



County of Santa Cruz

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060

(831) 454-2580 FAX: (831) 454-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

February 17, 1999

AGENDA: March 9, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: ACCEPT SAN VICENTE CREEK ENHANCEMENT PROJECT GRANT

Members of the Board:

On June 17, 1997 your Board adopted Resolution No. 267-97 supporting a grant application to the Department of Fish and Game for the San Vicente Creek enhancement project. The grant request was for \$68,849. The Department is pleased to announce that we were **successful** in securing the grant for San Vicente Creek and have received the grant agreement from the State. The purpose of this project is to enhance the Coho Salmon habitat within the stream. This will be accomplished by constructing instream structures of wood and rock to create pools for rearing, and spawning.

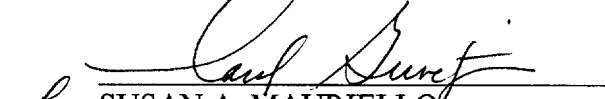
In order to proceed with the San Vicente Creek project your Board will need to accept the grant. These grant funds have been included in Santa Cruz Flood and Water Conservation Zone 4,s budget for 1998-99. Attached for your approval (Attachment 1) is a Revenue ADM-29 and grant agreement.

It is therefore **RECOMMENDED** that your Board approve the attached Revenue ADM-29 and grant agreement (Attachment 1) accepting the San Vicente Creek Fisheries Enhancement grant.

Sincerely,

RECOMMENDED:


ALVIN D. JAMES
Planning Director


for SUSAN A. MAURIELLO
County Administrative Officer

Attachments: 1. ADM-29 and grant agreement

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ADM - 29 (6/95)

STANDARD AGREEMENT-

STD. 2 (REV. 5-91)

APPROVED BY THE
ATTORNEY GENERAL

CONTRACT NUMBER	AM. NO.
FG 7027 IF	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	
94-6000534	

THIS AGREEMENT, made and entered into this 1st day of January, 1998,
in the State of California, by and between **State** of California, through its duly **elected or** appointed, qualified and acting

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TITLE OF OFFICER ACTING FOR STATE Director	AGENCY Department of Fish and Game	, hereafter called the State, and
CONTRACTOR'S NAME County of Santa Cruz, Zone 4 Flood Control & Water Conservation District, hereafter called the Contractor.		

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: (Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. This agreement is entered into by and between the California Department of Fish and Game (State) and County of Santa Cruz, Zone 4 Flood Control and Water Conservation District (Contractor).
2. The Contractor agrees to provide all labor, materials, equipment, tools, transportation, permits, licenses, and services necessary to implement the San Vicente Creek Enhancement Project complete and in accordance with the Statement of Work, Exhibit A, which is attached and made a part of this agreement by reference.
3. The term of this agreement shall be from January 1, 1998, and shall continue through November 15, 1999.

CONTINUED ON 3 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY Department of Fish and Game		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) County of Santa Cruz, Zone 4 Flood Control & Water Conservation District			
BY (AUTHORIZED SIGNATURE) D		BY (AUTHORIZED SIGNATURE) D			
PRINTED NAME OF PERSON SIGNING R. A. Bernheimer		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Deputy Director		ADDRESS 701 Ocean Street Santa Cruz, CA 95060			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$68,849.00	PROGRAM/CATEGORY (CODE AND TITLE) Support/Clearing Acct. 99		FUND TITLE Preservation		Department of General Services Use Only
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$0	ITEM 3600-001-200-99	CHAPTER 282	STATUTE 1997	FISCAL YEAR 97/98	
TOTAL AMOUNT ENCUMBERED TO DATE \$68,849.00	OBJECT OF EXPENDITURE (CODE AND TITLE) 1661 418 40090				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER Christina Alvarez		DATE 1/24/97			
<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> DEPT. OF GEN. SER. <input type="checkbox"/> CONTROLLER <input type="checkbox"/>					

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4. The maximum amount payable under the terms of this agreement shall not exceed \$68,849, including all applicable taxes and expenses.

