

AGENDA: AUGUST 11, 1998

FLOOD CONTROL & WATER
CONSERVATION DISTRICT
ZONE 6



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DISTRICT ENGINEER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(631) 454-2160

FAX (831) 454-2385

August 4, 1998

BOARD OF DIRECTORS - ZONE 8
SANTA CRUZ COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: SPRING CREEK BANK PROTECTION PROJECT
EMERGENCY WATERSHED PROTECTION PROGRAM

Members of the Board:

Last winter significant stream bank erosion occurred on the San Lorenzo River near the confluence to Spring Creek approximately three miles north of the town of Boulder Creek. The erosion threatened the stability of several homes located adjacent to the river. The United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) prepared a Damage Survey Report (DSR) for the site which qualified the project for funding under the NRCS Emergency Watershed Protection Program. Negotiations for an increased scope of work were completed and a revised DSR was received in June 1998.

NRCS has estimated the construction cost to be \$184,000 and will fund 75% of this (\$138,000) plus 8% (\$14,720) for engineering and inspection. The State Office of Emergency Services (OES) has indicated that they will prepare a DSR for 75% of the eligible local costs. The remaining portion of the local share will be funded by the Santa Cruz County Flood Control and Water Conservation District (SCCFCWCD), Zone 8 and the Spring Creek property owners.

The total project cost including surveying, engineering, construction, inspection and overhead is estimated at \$227,000 of which \$152,720 will be funded by the NRCS, \$42,210 by OES, \$14,000 by the property owners and \$18,070 by the SCCFCWCD, Zone 8. It is recommended that permit processing fees of approximately \$3,000 be waived as has been done on previous Emergency Watershed Protection Program projects.

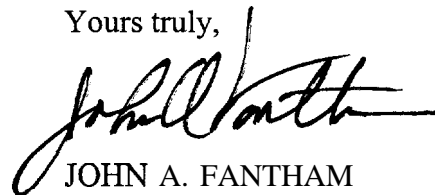
Public Works staff in coordination with County Counsel and Supervisor Almquist's office have met with the affected property owners in regard to entering into agreements to fund a portion of the local share costs. The agreements (copies attached) are essentially the same agreement used for the previous NRCS project on the San Lorenzo River at Femwood Avenue in Ben Lomond. Attached is a letter from the property owners strongly supporting the project.

In order to qualify for the grant funding the project must be completed this fall. A topographic survey, final project design and plans and specifications need to be completed as soon as possible. Emergency bidding and contract award procedures as well as expedited permits will be necessary.

It is therefore recommended that your Board take the following action:

1. Authorize the County, through the Public Works Department, to act as the local sponsor for the Spring Creek Bank Protection Project;
2. Authorize the District Engineer to sign the cooperative agreement with the NRCS;
3. Authorize the execution of the agreements with the Spring Creek property owners;
4. Adopt the resolutions accepting unanticipated revenue in the amount of \$14,000 from the property owners, \$152,720 from the NRCS, and \$42,210 from OES;
5. Authorize funding up to \$20,000 from the Flood Control District Zone 8 Minor Projects budget item;
6. Direct the County Planning Department to expedite the permitting process and waive the normal permitting fees of approximately \$3,000;
7. Authorize the use of emergency bidding and contract award procedures (requires a unanimous vote);
8. Authorize the District Engineer to sign the attached Independent Contractor Agreement with Bowman and Williams Consulting Civil Engineers for \$17,365 to prepare plans and specifications for the Spring Creek Bank Protection Project.

Yours truly,

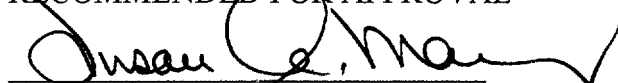


JOHN A. FANTHAM
District Engineer

SHS:rw

Attachments

RECOMMENDED FOR APPROVAL



County Administrative Office

Copy to: Public Works, Planning Department, County Counsel
Bowman and Williams

BEFORE THE BOARD OF DIRECTORS
OF SANTA CRUZ COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, ZONE 8

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RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from UNITED STATES DEPARTMENT OF AGRICULTURE NATURAL RESOURCES CONSERVATION SERVICE for the SPRING CREEK STREAM BANK PROTECTION PROJECT; and

WHEREAS, the County is a recipient of funds in the amount of \$152,720, which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$152,720 into Department

Index No. 622360 Revenue Subobject No. 1062

and that such funds be and are hereby appropriated as follows:

INDEX NO. ACCOUNT NO. PRJ/UCD ACCOUNT NAME AMOUNT

			SANTA CRUZ COUNTY	
			FLOOD CONTROL	
622360	3590		ZONE 8	152,720

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By 
Department Head

Date 7/31/98

COUNTY ADMINISTRATIVE OFFICER // ☒ Recommended to Board

/ ☐ Not Recommended to Board

PASSED AND ADOPTED by the Board of Directors of Santa Cruz County
Flood Control and Water Conservation District, Zone 8, State of California, this ____ day of-
_____, 1998, by the following vote (requires four-fifths vote approval):

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

Chair of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED
AS TO ACCOUNTING DETAIL:


~~Chief~~ Assistant County Counsel

Auditor-Controller

Distribution: Auditor-Controller
County Counsel
County Administrative Officer
Public Works Department

BEFORE THE BOARD OF DIRECTORS
OF SANTA CRUZ COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, ZONE 8

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RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from THE STATE
OFFICE OF EMERGENCY SERVICES for the SPRING CREEK STREAM BANK
PROTECTION PROJECT; and

WHEREAS, the County is a recipient of funds in the amount of \$42,210, which
are either in excess of those anticipated or are not specifically set forth in the current fiscal
year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29 130(c), 29064(b), such
funds may be made available for specific appropriation by a four-fifths vote of the Board of
Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa
Cruz County Auditor-Controller accept funds in the amount of \$42,210 into Department

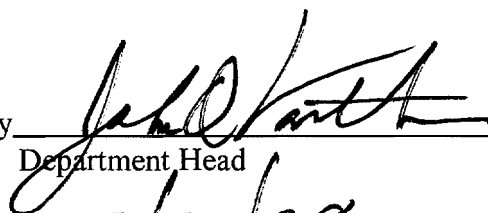
Index No. _____ Revenue Subobject No. _____

and that such funds be and are hereby appropriated as follows:

INDEX NO. ACCOUNT NO. PRJAJCD ACCOUNT NAME AMOUNT

			SANTA CRUZ COUNTY	
			FLOOD CONTROL	
6223 60	3590		ZONE 8	42,210

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and
that the Revenue(s) (has been) (will be) received within the current fiscal year.

