

**COUNTY OF MARIN  
STANDARD SHORT FORM CONTRACT**

**THIS AGREEMENT** is made and entered into this day January \_\_\_\_\_, 2006 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 **\$85,552** including direct non-salary expenses.

**5. TIME OF AGREEMENT:**

This Agreement shall commence on **December 1, 2005**, and shall terminate on **December 31, 2006**. 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: Lisa DeCarlo for Matthew Hymel  
Dept./Location: County Administrator's Office  
3501 Civic Center Drive, Rm. 325  
Telephone No.: 415-499-6406 (Lisa DeCarlo)

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)**

County of Marin P0430418 - FishNet 4C - Fishery Network of the Central California Coastal Counties Under direction of the Grantor, and under the following conditions and terms, the Grantee will:

1. Meetings: Coordinate and facilitate bi-monthly FishNet 4C meetings from November 1, 2005 to March 30, 2007. Notify Contract Manager of meeting dates at least two weeks in advance and provide the Contract Manager with minutes and any materials distributed at the meetings. Coordinate with county FishNet members, CDF&G, ACOE and NMFS well in advance to provide notice to attend quarterly meetings to share resources and information on Recovery Planning.

Products: Hold staff level meetings in each county, rotating each month, so that all County Departments and Dept heads become familiar and involved with Fishnet purpose and progress.

2. Programs and Policies: Work closely with the county Fishnet 4c teams (composed of core planning, public works, parks staff and supervisors in each county) to implement actions which are intended to enhance, promote and mitigate for impacts to salmonid habitat. This includes but is not limited to: continuing to pursue actions with the counties that achieve the restoration goals that were derived from the UC Berkeley study Effects of County Land Use Policies and Management Practices on Anadromous Salmonids and their Habitats (Harris et al. 2001) (attachment B) ; and support and pursue the actions laid out in the implementation goals as outlined in each County's Implementation Programs (attachment C). Continue to build capacity of County FishNet teams responsible for implementing projects, programs and policies. Report to Grantor quarterly extent to which deliverables are being accomplished.

Products: Solicit private and public support for fishery restoration efforts, lend technical advice, coordinate with DFG Watershed planners, and provide support to county departments as they seek funds for watershed restoration projects.

3. Permit Streamlining- FishNet will continue to participate in and encourage counties, to improve and streamline the permitting process for fishery restoration projects. Work closely with each County Dept. involved in permit issues to negotiate and highlight efforts of restoration project and track project progress through implementation. Products: Implement and utilize models like that developed in Santa Cruz, to streamline county permits in support of regional, multi-agency permitting for fishery restoration projects..

4. Counties' Forum with State and Federal Agencies – Continue quarterly 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 meetings with follow-up Action items, information exchange between counties, and with State and Federal agencies.

5. Fisheries Implementation Plans – FishNet will assist Counties to implement the higher priorities in each of their FishNet Implementation Plans, developed from recommendations in the UC Assessment – "Effects of County Land Use Policies and Management Practices on Anadromous Salmonids and Their Habitat." (Harris, 2001). Examples include Riparian Set-backs (Marin), Grading ordinances (Sonoma and Mendocino), Permit Enforcement (San Mateo), Countywide Permitting (Santa Cruz), Riparian Set-backs (Monterey), and Written Road Standards and Fish Passage (all counties).

Products: Implementation of highest priorities in each Counties' FishNet Implementation Plans.

6. Restoration Project Development – FishNet will continue to encourage and assist counties to develop public works projects that will benefit salmonid fisheries. These projects will be identified from priorities in the plans and assessments that have been completed in the Fish- Net region in the past 3 years (Attachment A). FishNet Operations and Maintenance Committee (DPW managers) will continue to meet quarterly to exchange info on projects, permits and road manual trainings.