This amount is in accordance with the Project Budget., Exhibit B, which is attached and made a part of this agreement by this reference.

The budget is an estimate of the Contractor's anticipated costs of performance hereunder. Actual invoiced expenses must be charged against specific categories in the attached budget. If required by actual costs, the State may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs, providing there are offsetting, decreased expenditures in other budgeted categories. Such requests for budget category changes must be made in writing to the Contract Manager.

5. No work can be performed until the Contractor has received an approved copy of this agreement and written notification from the Contract **Manager**, indicating that the project has been reviewed and approved pursuant to the California Environmental Quality Act, and that all applicable State and Federal permits, **and/or** agreements necessary for work as specified in Exhibit A, have been obtained by the Contractor. All work will be done at sites and using only materials and procedures approved in advance, in writing, by the Contract **Manager designated** by the Department of Fish and Game.
6. In consideration of the services performed in a manner acceptable to the State, the State shall reimburse the Contractor for its actual and necessary cost of performance hereunder, not more frequently than monthly, in arrears. All invoices shall be itemized with the time period covered and the work items accomplished. The invoices shall bear reference to FG 7027 IF, **the** number assigned to this **agreement**, and shall be submitted to the **attention** of the State's Contract **Manager**. Invoices must be submitted on letterhead stationary, type written with name and **address** of the Contractor, and must contain the signature and title of the person submitting the **invoice**. The invoice must be itemized using the categories and following the format of the attached budget.
7. Each invoice for payment must be accompanied by a written description, not to exceed **one** page in length, of the Contractor's performance **under** this agreement since the previous such report was prepared. The report should not list only the number of hours worked during the reporting period, but should describe the types of activities and **specific** accomplishments during the period.
8. The Contractor will be required to substantiate to the State all charges and costs incurred and must maintain actual receipts and supporting documentation of the invoice throughout the term of this agreement and for a period of three years thereafter. The original invoice must be sent to the assigned Contract Manager, who must approve payment of the invoice. In addition, a single copy of the invoice only must be sent to the Contract Coordinator at:

California Department of Fish and Game
Inland Fisheries Division
Attention: Shirley Lipa
1416 Ninth Street
Sacramento, CA 95814

9. The State's Contract Manager for this contract shall be:

Mr. Michael Bird
California Department of Fish and Game
1416 9th Street
Sacramento, CA 95814
(916) 654-5997

10. The **Contractor's** Representative for this agreement shall be:

Mr. Dave Hope
701 Ocean Street
Santa Cruz, CA 95060
(408) ~~454~~-3096

11. No equipment will be **purchased** with funds **provided** by the State under this agreement.

12. The **State** does not have responsibility for loss or damage to rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss is restricted to that **made** necessary by or resulting from the negligent act or omission of the State or its **officers**, employees, or agents.

13. The Contract Manager may require the Contractor to submit progress reports or attend meetings with state personnel as **often** as **determined** to be necessary by the Contract Manager, but not more often than once a month, to allow the State to determine if Contractor is performing within the scope of the agreement, whether the project is on schedule, provide communication to interim findings, and afford occasions for airing **difficulties** or special problems **encountered** so that remedies may be **developed** quickly.

14. It will be the responsibility of the Contractor to obtain all permits, and make **all arrangements** necessary for its performance hereunder. Written permission must be obtained from landowner for access to trespass and **perform** contract work before any work will be authorized by the Contract Manager.

15. This agreement is not intended as an approval of a project or of specific project features by the Department of Fish and Game pursuant to the California Environmental Quality Act. Independent review and recommendation will be provided by the Department as

appropriate on those projects where local, state, or federal permits or other environmental reports are required.

