

**DATE:** October 12, 2012  
**MEETING OF:** October 23, 2012  
**FROM:** Staff  
**RE:** **ACTION ITEMS X.3 – Strelow Consulting Contract**

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**BACKGROUND**

Strelow Consulting did the Initial Study and Negative Declaration for the old Farmers Market. With the proposal for the new Farmers Market to be held in a new location with music inside the Harvest Building in the afternoons the studies need to be updated.

By separate agreements we are also using Alan Goldwater at Magic Sound for sound measurement work at a cost of \$1,250.00 and Ron Marquez for the traffic portion of this study update at a cost of \$1,500.00

**FISCAL IMPACT**

Maximum cost for Strelow consulting agreement \$5,500.00.

**STAFF RECOMMENDATION**

That the Board approves a motion to execute the contract with Strelow Consulting to update the Initial Study and Negative Declaration for the Farmers Market.

**ATTACHMENTS**

- Strelow Consulting contract
- Strelow Consulting agreement
- Magic Sound agreement
- Ron Marquez agreement
- Original Initial Study & Neg Dec.

**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 7/2009)

CONTRACT NUMBER 2012-47	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the State.

14<sup>th</sup> DAA/Santa Cruz County Fair

CONTRACTOR'S NAME, hereafter called the Contractor.

Strelow Consulting

2. The agreement term is from September 26, 2012 through December 31, 20123. The maximum amount payable is \$ 5,500.00 pursuant to the following charges:Wages/Labor \$ 5,500.00 Parts/Supplies \$ 0.00 Taxes \$ 0.00 Other \$ 0.00 (Attach list if applicable.)4. Payment Terms (Note: All payments are in arrears.)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY ITEMIZED INVOICE  OTHER Monies paid upon the satisfactory completion of the terms of this agreement.

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)

 ADDITIONAL PAGES ATTACHED

Strelow Consulting will update an Initial Study (IS) and Negative Declaration (ND) that were prepared in July 2012 for the Watsonville Certified Farmers market to be held on Sundays at the Santa Cruz County Fairgrounds. The revisions will reflect changes in the project description to include a new location and indoor music at existing Fairgrounds facilities as well as any other changes in environmental conditions on or near the project site. Revisions to traffic and noise memos will be provided by consultants under separate agreements with the Fairgrounds. The work tasks include: Site visit and Start-up meeting, Prepare Administrative Draft revised Initial Study, Edit Initial Study & Prepare ND/MIND, Notices, Mailing List (Includes one meeting with Fairgrounds staff), Respond to Comments. Attachment "A" and "B" become part of this agreement.

EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

 GTC\*SF 2012-47  GIA\*  \*if not attached, view at <http://www.ois.dgs.ca.gov/Standard%20Language/default.htm>. Other Exhibits (List) Attachment "A" and "B"

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY NAME 14 <sup>th</sup> DAA/Santa Cruz County Fair		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) Strelow Consulting			
BY (Authorized Signature)	DATE SIGNED	BY (Authorized Signature)	DATE SIGNED		
<i>[Signature]</i>		<i>[Signature]</i>			
PRINTED NAME AND TITLE OF PERSON SIGNING Dave Kegebein, Fair Manager 831.724.5671		PRINTED NAME AND TITLE OF PERSON SIGNING Stephanie Strelow, Owner 831.684.1735			
ADDRESS 2601 East Lake Avenue, Watsonville, CA 95076		ADDRESS PO Box 2896, Santa Cruz, CA 95063-2896			
FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	OBJECT CODE
50400		2012			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER <i>[Signature]</i>			DATE SIGNED

ATTACHMENT "A"

PROFESSIONAL SERVICES AGREEMENT  
ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT is entered into on September 26, 2012 by and between the 14<sup>th</sup> District Agricultural Association – Santa Cruz County Fair, hereinafter called "SCCF" and Strelow Consulting, hereinafter called "Consultant".

WHEREAS, the SCCF desires certain services described in Attachment One and Consultant is capable of providing and desires to provide these services;

NOW, THEREFORE, SCCF and Consultant for the consideration and upon the terms and conditions specified agree as follows:

1. **Scope of Services.** The services to be performed under this Agreement are set forth in *Attachment One*. Consultant shall not undertake any work beyond the scope of work set forth in *Attachment One* unless such additional work is approved in advance and in writing by the SCCF.
2. **Duties of Consultant.** All work performed by Consultant or under its direction, shall be sufficient to satisfy the SCCF's objectives for entering into this Agreement and shall be rendered in accordance with the generally accepted practices and standards of Consultant's profession.
3. **Duties of the SCCF.** SCCF shall make available to Consultant all data and information in the SCCF's possession which the SCCF and Consultant deem necessary for the preparation and execution of the work, and SCCF shall actively aid and assist Consultant in obtaining such information from other agencies and individuals as necessary. SCCF will provide to Consultant any and all information relevant to the project site and proposed project, and will transmit to Consultant any new information that becomes available during the course of the contract. Consultant shall not be liable for any incorrect advice, judgment or decision that is based on any inaccurate information furnished by SCCF.
4. **Schedule.** Consultant shall begin work upon its receipt of an executed agreement. The Schedule for completion of the work shall be as shown upon *Attachment One*. In the event that major changes are ordered, the schedule for completion as stated in *Attachment One* will be adjusted by SCCF so as to allow Consultant a reasonable period of time within which to complete any additional work which may be required as a result of the ordered changes.
5. **Fees and Payment.** The total amount of charges made under this contract shall not exceed \$5,500.00 in accordance with the limits shown in *Attachment One*, unless changes in the project description or scope of work require renegotiation of costs between District and Consultant. SCCF expressly warrants that funds for Consultant's services are available to the SCCF or will be made available to the SCCF by the private operator at the time of execution of the Agreement.
  - a. Payments shall be made by the SCCF to the Consultant, based on itemized monthly invoices from the Consultant which list the actual costs and expenses.
  - b. Consultant shall submit monthly itemized invoices for services and costs to the SCCF by the first of each month. SCCF agrees to pay Consultant within 30 days of receipt of the monthly invoice.

- c. Should for any reason the project be terminated prior to full execution of this contract, Consultant shall submit an accounting of progress, expenses and time committed to the project and shall be paid by SCCF, pursuant to the Scope of Work.
6. **Accounting Records.** Records of the Consultant's charges, expenses, and reimbursement expenses pertaining to the project will be kept on a generally recognized accounting basis and will be available to the SCCF or their authorized representatives, upon request, at mutually convenient times.
  7. **Termination.** This agreement may be terminated by the SCCF or Consultant, with written notice to the other party, should the other fail to perform its obligations hereunder. In the event of termination, Consultant shall bring the work to a reasonable conclusion, and the SCCF shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.
  8. **Indemnification.** Consultant and SCCF agree to indemnify one another and hold harmless the other's officers, agents and employees, from and against any and all claims, demands, actions, damages, or judgments, including reasonable associated costs of defense to the extent caused by their negligent acts or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of SCCF and Consultant, they shall be borne by each party in proportion to its negligence.
  9. **Assignment.** Neither party shall assign any portion or all of their various rights and liabilities under this agreement without the prior written consent of the other party.
  10. **Professional Standards and Regulations.** The SCCF recognizes that Consultant must render professional services in accordance with prevailing professional standards and ethics, and in accordance with federal, state and local laws and ordinances governing such work. If either the SCCF or Consultant believes that Consultant services could result in violation of an applicable provision or aspect of professional standards or ethics, laws or regulations, that party shall so advise the other, and both parties shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing achievement of a solution, either party may terminate this agreement in accordance with termination procedures herein.
  11. **Independent Consultant.** The parties' intent is that Consultant, in performing the services herein specified, shall act as an independent consultant. Consultant is an independent consultant and shall not be considered an agent or employee of the SCCF.
  12. **Nondiscriminatory employment.** The Consultant and/or any permitted Subconsultant, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Consultant and/or any permitted Subconsultant understands and agrees that Consultant and/or any permitted Subconsultant is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.
  13. **Insurance.** Consultant agrees to maintain general commercial liability insurance and professional liability insurance in an amount not less than \$1,000,000. All required insurance coverage shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to SCCF. The certificate(s) of insurance and required endorsement shall be furnished to the SCCF prior to commencement of work.

- 14. **Conflicts of Interest.** Consultant stipulates that corporately or individually, its firm, its employees and subcontractors have no financial interest in either the success or failure of any project which is, or may be, dependent on the results of the Consultant's work product prepared pursuant to this Agreement.
- 15. **Entire Agreement.** This agreement (including attached work scope) constitutes the entire agreement between the SCCF and Consultant. Any modifications to this agreement will be effective only if made in writing and signed by the two parties.
- 16. **Governing Law.** This agreement shall be governed by the law of the State of California.
- 17. **Legal Action/Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which he or she may be entitled.
- 18. **Amendments.** This Agreement may not be amended in any respect except by way of a written instrument which expressly references and identifies that particular Agreement, which expressly states that its purpose is to amend this particular Agreement, and which is duly executed by the SCCF and Consultant. Consultant acknowledges that no such amendment shall be effective until approved and authorized by the SCCF.
- 19. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

CONSULTANT  
 Stephanie Strelow  
 Strelow Consulting  
 P.O. Box 2896  
 Santa Cruz, CA 95063-2896

