

GOVERNMENTAL CENTER

Alvin D. James  
Planning Director

701 OCEAN STREET SANTA CRUZ, CALIFORNIA 95060  
FAX (408) 454-2131 TDD (408) 454-2123 PHONE (408) 454-2580

April 8, 1998

**AGENDA: April 28, 1998**

Board of Directors  
Santa Cruz County Flood Control  
and Water Conservation District - Zone 4  
701 Ocean Street  
Santa Cruz, CA 95060

**RE: APPROVE TRANSFER FROM CONTINGENCIES WITHIN SANTA CRUZ  
FLOOD-GENERAL, APPROVE ADM-29 AND AUTHORIZE PAYMENT FOR  
EMERGENCY STORM RESPONSE WORK**

Members of the Board:

In the current budget for the Santa Cruz County Flood Control and Water Conservation District - General (SCFWCD-General), \$15,000 was appropriated for log jam removal services. SCFWCD-General contemplated using outside firms for those situations that either required special equipment or were beyond the skills of the Planning staff and the crews from the California Youth Authority (CYA). With Purchasing's assistance, SCFWCD-General entered into purchase order contracts with several firms providing these services. Three issues have arisen as a result of the response to this year's storms; 1.) payment for services requested and performed in response to an emergency but not included in the contracts original rate schedule, 2.) the need for a realignment of appropriations to fund the requested services, and 3.) approval of contract encumbrances in excess of the \$7,500 minimum for purchase order contracts.

As your Board knows, February's storms caused many log jams throughout the County. At one point, Planning staff was supervising the work of four CYA crews and two outside contractors seven days a week to address the number and size of the log jams caused by the storms. One of the outside contractors, G & H Tree Service, was instrumental in removing some very serious log jams; most notably on the San Lorenzo River at Glen Arbor Road, in the Boulder Creek area and on Newell Creek. The services of the contractor were essential to prevent flooding and severe erosion throughout the County and to protect life and property.

Although much of the work was in conformance with the scope of work and the rates specified in G & H Tree Services' contract, some of the work requested and performed was not specifically set forth in the rate schedule. This included extraordinary risk work such as trapeze work, wetsuit service/underwater bucking (cutting) and high risk cutting on dangerous log jams. It also included certain equipment rates, such as trucking and pilot cars. Lastly, in order to access the San Lorenzo River at Highway 9 and Glen

Arbor Road, a private driveway was damaged and will require \$1,700 to repair. Due to the imminent threat to three properties, there was not time to place additional rock on the driveway to protect it from the heavy traffic which ensued. Similarly, one other driveway and a water line required subsequent repair (\$250 and \$390 respectively).

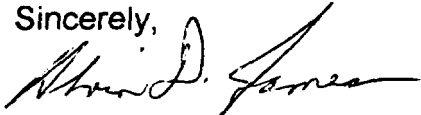
In order to pay G & H Tree Service for their services, your Board must authorize payment. As it was not expected that any one vendor would exceed \$7,500, which is the maximum for professional services purchase order contracts, it is requested that the attached ADM-29 be approved by your Board so as to allow this transaction to be properly recorded.

As noted, \$15,000 was appropriated in the SCFWCD - General budget for anticipated log jam services. However, the outside log jam services needed this season due to the El Nino storms have exceeded expectations by \$14,310. In order to pay the contractors for services provided it will be necessary for your Board to approve a transfer of funds from SCFWCD-General Contingencies. We fully expect that these costs will be reimbursed by FEMA as a part of the County's 1998 El Nino storm costs, but the transfer of funds is necessary to fund payment for log jam services at this time.