By 
Department Head
Date 7/31/98

COUNTY ADMINISTRATIVE OFFICER /L/Recommended to Board

//Not Recommended to Board

PASSED AND ADOPTED by the Board of Directors of Santa Cruz County
Flood Control and Water Conservation District, Zone 8, State of California, this day of-
_____, 1998, by the following vote (requires four-fifths vote approval):

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

Chair of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED
AS TO ACCOUNTING DETAIL:



Chief Assistant County Counsel

Auditor-Controller

Distribution: Auditor-Controller
County Counsel
County Administrative Officer
Public Works Department

BEFORE THE BOARD OF DIRECTORS
OF SANTA CRUZ COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, ZONE 8

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from SPRING CREEK PROPERTY OWNERS for SPRING CREEK STREAM BANK PROTECTION PROJECT; and

WHEREAS, the County is a recipient of funds in the amount of \$14,000 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$14,000 into Department

Index No. 622360 Revenue Subobject No. 23 84

and that such funds be and are hereby appropriated as follows:

INDEX NO.	ACCOUNT NO.	PRJ/UCD	ACCOUNT NAME	AMOUNT
6223 60	3590		SANTA CRUZ COUNTY FLOOD CONTROL ZONE 8	\$14,000

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By 
Department Head

Date 7/31/98

COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

//Not Recommended to Board

PASSED AND ADOPTED by the Board of Directors of Santa Cruz County
Flood Control and Water Conservation District, Zone 8, State of California, this day of-
_____, 1998, by the following vote (requires four-fifths vote approval):

AYES: DIRECTORS
NOES: DIRECTORS
ABSENT: DIRECTORS

Chair of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED
AS TO ACCOUNTING DETAIL:



~~Chief~~ Assistant County Counsel

Auditor-Controller

Distribution: Auditor-Controller
County Counsel
County Administrative Officer
Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BOWMAN & WILLIAMS CONSULTING CIVIL ENGINEERS hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PREPARE PLANS AND SPECIFICATIONS FOR THE SPRING CREEK STREAM BANK PROTECTION PROJECT PER EXHIBIT "A".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: TIME AND MATERIALS BASIS PER EXHIBIT "A" NOT TO EXCEED \$17,3 65.

3. TERM. The term of this contract shall be: BOARD APPROVAL TO COMPLETION OF PROJECT.

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

5. 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 a 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 J' /.

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 - / -

(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, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY JAM SS.

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.”

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(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: DON HILL, COUNTY OF SANTA CRUZ, PUBLIC WORKS, 701 OCEAN STREET, ROOM 410, 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: DON HILL, COUNTY OF SANTA CRUZ, PUBLIC WORKS, 701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060.

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, pregnancy, sex, sexual orientation, age (over 18), 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, 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, pregnancy, sex, sexual orientation, age (over 18), 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. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ATTACHMENTS. This Agreement includes the following attachments:
EXHIBIT "A".

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

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

CONTRACTOR
BOWMAN AND WILLIAMS
CONSULTING CIVIL ENGINEERS

By:  _____

Address: 1011 CEDAR STREET
SANTA CRUZ, CA 95061
Telephone: (83 1) 426-3 560

APPROVED AS TO FORM: ..

By:  7.31.98
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works


BOWMAN & WILLIAMS
 CONSULTING CIVIL ENGINEERS
 A CALIFORNIA CORPORATION

 1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621
 (408) 426-3560 • FAX (408) 426-9182

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July 30, 1998

County of Santa Cruz
 C/o Mr. Steve Stiles
 701 Ocean Street
 Santa Cruz, CA 95060

Re: Revised Proposal for Engineering for Erosion Control along San Lorenzo River Frontage, Spring Creek Homes, Our File 2 1345

Gentlemen,

Bowman & Williams is pleased to submit the following revised proposal to design and engineer streambed protection along the San Lorenzo River. After reviewing the site we have determined that nine items or tasks of work are required to complete plans and obtain approvals. Item 9 is a Construction Management item which will provide assistance during the bidding process. County will do construction management and inspection after the award of a contract. The project plans are scheduled to be completed by September 8, 1998. This completion date is based upon a August 11, 1998 notice to proceed.

The Items of work area as follows:

1. Preliminary Assessment: Is the gathering of information and meeting with county to determine their requirements for the erosion repair.
2. Topography and River Cross Sections: This is field survey work to determine the shape of the area to be armored. We will also take cross sections of the creek to be used to determine the capacity of the channel after the improvements have been installed. We will probable need to show that we are not increasing the water surface area by installing the proposed improvements.
3. Erosion Control Plan: This is preparation of the improvement plans for the contractor to bid on and to obtain jurisdictional and Fish and Game approval.
4. Field Check Site and Plans: This is a field review of the completed plans to see how well the plans actual fit the existing topography and gives us the opportunity to make final adjustments.
5. County, Fish and Game: This is a meeting with all the jurisdictional agencies to add any requirements they might have to the plan. There is probably a jurisdictional fee involved with this, which is not covered within our estimate.
6. River Model if fill is place: We believe that we will have to show that we are not increasing the 1% flood level by placing riprap and fill along the sides of the channel. This should be considered a budget item and may not be required by the county if we can show that we have not decreased the size of the river channel.
7. Revegetation Plan: Develop a plan to restore vegetation removed during the course of construction. Plants native to the area will be used and no irrigation system is proposed.
8. Bid Documents and Bidding: This item is to prepare bid documents and contact contractors to bid on the project, to analyze bids.
9. Construction Management: This is to provide assistance during the bidding process.