16. It will be the responsibility of the Contractor to provide the State with a final report of its accomplishments hereunder on or before the termination date of this agreement. The above report shall include, but not necessarily be limited to:
 - A. Contract number.
 - B. Location of work - show project location using U.S.G.S. 7.5 minute topographical map. Specific project access using public and private roads and trails, and landowner name and address should be included.
 - C. Completed project design - a schematic drawing with attached narrative, of the project site including downstream and upstream project boundaries, location of each structure or prescription, the stream channel, direction of flow, total cubic yards of rock **and/or** numbers and dimensions of any logs or other woody material placed within **bankfull** area of stream. and significant natural or artificial features. If the completed work is a revegetation project, or a component of the project is revegetation, include species and number of plants, as well as planting density. The location of each project structure or prescription should be located using a distance measurement **from** a permanent reference point (e.g., bridge, stream confluence, road mile marker, etc.). Photographs, prints or slides, of the general project site and each structure or prescription should be submitted, when possible.
 - D. Time - date of work and total number of person hours expended.
 - E. Costs - total dollars spent.
17. Also attached and made a part of this agreement by this reference is Standard Clauses - Agreements with Public Entities, PE 1-3 and Special Provision 6, Progress Payments.

EXHIBIT A
San Vicente Creek Enhancement Project
Statement of Work

Under direction of the Department of Fish and Game, the Contractor will improve spawning and rearing conditions in a selected section of San Vicente *Creek*, tributary to the Pacific Ocean, under the following conditions and terms:

1. The Contractor will place 25 root wad, spider log, and boulder combinations; 15 digger logs; two upstream "V" log weirs; **modify** a bedrock chute area; and remove an existing weir that is a barrier to fish migration. All work will be at a point beginning one mile upstream with the confluence with the Pacific Ocean, and continue 2,000 feet upstream of the confluence with Mill Creek. The project will also continue up Mill creek for a distance of 3,000 feet. All areas disturbed during the construction of the fish habitat structures will be planted with native **riparian** species and mulched with woody debris or straw. In addition, 2,000 **redwood seedlings** will be planted along the **riparian** zone where appropriate.
2. All habitat improvements will be done in accordance with techniques described in the "California **Salmonid** Stream Habitat Restoration Manual".

EXHIBIT B
San Vicente Creek Enhancement Project
ESTIMATED BUDGET

PERSONNEL COSTS

<u>Level of Staff</u>	<u>Number of Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Field Supervisor	320	\$20.33	\$6,506.00
Staff Benefits for Field Supervisor@ 37.5%			2,440.00
Project Leader	150	21.56	3,234.00
Staff Benefits for Project Leader@ 3 1.9 1%			1,032.00
TOTAL PERSONNEL COSTS			<u>13,212.00</u>

OPERATING EXPENSES

Construction materials (To include, but not limited to: 100 tons angular boulders; 30,000 board feet of redwood logs and root wads; rebar; stainless steel cable; earth anchors. etc.)	24,270.00
Construction supplies (To include, but not limited to: Cable, heavy duty earth anchors; threaded rebar fasteners; Hilti epoxy)	2,467.00
Equipment lease/rental (To include, but not limited to: Excavator (10 days); loader (6 days); compressor)	25,775.00
Photographic supplies	125.00
Seeds, plants and fertilizer	800.00
Transportation costs - Rock hauling @ 91,460 and vehicle mileage for 1,000 miles @\$.24/mile)	1,700.00
Permit - Regional Water Control Board 401	500.00
TOTAL OPERATING EXPENSES	<u>55,637.00</u>
SUBTOTAL	<u>68,849.00</u>
TOTAL ESTIMATED BUDGET	<u>\$68,849.00</u>

State of California

The Resources Agency

DEPARTMENT OF FISH AND GAME

Agreement No. FG 7027 IF

STANDARD CLAUSES**AGREEMENTS WITH PUBLIC ENTITIES****Commencement of Work**

This contract is of no force and effect until signed by **both** parties and approved by the Department of Fish and Game and/or the Department of General Services as pursuant to PCC §§ 10335, 10360 and 10295. Any work initiated prior to the approval date is done at the Contractor's own risk. Absolutely no expenses incurred prior to the effective date of this agreement will be approved for payment.

Availability of Funds

Work to be performed under this agreement is subject to availability of funds through **the** State's normal budget process.