It is, therefore, RECOMMENDED that your Board:

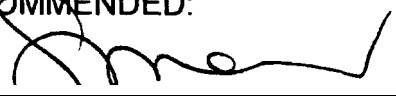
1. Approve the attached AUD-74 Transfer of Appropriations and/or Funds transferring \$14,310 within SCFWCD - General from General Contingencies to Special Departmental Expense, and
2. Approve the attached ADM-29 and contract with G & H Tree Service in the amount of \$26,621 for services performed during the 1998 El Nino Storms as requested by the County and not addressed in the purchase order contract.

Sincerely,



Alvin D. James  
Planning Director

RECOMMENDED:



Susan A. Mauriello  
County Administrative Officer

Attachments: 1.) AUD-74 Request for Transfer of Appropriations and/or Funds  
2.) ADM-29 and contract with G & H Tree Service

cc: Auditor-Controller  
County Administrative Office

g&hboard.wpd

**COUNTY OF SANTA CRUZ ATTACHMENT 1**  
 REQUEST FOR TRANSFER OR REVISION  
 OF BUDGET APPROPRIATIONS AND/OR FUNDS 07 371

Department: **SC FLOOD & WATER CONSERVATION - GENERAL**

Date: 4/10/98

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 1998

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6, , , ,	, , , ,	, , , ,	, , , ,

BATCH #	
DATE	Keyed By:

T/C	INOEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
0,2,1	1,3,5,4,6,2	3,9,7,5		1,43,1,000	Spec. Misc. Expense <i>Flood Control Dist.</i>
0,2,2	1,3,5,4,6,2,9,6,9,5			1,43,1,000	General contingencies <i>Flood Control Dist.</i>

Explanation: **To transfer funds to provide for log jam clearing services needed as a result of the 1998 El Niño storm**

Name *Ronald McAllen* Title, Fiscal Officer

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated  
 Auditor-Controller, by *Linda Ward*, Deputy Date 4/15/98

County Administrative Officer's Action:  Recommended to Board Approved  Not Recommended or Approved  
 County Administrative Officer *James Gulerud* Date 4/20/98

stat. of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
 County of Santa Cruz } duly entered in the minutes of said Board on

\_\_\_\_\_, 19\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

(A-C)\* Desc: \_\_\_\_\_ # \_\_\_\_\_ - Budget Transfer

Distribution: BRD. NAME AGENDA DATE ITEM NO.  
 White-Board of Supervisors Green-County Administrative Officer Goldenrod-Departmental Control Copy  
 Yellow-Auditor-Controller Pink-Originating Department

A-C Review	

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

ATTACHMENT 6 372

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: SANTA CRUZ FLOOD & WATER - GENERAL

*Ronnie McCollem* (Signature) 4/13/98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the Santa Cruz County Flood & Water Conservation District - General (Agency) and G & H Tree Service, 1017 Smith Grade, Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide as needed log jam and stream clearing and tree removal services.

3. The agreement is needed because the County cannot provide the service.

4. Period of the agreement is from January 1 ~~February 2~~, 1998 to June 30, 1998

5. Anticipated cost is \$ 26,621<sup>00</sup>xx (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \_\_\_\_\_

7. Appropriations are budgeted in 135462 (Index#) 3975 (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. 71620 Date 4/15/98  
GARY A. KNUTSON, Auditor - Controller  
By Linda Ward Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Planning Director to execute the same on behalf of the County of Santa Cruz (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By Daniel Johnson Date 4/20/98

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on \_\_\_\_\_ 19\_\_\_\_\_.  
County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk

Purchase Order No

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this o day f \_\_\_\_\_, 19 , by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and G AND H TREE SERVICE, 1017 Smith Grade, Santa Cruz, CA 95060; hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

To provide logjam and stream clearing and tree removal services on an as needed basis as requested by COUNTY.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

In accordance with attached rate schedule shown as Attachment A.

3. TERM term of this contract shall be:

January 1, 1998 through June 30, 1998.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate indemnify defend and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 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 for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. 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 Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (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 excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if 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 Agreement, 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 shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here HC/HCI \_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, © broad form. property damage, (d) contractual liability, and (e) cross- liability.