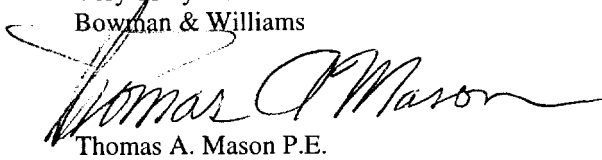
Our estimated fee for Bowman & Williams doing all of the above work is \$17,365.00 see attached cost breakdown (Exhibit A). This assumes that the county does construction management and inspection.

Bowman & Williams has also made the following assumptions:

1. The County will prepare right of entry documents and obtain the approval of the property owner for the same.
2. Parcel Boundaries are not necessary for this project (No Boundary Surveys Included).
3. Bid documents will consist of Section 10 of Specifications and Quantity take off and Engineers Estimate.
4. The County will cover all fees to outside agencies.
5. County will make applications and pay all fees for necessary permits.
6. County will provide a copy of their Specifications for a similar project.

If you have any questions please do not hesitate to call.

Very Truly Yours
Bowman & Williams

A handwritten signature in black ink, appearing to read "Thomas A. Mason", with a long, sweeping horizontal flourish extending to the right.

Thomas A. Mason P.E.



BOWMAN & WILLIAMS
CONSULTING CIVIL ENGINEERS
A CALIFORNIA CORPORATION

1011 CEDAR • P.O. BOX 1621 • SANTA CRUZ, CA 95061-1621
(408) 426-3560 • FAX (408) 426-9182

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HOURLY CHARGE RATES

Effective July 26, 1997

OFFICE AND PROFESSIONAL

Court Appearances and Preparation Therefor (Registered Engineer or Licensed Land Surveyor)	\$175.00
Principal Engineer	115.00
Associate Engineer	100.00
Assistant Engineer	85.00
Junior Engineer	70.00
Licensed Surveyor	105.00
Technical Draftsman	65.00
Draftsman	55.00
PMS Technician	55.00
Clerical	50.00

FIELD SURVEY CREW: Construction Surveys

Two-Man	\$135.00
Two-Man (Prevailing wage rates)	\$155.00
Three-Man	\$155.00
Certified Haz Mat	\$240.00

EXPENSES

Consultant Charges x 1.15

Reproduction, Fees and Miscellaneous Expenses x 1.25

Pavement Management Survey Vehicle \$40.00 per day

Survey Equipment, Vehicle, Stakes and Mileage (within 25 mi.) are included in Hourly Rates

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY **361**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED—DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: County of **Santa Cruz**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

7/31/98

(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 COUNTY OF SANTA CRUZ (Agency)
BOWMAN AND WILLIAMS CONSULTING CIVIL ENGINEERS
and, P.O. BOX 1621 SANTA CRUZ, CA 95061 (Name & Address)

2. The agreement will provide CIVIL ENGINEERING SERVICES FOR SPRING CREEK BANK PROTECTION
PROJECT.

3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.

4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 1999

5. Anticipated cost is \$ 18,580.55 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: - \$ 17,365.00; OVERHEAD 7% \$1,215.55; TOTAL 18,580.55

7. Appropriations are budgeted in 961894 - P00600 \$17,365 (622360) (Index#) 3600 (Subobject)

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

Appropriations ^{are} available and ^{have been} encumbered.
_{are not} _{will be}

Contract No. 81671

Date 7/31/98

GARY A. KNUTSON, Auditor - Controller

SHS:rw Pending 98/99 Final Budget Approval

By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the COUNTY OF SANTA CRUZ

(Agency).

County Administrative Officer

Remarks:

3W

(Analyst)

By Bob Ward

Date 8-4-98

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

*To Orig. Dept. if rejected.

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 _____

County Administrative Officer

By _____ Deputy Clerk

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A/M - 29/95

STATE: California
 EWP PROJECT: Spring Creek Homes Protection
DSR No. 04-98-0117
 AGREEMENT NO: _____

UNITED STATES DEPARTMENT OF AGRICULTURE
 NATURAL RESOURCES CONSERVATION SERVICE
 COOPERATIVE AGREEMENT - LOCALLY AWARDED CONTRACT

THIS AGREEMENT is between the Santa Cruz County Department of Public Works, hereinafter called *the Sponsor*; and the Natural Resources Conservation Service, United States Department of Agriculture, hereinafter called *NRCS*.

WITNESSETH THAT:

WHEREAS, under the provisions of Section 2 16 of Public Law 8 1-5 16, Emergency Watershed Protection Program and Title IV of the Agricultural Credit Act of 1978, Public Law 95-334, NRCS is authorized to assist the Sponsor in relieving hazards created by natural disasters that cause a sudden impairment of a watershed, and

WHEREAS, NRCS and the Sponsor agree to install emergency watershed protection measures to relieve hazards and damages created by floods of 1998.

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by the parties hereto as set forth, the Sponsor and NRCS do hereby agree as follows:

- A. It is agreed that the following described work is to be constructed at an estimated cost of \$184,000.00.

Clearing and removal of obstructing debris, placement of rock riprap, and revegetation along the San Lorenzo River, located in Santa Cruz County, California, DSR # 04-98-0117.

B. The Sponsor will:

1. Provide 25 percent of the cost of the construction described in Section A through cash contribution and/or in-kind services approved in this agreement.

Be allowed 8 percent for in-kind services of the final cost of construction toward the Sponsor's cost share. In-kind services approved are for designing, inspecting, and/or performing necessary work associated with the project. The Sponsor's cash contribution is 17 percent of the cost of performing the works of restoration described in Section A. The Sponsors cash contribution is estimated to be \$31,280.00.