SANTA CRUZ COUNTY FAIR  
 David Kegebein, Interim Fair Manager  
 Santa Cruz County Fair  
 2601 East Lake Avenue  
 Watsonville, CA 95076

APPROVED

CONSULTANT

By *Stephanie Strelow*  
 Stephanie Strelow, Principal

Dated 9-26-12

SANTA CRUZ COUNTY FAIR

By *David Kegebein*  
 David Kegebein, Interim Fair Manager  
 Santa Cruz County Fair  
 2601 East Lake Avenue  
 Watsonville, CA 95076

Dated 10-1-12

*ATTACHMENT "B"*  
ATTACHMENT ONE –  
SCOPE OF SERVICES/WORK PLAN

### **Scope of Work & Work Tasks**

The Scope of Work consists of updating an Initial Study (IS) and Negative Declaration (ND) that were prepared in July 2012 for the Watsonville Certified Farmers Market to be held on Sundays at the Santa Cruz County Fairgrounds. The revisions will reflect changes in the project description to include a new location and indoor music at existing Fairgrounds facilities as well as any other changes in environmental conditions on or near the project site. Revisions to traffic and noise memos will be provided by consultants under separate agreements with the Fairgrounds.

A start-up meeting and site visit will be conducted with Fairgrounds staff, the market operator and their noise consultant. Pertinent background studies and data will be collected and reviewed at this time.

Two hard copies and an electronic version of an administrative draft IS will be provided to Fairgrounds staff for review. The Initial Study will be revised to incorporate the staff comments and edits. Based on preliminary reviews, it appears that a Negative Declaration (ND) or Mitigated Negative Declaration (MND) could be prepared for this project. However, a final determination will be made in consultation with Fairgrounds staff based upon the analyses conducted for the Initial Study. The ND or MND, as well as notices, legal ad, mailing list, and instructions for distribution will be provided to Fairgrounds staff for public circulation. A 30-day review period through the State Clearinghouse will be required. Forty hard copies, ten CDs and an electronic copy suitable for website posting will be provided to the Fairgrounds staff for distribution. This proposal assumes that all noticing and distribution will be completed by Fairgrounds staff.

Upon the close of the public review period, any comments received during the public review period will be reviewed with Fairgrounds staff. If deemed warranted, a written response will be provided, although this is not required under the State CEQA Guidelines. Up to 8 hours is allocated for this task to provide written responses to comments and/or summary of comments and responses as directed by Fairgrounds staff. The cost will be re-evaluated based on the amount of comments received and may need to be revised. This proposal does not include attendance at public or Fairgrounds Board hearings, which can be added if requested by Fairgrounds staff.

The work tasks include:

- TASK 1: Site Visit and Start-up Meeting
- TASK 2: Prepare Administrative Draft revised Initial Study
- TASK 3: Edit Initial Study & Prepare ND/MND, Notices, Mailing List  
(Includes one meeting with Fairgrounds staff)
- TASK 4: Respond to Comments

### **Schedule & Cost Estimate**

Preparation of the Initial Study can be initiated immediately, and can be completed within 4 weeks of receipt execution of contract and receipt of technical consultant reviews. The following cost estimate reflects my understanding of the project scope and environmental issues known at this time. Invoices will be submitted only for actual time and expenses incurred.



**SHORT FORM CONTRACT****(For agreements up to \$9,999.99)**

STD. 210 (Revised 7/2009)

CONTRACT NUMBER <b>2012-48</b>	AM. NO.	FEDERAL TAXPAYER ID. NUMBER
REGISTRATION NUMBER		

Invoice must show contract number, itemized expenses, service dates, vendor name, address and phone number.  
SUBMIT INVOICE IN TRIPLICATE TO:

**FOR STATE USE ONLY**

STD. 204  N/A  ON FILE  ATTACHED  CERTIFIED SMALL BUSINESS  
 CCCs  N/A  ON FILE  ATTACHED  CERTIFICATE NUMBER  
 DVBE %  N/A  GFE \_\_\_\_\_  
 Late reason \_\_\_\_\_  
 Public Works Contractor's License \_\_\_\_\_  
 Exempt from bidding \_\_\_\_\_

1. The parties to this agreement are:

STATE AGENCY'S NAME, hereafter called the **State**.CONTRACTOR'S NAME, hereafter called the **Contractor**.14<sup>th</sup> DAA/Santa Cruz County Fair

Magic Sound

2. The agreement term is from October 14, 2012 through October 28, 20123. The maximum amount payable is \$ 1,250.00 pursuant to the following charges:Wages/Labor \$ 1,250.00 Parts/Supplies \$ \_\_\_\_\_ Taxes \$ \_\_\_\_\_ Other \$ \_\_\_\_\_ (Attach list if applicable.)