(4) Professional Liability Insurance in the minimum amount of \$\_\_\_\_ 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 Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Mark Deming, Principal Planner  
County of Santa Cruz Planning Department  
701 Ocean Street  
Santa Cruz, CA 95060

(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 Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

County of Santa Cruz Planning Department  
701 Ocean Street  
Santa Cruz, CA 95060  
Attention: Fiscal

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, 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; and 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 Agreement 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40),

veteran status, or any other non-merit factor unrelated to job duties. 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 Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement 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.

8. INDEPENDENT CONTRACTOR STATUS. 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.

PRINCIPAL TEST: 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 which indicate that CONTRACTOR is an independent contractor.

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

9. NON-ASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement 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, 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 Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement 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.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Rate Schedule as Attachment A

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

1. G AND H TREE SERVICE

4. COUNTY OF SANTA CRUZ

By: Wm H Conley 11/1/98

By: [Signature]

Address: 1017 Smith Grade  
Santa Cruz, CA 95060  
Telephone: 408-429-8111

2. APPROVED AS TO INSURANCE:

DISTRIBUTION:

By: [Signature] 12-24-97  
Risk Management

County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor

3. APPROVED AS TO FORM:

By: [Signature]  
County Counsel

### Attachment A

#### G AND H TREE SERVICE SCHEDULE OF RATES

D6-D A Blade/Winch	\$90.00/Hour
Komatsu D-65 EX	\$110.00/Hour
Timberjack 450 C	\$80.00/Hour
Clark 668	\$70.00/Hour
Grizzly Loader	\$75.00/Hour
Barko Loader	\$90.00/Hour
Prentice Loader	\$110.00/Hour
John Deere 21 O-I C	\$60.00/Hour

All equipment rates are with operators.

#### Labor Rates:

Pro Cutters	\$250.00/Day
Saw Man	\$25.00/Hour
Choker Man	\$25.00/Hour
Transportation Rates for Truck and 3 Axles Tilt Trailer	\$65.00/Hour
Special Duty Assessment	\$350/Day
Trucking	\$50/Hour
Pilot Car	\$25/Hour

**Request for Taxpayer  
Identification Number and Certification.**

Give this **870**  
the requester. Do  
NOT send to IRS.

Name (If joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions on page 2 if your name has changed.)  
William H Conley

Business name (Sole proprietors see instructions on page 2.)  
G&H Tree Service

Address (number and street)  
1017 Smith Grade

City, state, and ZIP code  
Santa Cruz, Ca 95060

List account number(s) here (optional) \_\_\_\_\_

**Part I** Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Obtain a TIN, below.

**Note:** If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number  
| | + | | | | |

OR

Employer identification number  
| + | | | | | |

**Part II** For Payees Exempt From Backup Withholding (See instructions on page 2)

Requester's name and address (optional)

**Certification.**—Under penalties of perjury, I certify that

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am *not* subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions.**—You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return **For** real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (Also see Signing the Certification on page 2)

**Please check (only one) box in each column below that best describes your type of organization and the transaction for which we make payment to you:**

<u>ORGANIZATION</u>	<u>TRANSACTION</u>
1. <u>Individual</u>	1. _____ Medical & Health Care Service
2. <input checked="" type="checkbox"/> <u>Partnership</u>	2. _____ Other Service (Specify) _____
3. <u>Trust / Estate</u>	
4. <u>Corporation</u>	
5. _____ Real Estate Agent	3. _____ Goods/Merchandise
6. <u>Tax Exempt Organization</u>	4. _____ Freight
7. <u>Public</u> Entity	5. <u>Other</u> Transaction (Specify) _____
8. <u>Other</u> Organization (Specify) _____	6. _____ Rent (Space/Machinery)
	7. _____ Interest

Please Sign Here

Taxpayer's Signature

Wm H Conley

Date

2/5/98 **41**

90

380

100