2. Designate the following individual as the liaison between the Sponsor and NRCS.

(Name)
(Address)-
(Phone)

3. Prepare a design, construction specifications, and drawings in accordance with standard engineering principles and be in compliance with programmatic requirements. The construction plans shall be reviewed and approved by the Sponsor prior to submittal to NRCS. The construction plans for measures other than stream debris removal and disposal will be reviewed and approved by a Professional Engineer registered in the State of California prior to submittal to NRCS.
4. Provide certification that real property rights have been obtained for installation of emergency watershed protection measures prior to advertising. Certification will be provided on Form SCS-ADS-78, Assurances Relating to Real Property Acquisition, as amended (no attorney's opinion is required).
5. Accept all financial and other responsibility for excess costs resulting from their failure to obtain, or their delay in obtaining, adequate land and water rights, permits, and licenses needed for the emergency watershed protection measures described in Section A.
6. Contract for construction of the emergency watershed protection measures described in Section A in accordance with applicable state requirements.
7. Comply with the applicable requirements in Attachments A and B to this agreement.
8. Ensure that all contracts for construction of emergency watershed protection measures include the provisions contained in Attachment B to this agreement.
9. Provide copies of site maps to appropriate Federal and State agencies for environmental review. Sponsor will notify NRCS of environmental clearance, modification of construction plans, or any unresolved concerns prior to award of the contract(s) for construction of the emergency watershed protection measures.
10. Ensure that requirements for compliance with environmental and/or cultural resource laws are incorporated into the project.
11. Pay the contractor as provided in the contract(s). Submit billings for reimbursement to NRCS on Form SF-270, Request for Advance or Reimbursement,

12. Take reasonable and necessary actions to dispose of all contractual and administrative issues arising out of the contract(s) awarded under this agreement. This includes, but is not limited to, disputes, claims, protests of award, source evaluation, and litigation that may result from the project. Such actions will be at the expense of the Sponsor including legal expenses.
13. Arrange for and conduct final inspection of completed emergency watershed protection measures. Certify that the project was installed in accordance with contractual requirements.
14. Upon acceptance of the work from the **contractor(s)**, assume responsibility for operation and maintenance, as applicable.
15. Hold and save NRCS free from any and all claims or causes of action whatsoever resulting from the obligations undertaken by the Sponsor under this agreement or resulting from the work provided for in this agreement
16. Retain all records dealing with the award and administration of the contract(s) for 3 years from the date of the Sponsor's submission of the FINAL Request for Reimbursement or until final audit findings have been resolved, whichever is longer. If any litigation is started before the expiration of the 3-year period, the records are to be retained until the litigation is resolved or the end of the 3-year period, whichever is longer. Make such records available to the Comptroller General of the United States or his or her duly authorized representative and accredited representatives of the U.S. Department of Agriculture or cognizant audit agency for the purpose of making audit, examination, excerpts, and transcripts.
17. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and repair of watersheds undertaken as a result of this cooperative venture.

C. NRCS will:

1. Provide **83 percent** of the cost of constructing the emergency watershed measures described in Section A which includes **8 percent** approved for in-kind protection services toward the Sponsor's 25 percent cost share. This cost to NRCS is estimated to be \$152,720.00. If construction is not completed, NRCS is under no obligation for in-kind services incurred by the Sponsor.
2. Not be substantially involved with the technical or contractual administration of this agreement. However, NRCS will provide advice and counsel as needed.
3. Review and approve construction plans as identified in Section B.3 of this agreement.
4. Make payment to the Sponsor covering NRCS's share of the cost upon receipt and approval of Form SF-270, Request for Advance or Reimbursement.
5. Be available to conduct progress checks and participate in final inspections.

6. Designate the following individual as the liaison between the Sponsor and NRCS.

Mr. Rixon Rafter, Agricultural Engineer
(Name)

785 Main Street, Suite C.

Half Moon Bay, California 940 19
(Address)

(415) 726-4660
(Phone)

D. It is mutually agreed that:

1. This agreement is effective the date it is fully executed by all parties to this agreement. It shall become null and void 90 calendar days after the date NRCS has executed this agreement if a contract has not been awarded.
2. The furnishing of financial and other assistance by NRCS is contingent upon the continuing availability of appropriations by Congress from which payment may be made and shall not obligate NRCS if Congress fails to so appropriate.
3. The contract for performing the work described in Section A will not be awarded to the Sponsor, or to any **firm** in which any Sponsor official or any member of such official's immediate family has direct or indirect interest in the pecuniary profits or contracts of such firms.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the Sponsor is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. NRCS may terminate this agreement in whole or in part if it is determined by NRCS that the Sponsor has failed to comply with any of the conditions of this agreement. NRCS shall promptly notify the Sponsor in writing of the determination and reasons for the termination, together with the effective date. Payments made by or recoveries made by NRCS under this termination shall be in accord with the legal rights and liabilities of NRCS and the Sponsor.
6. The program or activities conducted under this agreement will be in compliance with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the U.S. Department of Agriculture or any agency thereof.

SANTA CRUZ COUNTY
DEPARTMENT OF PUBLIC WORKS

By: _____

Title: _____

Date: _____

This action authorized at an **official**
meeting of the Sponsor on the _____ day
of _____, 1998, at

(city) (state)

(attest signature)

..'

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

By: _____

Title: _____

Date: _____

ATTACHMENT A - SPECIAL PROVISIONS

The Sponsor agrees to comply with the following special provisions which are hereby attached to this agreement.

I. Drug-Free Workplace

By signing this agreement, the Sponsor(s) is providing the certification set out below. If it is later determined that the Sponsor(s) knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of (including a plea of nolo contendere) of imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The Sponsor(s) certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Sponsor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The danger of drug abuse in the workplace;
 - (2) The Sponsor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such a conviction;
- (e) Notifying NRCS in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) .

(h) Agencies shall keep the original of all disclosure reports in the official files of the agency.

B. The Sponsor(s) may provide a list of the site(s) for the performance of work done in connection with a specific project or other agreement.

II. Certification Regarding Lobbying (7 CFR 3018) (Applicable if this agreement exceeds \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor(s), to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The Sponsor(s) shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

III. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 CFR 3017)

- 37(1) The Sponsor(s) certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the primary Sponsor is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

IV. Clean Air and Water Certification (Applicable if this agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The Sponsor(s) signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is ____, is not ____, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt subagreement.

CLEAN AIR AND WATER CLAUSE

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c) (1)) or the Federal Water Pollution Control Act (33 U.S.C. (1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

A. The Sponsor(s) agrees as follows:

1. To comply with all the requirements of section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
2. That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
3. To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
4. To insert the substance of the provisions of this clause in any nonexempt subagreement, including this subparagraph A.4.