Products: 7+ County Projects Developed and Implemented from priorities in: • Fish Passage Barriers Inventories • Road Surveys • Coho Recovery Plan • Russian River Basin Plan Watershed Assessments conducted in our region

7. Development of Model Ordinances and Policies – Counties will continue to develop new ordinances and policies, as recommended from the UC Berkeley Report; including: • Mendocino County Grading Ordinance • Sonoma County Grading Ordinance • Marin County Streamside Conservation Development Set-Backs • San Mateo County Watershed Protection Ordinance • Santa Cruz County Coordinated Permitting Program • Monterey County General Plan Riparian Set-Backs

Products: Implementation of Model County Ordinances and Policies

8. Oversight of the Implementation of the second year of an Intensive Roads Training Program based on the FishNet Roads Manual – “Guidelines for Protecting Aquatic Habitat and Salmon Fisheries for County Road Maintenance” (2004). Longer trainings will often be in partnership with other groups (i.e. SRF or BASMAA), and attended by multiple counties. Shorter trainings will be in-house in each county, and systemically train crews on each chapter and activity covered in the FishNet Roads Manual. FishNet Operations and Maintenance Committee (DPW managers) will continue to meet quarterly and will serve as the advisory board and county liaison to the training program.

Product: Roads Manual Training Program – (2004-2006)

4 Multi-day trainings:

Fish Passage Design and Engineering (co-funded w/SRF Love, Mann, Heise, etc.)

Stream bank Stabilization – Bioengineering (FishNet funded Waterways Institute)

Roads Design and Maintenance (co-funded w/SRF; Hagans and Weaver)

50 Short (1/2-one day) Trainings on Roads Manual Chapters (10 sessions in 5 counties)

Habitat Needs of Salmon; Basic Watershed Principles; Regulations and Permits

Fish Passage – review of Taylor reports. Concerns, priorities and long term planning.

Culvert Cleaning, Repair and Replacement

Woody Debris Management Sediment Control – Protecting Water Quality

Road Maintenance, Surface Grading, Spoils Disposal

Riparian Vegetation Management

Maintenance Yard and Facilities

Emergency Work

Project Planning and Development – Long range planning.

9. Implement the California State Coho Recovery Plan – FishNet counties will begin to implement the Recommendation from the Coho Recovery Plan (2004). The FishNet Director will assist counties to identify and implement High Priority Action Items defined in the plan such as: programmatic approaches to building off-channel farms ponds for water quality, stream conservation set-backs, grading ordinances, culvert replacement fish passage projects, road restoration, etc.

Products: FishNet will assist Counties to identify and implement highest priority actions for coho restoration as defined in the State Coho Recovery Plan.

10. NOAA Fisheries Recovery Plan – FishNet will continue to participate in the MOU on Recovery Planning signed between FishNet Counties and NOAA (2002). FishNet will provide summaries of conservation efforts underway to include in the Plan. FishNet will actively engage with NOAA Fisheries during Phase II of Recovery Planning with a focus on implementation of early recovery actions.

Products: Active engagement with NOAA Fisheries during Phase II of Recovery Planning with a focus on implementation of early Recovery Actions.

11. 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 programs.

Products: Continue efforts by counties to secure salmon restoration funding.

12. Partnership with Cities and Special Districts – FishNet will continue to outreach to Cities and Special Districts (water open space, flood control, etc.). Partnerships on projects and trainings will continue to be promoted. We are now working on various projects with Cities of Santa Rosa, Santa Cruz, Soquel and Mill Valley, on fisheries restoration projects. FishNet will continue to outreach and expand involvement of other local municipalities.

Products: Increased participation of Cities and Special Districts in fisheries restoration.

13. Upon completion of the project, the Grantee shall submit two hard copies of a final written report and one electronic, Microsoft Word or Adobe Acrobat compatible, copy on CD. If the project is not completed in the current year, the Grantee will submit a summary of the completed portion no later than December 31 and again each year until completed. 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

14. 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 the Central California Coastal Counties.

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

The maximum amount payable to Contractor under this agreement shall not exceed \$85,552 and cost allocations are as follows:

Base Contract Fee	\$67,260
Mileage	\$3,196
Travel	\$1,536
Special Circumstances	\$13,560

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.