



County of Santa Cruz

99

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(631) 454-2580 FAX: (631) 454-2131 TDD: (631) 454-2123

ALVIN D. JAMES, DIRECTOR

April 8, 1999

AGENDA: April 20, 1999

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

RE: ADOPT A RESOLUTION OF SUPPORT AND ACCEPT AND APPROPRIATE UNANTICIPATED REVENUE FOR THE MILL CREEK STABILIZATION PROJECT GRANT

Members of the Board:

The Department is pleased to announce that we were successful in securing a **\$118,139** grant from the California Department of Fish and Game for the Mill Creek Stabilization Project. The purpose of this project is to stabilize the stream through the construction of check dams and other devices.

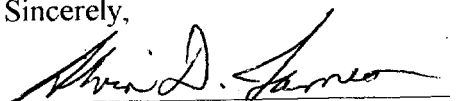
In order to proceed with the Mill Creek Stabilization Project Grant, your Board will need to adopt a Resolution supporting and accepting the grant. In addition, your Board must adopt a Resolution accepting and appropriating unanticipated revenue in the amount of \$118,139 in the Flood Control & Water Conservation District - Zone 4 budget for FY 1998-99. The balance of the grant funds will be re-budgeted in the Flood Control & Water Conservation - Zone 4's budget for FY 1999-2000. Staff costs will be recovered, however, indirect costs will be the County's in-kind contribution for the completion of the project.

It is, therefore, **RECOMMENDED** that your Board:

1. Adopt the attached Resolution in support of the Mill Creek Stabilization Project (Attachment 1), and
2. Adopt the attached AUD-60 Resolution accepting and appropriating unanticipated revenue in the amount of \$118,139(Attachment 2), and
3. Approve the attached Revenue ADM-29 and Grant Agreement (Attachment 3) accepting the Mill Creek Stabilization Project Grant, and

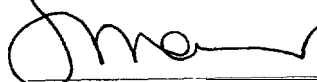
4. Direct the Planning Director to execute all agreements necessary to implement the Grant.

Sincerely,



ALVIN D. JAMES
Planning Director

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

- Attachments: 1. Resolution
2. AUD -60 Resolution
2. ADM-29 and grant agreement

cc: Auditor-Controller

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

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

RESOLUTION SUPPORTING THE
MILL CREEK STABILIZATION PROJECT

WHEREAS, the anadromous fish streams of Santa Cruz County have suffered a decline in salmon and steelhead in recent years due to habitat degradation and barriers to migration; and

WHEREAS, the County has demonstrated a longstanding commitment to restoring local stream environments through enactment of protective regulations, expenditure of County funds, and pursuit of grant monies for the purpose of maintaining and enhancing fisheries habitat; and

WHEREAS, the County has submitted and been awarded a grant by the California Department of Fish and Game for a fisheries enhancement project, the Mill Creek Stabilization Project, to improve the quality of the aquatic habitat in Mill Creek, a tributary to Lompico Creek; and

WHEREAS, the California Department of Fish and Game requires that the County provide documentation as to its willingness to enter into a contract, to perform the work and maintain the project;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Board of Supervisors supports the Mill Creek Stabilization Project;

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Board of Supervisors shall, as requested, enter into grant contracts with the California Department of Fish and Game to conduct the Mill Creek Stabilization Project and authorizes the Santa Cruz County Planning Director to execute all agreements relative to this project;

BE IT FURTHER RESOLVED AND ORDERED that the Santa Cruz County Board of Supervisors hereby expresses its willingness to assume operation and maintenance responsibilities for the Mill Creek Stabilization Project.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of April, 1999, by the following vote:


Resolution Supporting
Mill Creek Stabilization Project
Page 2

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSENT: SUPERVISORS
ABSTAIN: SUPERVISORS

Chairperson of the Board of Supervisors

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:



Assistant County Counsel

DISTRIBUTION: County Counsel
Planning/Matt Baldzikowski

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

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

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, Santa Cruz Flood and Water Conservation District Zone 4 is a recipient of funds from the California Department of Fish and Game for a grant for the construction of sediment stabilization facilities in Mill Creek, and

WHEREAS, the District is a recipient of funds in the amount of \$118,139 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the District; and

WHEREAS, pursuant to Government Code Section 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 \$118,139 into

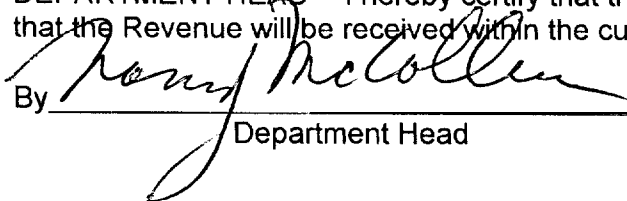
Department: Santa Cruz Flood and Water Conservation Zone 4

T/C	Index Number	Revenue Sub-Object Number	UCD	Account Name	Amount
001	135461	0894	LO72 17	State-Other	\$118,139

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

T/C	Index Number	Expenditure Sub-Object Number	UCD	Account Name	Amount
021	135461	3650	LO721 7	Planning Services	\$14,120
021	135461	3665	LO72 17	Prof & Spec Svcs	38,582
021	135461	3975	LO7217	Special Misc Exp	65,343
021	135461	3990	LO721 7	Photo Supplies	94

DEPARTMENT HEAD -- I hereby certify that the fiscal provisions have been researched and that the Revenue will be received within the current fiscal year.