B. The terms used in this clause have the following meanings:

1. The terms "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
2. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
3. The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-1(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

4. The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
5. The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control agency in accordance with the Air Act or Water Act and regulations issued pursuant thereto.
6. The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

V. Assurances and Compliance

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015, 3016, 3017, 3018, 3019, 3051, and 3052 which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

VI. Examination of Records

Give NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

ATTACHMENT B - SPECIAL PROVISIONS

CONSTRUCTION

I. EQUAL OPPORTUNITY

The Contracting Local Organization agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following Equal Opportunity (Federally Assisted Construction) clause:

II. EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.
2. The Contractor will, 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, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.
7. The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contracting Local Organization further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the Contracting Local Organization so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Contracting Local Organization agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor

such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contracting Local Organization further agrees that it will refrain from entering into any contractor contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contracting Local Organization agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant; refrain from extending any further assistance to the Contracting Local Organization under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contracting Local Organization; and refer the case to the Department of Justice for appropriate legal proceedings.

III. NOTICE TO CONTRACTING LOCAL ORGANIZATIONS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

- (a) A Certification of Nonsegregated Facilities must be submitted by the Contracting Local Organization prior to any agreement for Federal financial assistance where the Contracting Local Organization will itself perform a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) The Contracting Local Organization shall notify prospective federally assisted construction contractors of the Certification of Nonsegregated Facilities required, as follows:

IV. NOTICE TO PROSPECTIVE FEDERALLY ASSISTED CONSTRUCTION CONTRACTORS

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a federally assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving federally assisted construction contract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and

construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

**V. NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

- (a) A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.
- (b) Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity clause.

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Rev. 4-70
File Code AS-14

VI. CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The federally assisted construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Contractor

Signature

Title

Date

VII. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

(EXECUTIVE ORDER 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Act Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 94-1.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all groups having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the

provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractors or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in Paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female tuition that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice of and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement Contracting Officers. The Contractor is expected to make substantially uniform progress toward meeting these goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. the evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority and female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in a file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities, and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractors employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under Paragraph 7.b. above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report,

etc. - specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsible for hiring, assessment, layoff, termination, or their employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contract's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minorities and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of the applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification, to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classification work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all

personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of the affirmative action obligations (Paragraphs 7.a- through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other share group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under Paragraphs 7.a. through 7.p. of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easy understandable and retrievable form however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.
14. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7. of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 604.8.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application or requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ASSURANCES RELATING TO REAL PROPERTY ACQUISITION

-
- A. **PURPOSE** — This form is to be used by sponsor(s) to provide the assurances to the Natural Resources Conservation Service of the U.S. Department of Agriculture which is required, in connection with the installation of project measures which involve Federal financial assistance furnished by the Natural Resources Conservation Service.

-
- B. **PROJECT MEASURES COVERED** —

Name of project _____

Identity of improvement or development _____

Location _____

-
- C. **REAL PROPERTY ACQUISITION ASSURANCE** —

This assurance is applicable if real property interests were acquired for the **installation** of project measures, and/or if persons, businesses, or farm operations were displaced as a result of such installation; and this assurance was not previously provided for in the watershed, project measure, or other type of plan.

If this assurance was not previously provided, the undersigned sponsor(s) hereby assures they have complied, to the extent practicable under State law, with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented in 7 C.F.R Part 21. Any exceptions taken **from** the real property acquisition requirements under the authority of 42 U.S.C. 4655 because of State law have been or is hereby furnished to the Natural Resources Conservation Service along with the opinion of the Chief Legal **Officer** of the State containing a MI discussion of the facts and law furnished.

-
- D. **ASSURANCE OF ADEQUACY OF REAL PROPERTY RIGHTS** —

The undersigned sponsor(s) hereby assures that adequate real property rights and interests, water rights if applicable, permits and licenses required by Federal, State, and local law, ordinance or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the above-described project measures, except for structures or improvements that are to be removed, relocated, modified, or salvaged before **and/or** during the installation process.

This assurance is given with the knowledge that sponsor(s) are responsible for any excess costs or other consequences in the event the real property rights are found to be inadequate during the installation process.

Furthermore, this assurance is supported by an attorney's opinion attached hereto that certifies an examination of the real property instruments and **files** was made and they were found to provide adequate title, right, permission and authority for the purpose(s) for which the property was acquired.

If any of the real property rights or interests were obtained by condemnation (eminent domain) proceedings, sponsor(s) further assure and agree to prosecute the proceedings to a final conclusion and pay such damages as awarded by the court.

<p>_____</p> <p style="text-align: center;">(Name of Sponsor)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>This action authorized at an official meeting _____</p> <p>_____ on _____</p> <p>day of _____, 19____, ,</p> <p>at _____</p> <p>State of _____</p> <p>Attest: _____</p> <p style="text-align: center;">(Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>
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<p>_____</p> <p style="text-align: center;">(Name of Sponsor)</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>This action authorized at an official meeting _____</p> <p>_____ on _____</p> <p>day of _____, 19____, ,</p> <p>at _____</p> <p>State of _____</p> <p>Attest: _____</p> <p style="text-align: center;">(Name)</p> <p>_____</p> <p style="text-align: center;">(Title)</p>
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AGREEMENT

This Agreement is entered into by and between the following parties: the County of Santa Cruz; the Santa Cruz County Flood Control and Water Conservation District - Zone '8 (the "Zone"); Robert G. Maehl; Vera E. Maehl (also known as Vera E. Jedlicka); Jacques Jean J. Bertrand; Elisabeth R. Bertrand; Mark V. Lorenz; Jonna L. Lorenz; and Chris Maddan. The individual parties to this Agreement will be collectively referred to herein as the "Residents".. All parties to this Agreement will be collectively referred to herein as the "Parties" and individually as a "Party".

RECITALS

A. Robert G. Maehl and Vera E. Maehl are the owners of real property located in the County of Santa Cruz described as APN 084-113-13, commonly known as 185 Spring Creek Road, Boulder Creek.