Contractor Name Change

Contractor shall provide a written notice to the State at least thirty **(30)** days prior to any changes to the Contractor's current legal name.

Documents and Written Reports

Any document or written report **prepared** as a **requirement** of this agreement shall contain, in a separate section preceding the main body of the document, a disclosure **statement** indicating that such was prepared through agreement with the Department of Fish and Game and shall **further** contain the agreement number and dollar amount of all agreements and **subcontracts** relating to **the preparation** of such document or report.

Inspection

The State, **through** any **authorized representatives**, has the right at **all** reasonable times to inspect or otherwise evaluate the work performed or being **performed hereunder** including **subcontract** supported **activities** and the premises in which it is being performed. If any **inspection** or evaluation is **made** by the State of **the** premises of **the** Contractor or a **subcontractor**, the **Contractor** shall provide and shall require his subcontractors to provide **all** reasonable facilities and assistance for the safety and **convenience** of the State **representatives** in **the** performance of their duties. **All** inspections and evaluations shall be performed in such a **manner as** will not unduly delay **the** work.

Nondiscrimination Clause - Excluding Contracts with Federal Entities

During the **performance** of this agreement, **Contractor** and its subcontractors shall not **unlawfully** discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, **denial** of family and medical care leave and denial of pregnancy disability leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for **employment** are free from such discrimination and harassment. **Contractor** and **subcontractor** shall comply with the provisions of **the** Fair Employment and Housing Act and the applicable regulations promulgated thereunder. The applicable regulations of the Fair **Employment** and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division **4** of Title 2 of the California Code of Regulations are incorporated into this agreement by reference and **made** a part **hereof** as is set forth in full. **Contractor** and its subcontractors shall give written notice of their obligations under this **clause** to labor organizations **with** which they have a collective bargaining or other agreement. Contractor shall include **the** nondiscrimination and compliance provisions of this clause in all subcontracts to perform **work** under **the** agreement.

Americans With Disabilities Act

By signing this agreement, **Contractor** assures the state **that** it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycling Certification

Contractor shall certify in writing under penalty of perjury that the **minimum**, if not exact, percentage of the materials, goods, supplies ordered, or products used in the performance of this contract meets or exceeds the minimum percentage of recycled material as defined in PCC §§ 12161 and 12200. The Contractor may **certify** that the product contains zero recycled content. (PCC § 10233)

Drug-Free Workplace Requirements

By signing this agreement, the Contractor hereby certifies under penalty of perjury under the State laws that the Contractor will comply with the requirements **of** the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of **a** controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish **a** Drug-Free Awareness Program to **inform** employees about:
 - a. The dangers of drug abuse in the workplace:
 - b. The person's or **organization's** policy **of** maintaining **a** drug-free **workplace**;
 - c. Any available counseling, rehabilitation and employee assistance programs' and.
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide that every employee who works on the proposed agreement:
 - a. Will receive a copy of the company's drug-free **policy** statement: and.
 - b. Will **agree** to abide by the terms **of** the company's statement as a condition of employment on the agreement.

Failure to comply **with** these requirements may **result** in suspension of **payments** under the agreement or termination of the agreement. or both. and the **Contractor** may be ineligible for award of any future State agreements if the Department **determines** that any of the following has occurred: (1) the Contractor has **made false** certification. or (2) violated the certification by failing to **carry** out the requirements as noted above. (GC § 8350 et seq.)

National Labor Relations Board Clause

By signing this agreement. Contractor declares under penalty of perjury that no more than one final, unappealable finding of contempt **of** court by a Federal Court has been issued against the Contractor within **the** immediately preceding two (2) year period because of Contractor's **failure** to comply with **an** order of **a** Federal Court which orders **Contractor** to comply with an order of the National Labor Relations Board (PCC § 10296)