By  Date 4/8/99
Department Head

COUNTY ADMINISTRATIVE OFFICER

ML

Recommended to Board

Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this _____ day of _____ 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

W. Garcia

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Incia Ward 4/9/99

Auditor-Controller

Distribution:

- Auditor-Controller
- County Council
- County Administrative Officer
- Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

Attachment 3 **105**

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

FROM: PLANNING (Dept.)
[Signature] (Signature) 4/8/99 (Date)

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

- Said agreement is between the Santa Cruz Co. Flood Control & Water Conservation District - Zone 4 (Agency) and CA Department of Fish and Game, 2550 North State St., Ukiah, CA 95482 (Name & Address)
- The agreement will provide the funds for the Mill Creek Stabilization Project
- The agreement is needed to activate the Grant
- Period of the agreement is from June 1, 1998 to December 31, 1999
- Anticipated ~~cost~~ ^{revenue} is \$ 118,390.00 (Fixed amount; Monthly rate; Not to Exceed)
- Remarks: will be placed on the list on continuing agreements for 1999-00
- Appropriations are budgeted in 135461 (Index#) 0894 (Subobject)

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

Appropriations ~~are available and have been~~ encumbered. Contract No. R695 Date 4/9/99
~~are not~~ N/A ~~will be~~
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the [Signature] to execute the same on behalf of the _____ (Agency).

Remarks: E.S. (Analyst) By [Signature] County Administrative Officer Date 4/12/99

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.
ADM - 29 (6/95)

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
_____ 19 _____ By _____ Deputy.

STANDARD AGREEMENT

APPROVED BY THE
ATTORNEY GENERAL

STD. 2 (REV. 5-91)

CONTRACT NUMBER FG 7368 IF	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000534	

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

106

TITLE OF OFFICER ACTING FOR STATE <u>Director</u>	AGENCY <u>Department of Fish and Game</u>	, hereafter called the State, and
CONTRACTOR'S NAME <u>County of Santa Cruz, Zone 4 Flood Control & Water Conservation District</u> , 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 complete Mill Creek Stabilization Project 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 June 1, 1998, and shall continue through December 31, 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 <u>Department of Fish and Game</u>		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Santa Cruz, Zone 4 Flood Control and Water Conservation Dist.</u>			
BY (AUTHORIZED SIGNATURE) 		BY (AUTHORIZED SIGNATURE) 			
PRINTED NAME OF PERSON SIGNING <u>R. A. Bernheimer</u>		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE <u>Deputy Director</u>		ADDRESS <u>701 Ocean Street Santa Cruz, CA 95060</u>			
AMOUNT ENCUMBERED BY THIS DOCUMENT <u>\$ 118,139.00</u>	PROGRAM/CATEGORY (CODE AND TITLE) <u>Support/Clearing Acct. 99</u>		FUND TITLE <u>Preservation</u>		
	(OPTIONAL USE)				
	ITEM <u>3600-001-200-99</u>	CHAPTER <u>282</u>	STATUTE <u>1997</u>	FISCAL YEAR <u>97/98</u>	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT <u>\$ 0</u>	OBJECT OF EXPENDITURE (CODE AND TITLE) <u>1890 418 40025</u>				
TOTAL AMOUNT ENCUMBERED TO DATE <u>\$ 118,139.00</u>	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 		DATE <u>6/30/98</u>			
<input type="checkbox"/> CONTRACTOR <input type="checkbox"/> STATE AGENCY <input type="checkbox"/> OEPT. OF GEN. SER. <input type="checkbox"/> CONTROLLER <input type="checkbox"/>					

- 2 -

4. The maximum amount payable under the terms of this agreement shall not exceed \$118,139.00, 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-is 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 7368 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 only list 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:

- 3 -

California Department of Fish and Game
Inland Fisheries Division
Attention: Ms. Shirley Lipa
14 16 Ninth Street
Sacramento, CA 95814

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

Mr. Herb Pool
California Department of Fish and Game
2550 North State Street
Ukiah, CA 95482
(707) 468- 0259

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 Private Sector, PS 1-3 and Special Provision 6, Progress Payments.