B. Jacques Jean J. Bertrand and Elisabeth R. Bertrand are the owners of real property located in the County of Santa Cruz described as APN 084-113-11 and APN 084-113-12, commonly known as 210 Bydawhile Lane, Boulder Creek.

C. Mark V. Lorenz and Jonna L. Lorenz are the owners of real property located in the County of Santa Cruz described as APN 084-113-10, commonly known as 230 Shady Lane, Boulder Creek.

D. Chris Maddan is the owner of real property located in the County of Santa Cruz described as APN 084-113-09 and APN 084-113-16, commonly known as 240 Shady Lane, Boulder Creek.

E. The Residents' properties are each located adjacent to the San Lorenzo River.

F. The Residents' properties are each subject to flooding, erosion and damage by the rapid rising of the San Lorenzo River and the diversion of the San Lorenzo River caused by debris falling into the San Lorenzo River during periods of heavy rainfall.

G. The Residents' properties are each either currently damaged or are threatened by damage and each are subject to future damage due to the extremely heavy rains the area has received and continues to receive because of a series of storms caused by a weather pattern commonly referred to as "El Niño".

H. The Residents each desire to receive emergency assistance to relieve the imminent hazard to their properties caused by the flooding and erosion of the San Lorenzo River through a program set up by Congress to respond to emergencies created by natural disasters known as the Emergency Watershed Protection ("EWP") program, administered by the United States Department of Agriculture Natural Resources Conservation, Service . (the "NRCS") .

I. The emergency assistance desired by the Residents is generally outlined in a Damage Survey Report for Spring Creek Homes Protection prepared by the NRCS (the "Project"), a copy of which is attached hereto as Exhibit A.

J. In order to qualify the Project through the EWP program, the Residents must secure a political subdivision of the

State of California to sponsor the emergency work.

K. The Residents have requested the Zone to serve as the sponsor for the Project.

L. The Zone agrees to sponsor the Project subject to the terms of this Agreement.

GENERAL AGREEMENT

1. The Residents understand and agree that the Project will only provide emergency streambank erosion protection measures to those parts of the San Lorenzo River adjacent to their properties.

2. The Residents further understand and agree that the Project will not restore their private properties to a condition similar to the condition they were in prior to the damage-causing events which began in February, 1998.

3. The Residents further understand and agree that other projects could be designed without the assistance of the EWP or the Zone which would provide greater protection to their properties from flooding and erosion than the Project, and, with this knowledge, the Residents freely choose to enter into this Agreement.

4. The Residents further understand and agree that the Project is designed as an emergency measure in response to a natural disaster. Any work the Residents desire which is beyond the scope of the Project is the responsibility of the Residents.

5. Permits

The Zone agrees to facilitate obtaining the necessary emergency permit from the County of Santa Cruz Planning Department free of charge to the Residents. The Residents each agree to execute the emergency permit, a copy of which is attached to this Agreement as Exhibit B. The Residents understand and agree that they shall be responsible for obtaining and paying for any and all additional regulatory approvals or studies associated with the Project, including any permits required by the Department of Fish and Game, other than the emergency permit.

6. Right of Entry

The Residents each agree to allow access to all points of their properties reasonably necessary to complete the Project.

7. Project Construction

The Zone will put the Project out to bid to licensed contractors in accordance with contract procedures for public projects. Notwithstanding any other provisions of this agreement, it is understood and agreed that the Zone is only acting as an agent for the Residents for the portion of the Project on their properties and the Zone does not by this Agreement assume any liability or responsibility to the Residents for the Project or for any improvements constructed on their properties. The Zone shall provide in the contract with the construction contractor for the Residents to be third party beneficiaries with regard to the portion of the Project on their

properties, and the Residents shall be limited to their remedies against the contractor as third party beneficiaries of the contract with regard to any claims related to the Project.

It is further understood and agreed that the design plans for the Project shall be submitted to the Residents for their review and approval in writing. The Residents may, at their option and own expense, consult with professionals of their choosing to assist them in reviewing the design plans. The approval of the design plans by the Residents shall constitute a waiver of any claims against the County of Santa Cruz, the Zone, and their employees and agents relating to the design plans.

8. Project Costs

The Parties understand and agree that the NRCS will pay up to seventy-five (75) percent of the costs of the Project. The remaining twenty-five (25) percent of the costs of the Project must come from local sources (the "Local Share"), including the Residents. The Zone agrees to apply to the Office of Emergency Services (the "OES") for payment of seventy-five (75) percent of the Local Share.

The Parties understand and agree that certain costs of the Project are not covered by the NRCS including, but not limited to, the Zone's administration costs and overhead, the Zone's costs related to Project design and analysis, and any repairs needed associated with the Project located on property not owned by the Residents. The Parties understand and agree that all costs not covered by the NRCS and the OES shall be borne as follows: fifty

(50) percent by the Zone and fifty (50) percent to be divided equally among the Residents up to three thousand five hundred dollars (\$3500) per household. Each household shall pay the Zone a non-refundable one thousand dollar (\$1000) deposit within five (5) days of this Agreement being fully executed. The remaining portion of the Residents' share of the Project costs shall be paid to the Zone within ninety (90) days of the Zone accepting the Project as complete.

The Parties understand and agree that should the Residents, collectively or individually, by action or inaction, cause an increase in the cost of the Project, such increased cost shall be borne solely by those Residents, collectively or individually.

9. Release

The Residents understand and agree that neither the County of Santa Cruz nor the Zone are in any way responsible for the high water levels, scouring, debris accumulation, flooding, erosion or other events which resulted in or may result in damage to their properties. The Residents further understand and agree that neither the County of Santa Cruz nor the Zone are liable for damages resulting from the design or construction of the Project.

Except as otherwise expressly provided in this Agreement, the Residents understand and agree that they each hereby fully and finally release the County of Santa Cruz and the Zone from all unknown and unanticipated injuries, losses, or damages, arising out of the flooding and erosion of the San Lorenzo River and the design and construction of the Project, as well as from

those now known or disclosed, and the Residents waive with respect to the flooding and erosion of the San Lorenzo River and the design and construction of the Project, all rights or benefits which they now have, 'or in the future may have, under the terms of Section 1542 of the Civil Code of the State of California, which section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

10. Warranty of Authority

The Parties represent and warrant that they have the sole right and exclusive authority to execute this Agreement, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any claims or demand against any other Party relating to any matter covered by this Agreement.