4. Payment Terms (Note: All payments are in arrears.)  ONE TIME PAYMENT (Lump sum)  MONTHLY  QUARTERLY  
 ITEMIZED INVOICE  OTHER Monies paid upon the satisfactory completion of the terms of this agreement.

5. The Contractor agrees to furnish all labor, equipment and materials necessary to perform the services described herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference. (Outline in exact detail what is to be done, where it is to be done and include work specifications, if applicable.)




 ADDITIONAL PAGES ATTACHED

Contractor agrees to provide acoustic test for the Santa Cruz County Fair, located on the 14<sup>th</sup> District Agricultural Association, 2601 East Lake Avenue, Watsonville, CA 95076. Contractor agrees to measure the outdoor sound level in dBC on October 14, 2012, 2:00PM-5:00PM, in three different locations as shown on the attached map, to determine the baseline ambient sound level during this time. Contractor agrees to measure the outdoor sound levels in dBC on October 28, 2012, between 2:00PM and 5:00PM on the three locations provided on Attachment "A", to determine the effect of amplified music scheduled during this time. Contractor further agrees to provide and initial study and recommendations for interior acoustic treatment of the "Heritage Hall".

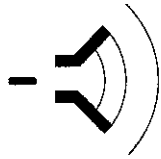
EXHIBITS (Items checked in this box are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.)

GTC\*SF 2012-48  GIA\* \_\_\_\_\_ \*If not attached, view at <http://www.ols.dgs.ca.gov/Standard%20Language/default.htm>.  
 Other Exhibits (List)

In Witness Whereof, this agreement has been executed by the parties identified below:

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY NAME <b>14<sup>th</sup> DAA/Santa Cruz County Fair</b>		CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <b>Magic Sound</b>	
BY (Authorized Signature) 	DATE SIGNED	BY (Authorized Signature) 	DATE SIGNED
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Dave Kegenein, Interim Manager 831.724.5671</b>		PRINTED NAME AND TITLE OF PERSON SIGNING <b>Alan Goldwater, dba Magic Sound 831.475.7505</b>	
ADDRESS <b>2601 East Lake Avenue, Watsonville, CA 95076</b>		ADDRESS <b>1780 Chanticleer Avenue, Santa Cruz, CA 95062</b>	
FUND TITLE	ITEM	FISCAL YEAR <b>2012</b>	CHAPTER STATUTE OBJECT CODE
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		SIGNATURE OF ACCOUNTING OFFICER 	
		DATE SIGNED	





**magic sound**

1780 Chanticleer Avenue Santa Cruz, CA 95062

(831) 475-7505 email: info@magicsound.us

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**PROPOSAL OF ACOUSTIC SERVICES October 10, 2012**

14<sup>th</sup> District Agricultural Association  
Santa Cruz County Fair  
2601 East Lake Avenue  
Watsonville, CA 95076

Attention: David Kegebein

Please consider the following charges for services you have requested and scheduled:

Measurement of outdoor sound level in dBC on October 14, 2-5 PM at three locations as shown on the attached map, to determine the effect of amplified music scheduled during this time.	500.00
Measurement of outdoor sound level in dBC on October 28, 2-5 PM at three locations as shown on the attached map, to determine the baseline ambient sound level during this time.	500.00
Initial survey and recommendations for interior acoustic treatment of the "Heritage Hall" building. The building will be examined as time permits during the recording of outdoor levels as detailed above.	250.00
Total for this proposal	\$1,250.00

Your signature below signifies acceptance of these terms

Accepted for the 14<sup>th</sup> District Agricultural Association

\_\_\_\_\_ date \_\_\_\_\_

Thank you for using Magic Sound

Proposed Measurement Locations at Santa Cruz County Fairgrounds



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acoustic studies • studio recording • sound design

September 21, 2012

Dave Kegebein  
Interim Fair Director  
Santa Cruz County Fair

**Subject: Proposal to Update Traffic Analysis**

Dear Mr. Kegebein:

This letter serves as my proposal to update the Traffic Analysis I prepared for the Santa Cruz County Fairgrounds in July 2011. The purpose of the update would be to reconsider the trip generation anticipated with the most recent proposal as well as to consider any possible changes to the circulation system since the preparation of the previous report.

This work can be completed for \$1,500. However I should note that I will be out of town from September 25 to October 17, 2012 so I will not be able to prepare this update until a week after I return. Your signature below will be sufficient for me to initiate this update.

Let me know if you have any questions. I can be reached at 831-688-4500 or cell 831-566-8728

Sincerely,

**Ron Marquez**

Ron Marquez P.E.  
Traffic Engineer

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Santa Cruz County Fairgrounds