix		3 6						79		\$12,607	800		0 1,000			
3	Coordinating Committee Meeting #2: Comparative Review Matrix  Task 3. Subtotal		4 9 (	6 34	_		0	0	18 131		\$3,152 \$21,083	9 \$800		0 0 0 \$1,000			
			9 6	34	82	U		U	131	\$413	\$21,083	\$800	,	U \$1,000	3180	\$1,980	\$23,06
	4. Vision and Goals									4.4	40.004						40.00
1	Draft Vision and Goals Coordinating Committee Meeting #3: Draft Vision and Goals		2 3	3 4					13 18		\$2,351 \$3,152	0		0 0			
3	Vision and Goals Fact Sheet		4	_					30		\$4,233	0		0 0			
4	Community Engagement Round 1 – Confirming the Vision		6 10						70		\$11,965	0		0 0			
	Task 4. Subtotal	1					0	0			\$21,701	\$0		0 \$0			
TASE	5. Project Prioritization															-	
1	Visitor Demand and Operations and Maintenance Study		1	2	. 8				11	\$34	\$1,734	0	7,00	0 0	\$700	\$7,700	\$9,43
2	Consolidated CIP Analysis		2 2	2 28					76		\$12,148	4,800		0 3,200			
3	Prioritization Framework		2 5	8	16				31	\$102	\$5,177	0		0 800	\$80	\$880	\$6,05
4	Coordinating Committee Meeting #4: O&M, CIP Analysis and Draft Prioritization Fran		4	6					18		\$3,152	0		0 0			
5	Draft Project List		1 8						45		\$7,395	2,000		0 0	·		
6	Coordinating Committee Meeting #5: Draft Project List		4	6					18		\$3,152	0		0 0			
	Task 5. Subtotal	1	4 15	62	108	0	0	0	199	\$643	\$32,758	\$6,800	\$7,00	0 \$4,000	\$1,780	\$19,580	\$52,33
TASK	6. Facilities and Management Plan Development		*						*						*	*	
1	Draft Plan		6 10	20			2	1	85		\$13,841	0	3,20	0 0	\$320		
2	Coordinating Committee Meeting #6: Draft Plan		4	6	_				18		\$3,152	0		0 0	, , , , ,		
3	Community Engagement Round 2 – Reviewing the Plan		6 10						80		\$13,393	0		0 0			
5	Final Plan Plan Approval		2	8	, 20		2	1	41 20		\$6,293 \$3,254	0		0 0	, ,,		¥ -,
6	Coordinating Committee Meeting #7: Plan Approval		Δ Λ	6					18		\$3,254	0		0 0			
- 0	Task 6. Subtotal		7	_			4	. 2			\$43,085	\$0	\$3,20	-			
								-			Ų 15,005	-	40,20	•	, <del>, , , , , , , , , , , , , , , , , , </del>	<b>\$3,520</b>	<b>\$10,00</b>
	Labor Hours Total	6	8 67	288	416	56	4	2	901					_			-
	Labor Dollars Total	\$15.640	\$13.065	\$50.400	\$58.240	\$7.000	\$500	\$280		\$2.903	\$148.028	\$8.800	\$10.20	0 \$5.000	)	\$26,400	\$174.42
-	PlaceWorks Percent of Total Labor	89					0%			7-,	7 ,	7-,	7,	7-,		7-0,	7
	NICEC																
EVD	MIEN																A
EXPE																	\$30
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