11. Agreement Jointly Drafted

The drafting and negotiation of this Agreement has been participated in by each Party or their counsel and for all purposes this Agreement shall be deemed to have been drafted jointly by the Parties.

12. Agreement Binds and Inures

This Agreement shall bind and inure to the benefit of each Party and each Party's agents, representatives, officers,

directors, predecessors, successors, heirs and assigns.

13. Notarization and Recordation

The Residents hereby agree to allow this Agreement to be entered into the official records of the Recorder's Office of the County of Santa Cruz and, therefore, agree to provide notarized signatures to this Agreement.

14. Written Modification Only

Each Party understands and agrees that this Agreement shall not be altered, amended, modified or otherwise changed in any respect whatsoever except by a writing duly executed by each Party.

1 5Integration

This Agreement supersedes any other prior writings and prior or contemporaneous oral agreements or understandings between the Parties that relate to or arise out of the flooding and erosion of the San Lorenzo River, the design and construction of the Project and this Agreement. This Agreement fully integrates the Parties' agreement and understanding with respect to all matters covered by it. Each Party agrees that they have not relied on any fact or statement or representation other than as specifically recited herein. To the extent there were any prior relations between the Parties respecting the flooding and erosion of the San Lorenzo River and/or the design and construction of the Project, these relations, implied agreements or understandings are null and void and all the Parties' rights and duties are found exclusively in this Agreement.

16. California Law and Partial Invalidity

Any dispute concerning this Agreement shall be governed by California law. Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

17. Effective Date of Agreement

This Agreement shall be effective when fully executed by all the Parties and is conditioned upon approval by the governing bodies of the government entity parties.

18. Headings

The paragraph headings used in this Agreement do not add or impart meaning and are inserted solely for convenience.

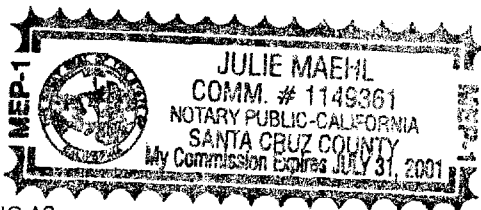
DATED: July 18, 1998


Robert G. Maehl

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On Julie Maehl for me, _____,
Notary Public ☒ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




NOTARY PUBLIC

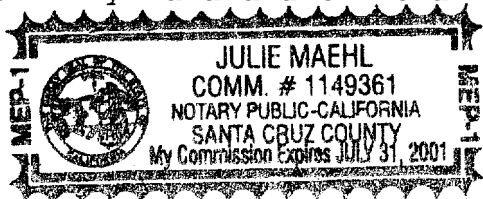
DATED: July 18, 1998

Vera E. Maehl
Vera E. Maehl

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On July 18, 1998, before me, Julie Maehl,
Notary Public, ☒ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Julie Maehl
NOTARY PUBLIC

DATED: _____, 1998

Jacques Jean J. Bertrand

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On _____, 1998, before me, _____,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

DATED: _____, 1998

Vera E. MaehlSTATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

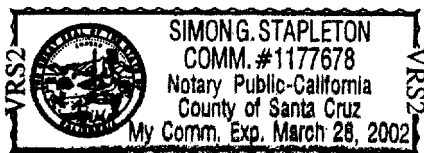
On _____, 1998, before me, _____,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DATED: July 24, 1998STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On July 24, 1998, before me, SIMON G. STAPLETON,
Notary Public, ☐ personally known to me - OR - ☒ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

Jacques Jean J. Bertrand

NOTARY PUBLIC

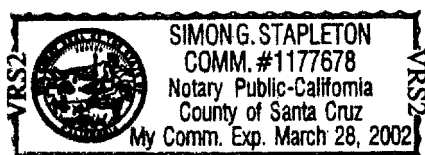
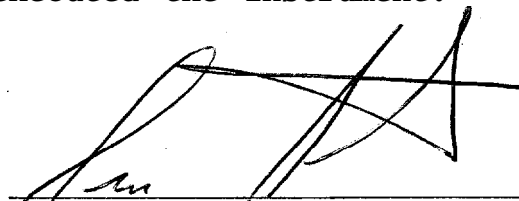
DATED July 24, 1998

 Elisabeth R. Bertrand

 STATE OF CALIFORNIA
 COUNTY OF SANTA CRUZ

On JULY 24, 1998, 1998, before me, SIMON G. STAPLETON,
 Notary Public, ☐ personally known to me - OR - ☒ proved to me on
 the basis of satisfactory evidence to be the person whose name is
 subscribed to the within instrument and acknowledged to me that
 she executed the same in her authorized capacity, and that by her
 signature on the instrument, the person, or the entity upon
 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal



 NOTARY PUBLIC

DATED: _____, 1998

Mark V. Lorenz

 STATE OF CALIFORNIA
 COUNTY OF SANTA CRUZ

On _____, 1998, before me, _____,
 Notary Public, ☐ personally known to me - OR - ☐ proved to me on
 the basis of satisfactory evidence to be the person whose name is
 subscribed to the within instrument and acknowledged to me that
 he executed the same in his authorized capacity, and that by his
 signature on the instrument, the person, or the entity upon
 behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

DATED: _____, 1998

Elisabeth R. BertrandSTATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On _____, 1998, before me, _____,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

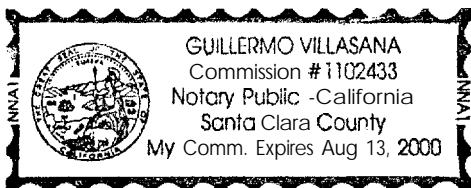
NOTARY PUBLICDATED : 20 July^a, 1998

Mark V. Lorenz
Mark V. Lorenz

STATE OF CALIFORNIA
COUNTY OF ~~SANTA CRUZ~~ } ss.
Santa Clara

On July 20, 1998, before me, Guillermo Villasana,
Notary Public, ☐ personally known to me - OR - ☒ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that-
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



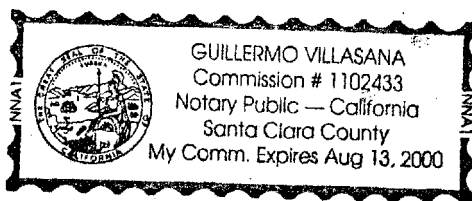
Guillermo Villasana
NOTARY PUBLIC

DATED: July 20, 1998Jonna L. Lorenz
Jonna L. LorenzSTATE OF CALIFORNIA
COUNTY OF ~~SANTA CRUZ~~

Santa Clara } SS.