Contract Dispute Clause

The State's Contract Manager has initial jurisdiction over **each** controversy arising under or in connection with the interpretation, performance, or payment under this contract. The **Contractor** will diligently pursue with the State's **Contract Manager** mutually agreeable settlement of any such controversy. In the event **a** dispute cannot be resolved by mutual **agreement**, the State's Contract **Manager** shall promptly issue **a** **written** decision in **the** **matter** which shall be mailed or **otherwise** furnished to the **Contractor** and which shall inform the Contractor of his right to appeal the decision as provided herein. The Contractor shall have fifteen (15) calendar days from receipt of the decision to submit **a** written protest of the decision to the Deputy Director, Administration, Department of Fish and Game. The decision of the State's Contract Manager shall be **final** and conclusive unless it is appealed by the **Contractor** within the specified period. Pending final decision of dispute hereunder, the **Contractor** shall proceed with the performance of this contract, unless otherwise directed by the State.

Workers' Compensation Clause

Contractor agrees to the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation, or to undertake self-insurance in accordance with such provisions, and **Contractor** agrees to comply with **such** provisions before commencing the performance of the work under this agreement.

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Travel and Per Diem

Contractor agrees that all travel and per diem paid its employees under this contract shall be at rates not to exceed those amounts paid to the State's represented employees under collective bargaining agreements currently in effect. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. (CCR, Title 2, § 599.615 et seq.)

Use of Subcontractors

If the contractor desires to accomplish all or part of the services through the use of one or more subcontractors then the following conditions must be met: 1) the contractor shall submit any subcontracts to the State for prior approval; 2) the contract between the primary Contractor and the subcontractor must be in writing; 3) the subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the contract; and 4) upon termination of any subcontract, the State shall be notified immediately in writing. Further, any subcontract in excess of 510,000 entered into as a result of this agreement shall contain all applicable provisions stipulated in this agreement.

Audit Clause

Contractor agrees that the awarding department the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records pertaining to the performance of this agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years from the final payment made by the State, unless a longer period of records retention is stipulated elsewhere in this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview of staff in any subcontract related to performance of this agreement. (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, § 1896.60 et seq.)

Conflict of Interest-Current and Former State Employees**Current State Employees**

So officer or employee shall engage in any employment, activity, or enterprise from which the office or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services. (PCC § 10410)

Former State Employees

For the two-year period from the date he or she left State employment, no former State officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the agreement while employed in any capacity by any State agency.

For the twelve-month period from the date he or she left State employment, no former State Officer or employee may enter into an agreement with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service. (PCC § 104 11)

Priority Hiring Considerations

If this agreement is in excess of 5200,000, the Contractor agrees to give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Code Section 1 1200. (PCC § 10353)

Amendment Clause

This agreement may be amended in writing, and not otherwise, as mutually agreed upon by the parties hereto. The amendment shall be subject to the approval of the Department of General Services, unless otherwise exempted.

Termination Clause

The State shall have the right to terminate this agreement at its sole discretion at any time upon giving thirty (30) days written notice to the Contractor. In case of early termination, a final payment will be made to the Contractor upon receipt of a report covering costs incurred up to notice of termination, based on the portion of work completed.

State of California

SP 6
The Resources Agency

DEPARTMENT OF FISH AND GAME

SPECIAL PROVISION 6

Agreement No. FG 7027 IF

Progress Payments/Payment Retention Clause

Progress payments are **partial** payments of the agreement price and are based on the performance schedule in the **agreement**. For any contract allowing progress payments to the Contractor (monthly, quarterly, semi-annually) or other terms in which the **Contractor** is paid on a basis other than lump sum, each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Contractor's performance under this agreement since the time the previous such **report** was prepared. **The** report should describe the types of activities and specific **accomplishments** during the period rather than merely listing the number of hours worked during the reporting period.

Progress payments to Contractors for work performed or costs incurred in the performance of the agreement **are** allowed, provided that not less than **10** percent of the agreement amount shall be withheld pending satisfactory completion of **all** services under the agreement. However, if the agreement consists of the performance of separate and distinct tasks, then any funds so withheld **with** regard to a particular task may be paid upon completion of that task.

Contractor is required to submit **a** final invoice for the agreement retention amount