On July 20, 1998, before me, Guillermo Villasana,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis, of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Guillermo Villasana
NOTARY PUBLIC

DATED: _____, 1998

Chris MaddanSTATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On _____, 1998, before me, _____,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

DATED: _____, 1998

Jonna L. LorenzSTATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On _____, 1998, before me, _____,
Notary Public, ☐ personally known to me - OR - ☐ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
she executed the same in her authorized capacity, and that by her
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

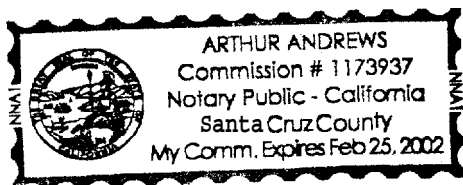
NOTARY PUBLICDATED: 107/25/1 8

Chris Maddan
Chris Maddan

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

On 02/25/, 1998, before me, ARTHUR ANDREWS, Notary Public,
Notary Public, ☐ personally known to me - OR - ☒ proved to me on
the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that
he executed the same in his authorized capacity, and that by his
signature on the instrument, the person, or the entity upon
behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Arthur Andrews
NOTARY PUBLIC

DATED: _____, 1998

Chair
Santa Cruz County Flood
Control and Water Conservation
District - Zone 8 -
Board of Directors

DATED: _____, 1998

Chair
Santa Cruz County
Board of Supervisors

Approved as to form:

District Counsel

July 26, 1998

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To the Members of the Board of Supervisors,

On behalf of my neighbors and my family I am writing this letter to request your support in moving forward with the project to reshape and protect the river bank in front of our homes.

During the disastrous flooding of the San Lorenzo River on Feb. 2-3, 1998 the river rose well above its banks flooding the lower level of my home four feet. My next door neighbors home it undermined the fireplace and ripped off the wall of the home in doing do so. My other neighbor also had his entire downstairs destroyed with over five feet of water in his home. Recovery from this aspect of the disaster is still underway.

But what we face in the future can be either exponentially more optimistic or horribly **grim. It is all based on your support.** Currently we are looking at river banks that were ravaged by the flood. On my stretch of bank alone multiple trees were ripped out by the raging currents. What was once a pristine well protected bank covered with plant growth has been literally eaten away by the catastrophic flooding of '98, leaving a raw, unprotected bank of exposed soil that will not stand up to the next rainy season. We need you, the Board, to support the project spearheaded by the USDA Natural Resources Conservation Service.

It is a tremendous service that the United States Congress has developed a source of funding to assist citizens of the United States who have experienced this kind of national disaster. My neighbors and I feel exceptionally blessed that our project has been one of the projects that has gotten the acceptance needed to move forward to this level. It is our sincere hope that you, the Board, will support the project also so that it can move forward to completion. To have this gift of funding from the federal government for rehabilitation and to not move forward to accept it would be catastrophic **itself in** its needless waste.

Not only that, but the future of my neighbors homes and of my homes are in serious jeopardy of not surviving another rainy season if work isn't done on the bank. Please don't leave us homeless, and consequently bankrupt. Please help us. Please support us by facilitating the receipt of the gift of these federal dollars to the project to rehabilitate the bank of the San Lorenzo River.

On behalf of Bob and Vera Maehl, Jonna and Mark Lorenz, Chris and Starleana Madden, my husband Jacques Bertrand, my daughter Dominique Bertrand, and myself, Elisabeth Bertrand Russell, I ask you to please support this project.

Sincerely,



Elisabeth Bertrand Russell
476-5160

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GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Disaster Assistance Program Branch
Public Assistance Section
Post Office Box 419023
Rancho Cordova, CA 95741-9023
Phone: (916) 464-1013, Fax: (916) 464-1038



March 18, 1998

Ms. Diane Gerbrandt
Senior Administrative Analyst
County of Santa Cruz
701 Ocean Street, Suite 520
Santa Cruz, CA 95060

Dear Ms. Gerbrandt:

SUBJECT: EMERGENCY WATERSHED PROTECTION PROGRAM
FEMA-1203-DR, P.A. 087-00000
SUBGRANTEE: COUNTY OF SANTA CRUZ

On March 10, 1998, the Governor's Office of Emergency Services (OES) received a letter dated March 9, 1998, from the County of Santa Cruz. The purpose of the letter is to request OES' assistance in the preparation of eligible costs associated with the County's Emergency Watershed Protection Program (EWP) projects.

The U.S.D.A. Mutual, Natural Resource Conservation Service (NRCS) provides funding for EWP projects in the State of California. OES' participation in the EWP projects is simply a cost-share of the approved NRCS funding. Historically, OES prepared the cost-share Damage Survey Report (DSR) based on NRCS' estimates. However, this practice has resulted in the necessity of deobligations because the original estimates exceeded the actual project costs and, in some cases, projects were not completed. Therefore, OES will not normally prepare a State DSR for the cost-share of any federally funded programs (except the Federal Emergency Management Agency [FEMA]) until the projects are completed and administratively closed. Accordingly, the County must provide documentation of the eligible work approved and funded by NRCS. At the same time, OES recommends that the County provide documentation of any additional costs which it would like the State to consider for funding. Upon receipt of the documentation, OES will prepare a State DSR for the NRCS cost-share any other eligible costs, as necessary.

If you require additional information related to this correspondence, please contact me at (916) 464-0733 or Mr. Michael Sabbaghian at (916) 464-0735.

Sincerely,

D.A. CHRISTIAN
Public Assistance Officer

c: OES Area Analyst
ES Area Coordinator
par\45046