- 5 -

EXHIBIT A
Mill Creek Stabilization Project
Statement of Work

Under direction of the Department of Fish and Game, the Contractor will improve salmon and steelhead trout habitat in Mill Creek, tributary Lompico Creek, by reducing chronic or potential catastrophic sediment delivery from entering Lompico Creek, under the following conditions and terms.

1. The project reach is located on Mill Creek, approximately 1/3 mile upstream of the confluence with Lompico Creek and continues upstream approximately 1/4 mile. The Contractor will install check dams to stabilize eroding streambanks; upgrade in-sloped and failing roads in the project area; and install a 120 foot long appropriately sized culvert in a collapsing tributary that will act as a debris landslide bypass structure.
2. The design of the check dams must be approved in advance by the Contract Manager. All road upgrading, decommissioning or other work done pertaining to this agreement will be done in accordance with techniques described in the "Handbook for Forest and Ranch Roads", (PWA, 1994c) and the "California Salmonid Stream Habitat Restoration Manual".
3. The Contractor will acknowledge the participation of the Department of Fish and Game, SB 271 funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Mill Creek Stabilization Project.

EXHIBIT B
Mill Creek Stabilization Project Estimated Budget

<u>PERSONNEL COSTS</u>	Number of	Hourly	Total
<u>Level of Staff</u>	<u>Hours</u>	<u>Rate</u>	
Field Supervisor	300	\$22.82	\$ 6,846.00
Project leader	150	22.82	3,423 .00
Staff Benefits @ 37.5%			3,851.00
TOTAL PERSONNEL COSTS			<u>14,120.00</u> - 365
 <u>OPERATING EXPENSES</u>			
Construction materials			47,963.00 3975
Drain rock, 3/4 in. to 1 1/2 in.	190 yd ³ @ \$25/yd ³	4,750.00	
Rip rap rock,	254 tons @ \$16.50/ton	4,191.00	
Boulders, 1/2 to 1 ton each	1,098 tons @ \$14.75/ton	16,196.00	
Wire cable, 5/8 in.	500 ft. @ \$1.75/ft	875.00	
Redwood logs, 1 1/2 ft x 20 ft.	10 logs @ \$600.00 each	6,000.00	
Threaded rebar, 1 in.	300 ft. @ 1.00/ft.	300.00	
Cable clamps, nuts, washers	\$498.00	498.00	
Geotextile fabric	4 Rolls @ \$600.00/roll	2,400.00	
Culverts, 24 in. x 20 ft.	5 @ \$303.00 each	1515.00	
Culverts, 72 in. x 20 ft.	8 @ \$1,326 each	10,608.00	
Culvert collars, 72 in.	7 @ 90.00 each	630.00	
Transportation			11,188.00 365
Rock transport	254 tons @ 15.70/ton	3,988.00	
Transport driver	100 hrs @ \$67.00/hr.	6,700.00	
Mileage	2,083 miles @ \$0.24/mile	500.00	
Equipment rental			27,394.00 365
Excavator	84 hrs @ \$200.00/hr.	16,800.00	
Dump truck	76 hrs @ \$100.00/hr.	7,600.00	
Chainsaws, 2 each	40 days @ \$30.00/day	1,200.00	
Generator	20 days @ \$22.40/day	448.00	
Drill	20 days @ \$39.50/day	790 . 0 0	
Come-alongs, 2 each	19 days @ \$7.50/day	143.00	
Lewis wenches, 2 each	16 days @ \$25.80/day	413 . 0 0	
Photographic supplies			94.00 390
Permits (To include, but not limited to: USCOE @ \$500; County Riparian and Grading @ \$1,380; Soil Report @ \$500; Hydrologic/Engineering plans And inspection @ \$15,000)			17,380.00 395
TOTAL OPERATING EXPENSES			<u>104,019.00</u>
 SUBTOTAL			<u>118,139.00</u>
 TOTAL ESTIMATED BUDGET			<u>\$118,139.00</u>

State of California

The Resources Agency

DEPARTMENT OF FISH AND GAME

Agreement No. FG 7368 IF

**STANDARD CLAUSES
AGREEMENTS WITH PRIVATE SECTOR**

Commencement of Work

This agreement 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 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 contract 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

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 complaint 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 offered, 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 **thirty(30)** 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 agreement, unless otherwise directed by the State.

Workers' Compensation Clause

Contractor certifies and is aware of the provisions which require every employer to be insured against liability for Workers' Compensation, or to undertake self-insurance in accordance with the provisions of this code, and Contractor agrees to comply with such provisions before commencing the performance of the work under this agreement.

Travel and Per Diem

Contractor agrees that all travel and per diem paid its employees under this agreement 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 agreement 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 agreement; and 4) upon termination of any subcontract, the State shall be notified immediately in writing. Further, any subcontract in excess of \$10,000 entered into as a result of this contract 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, Section 1896.60 et seq.)

Conflict of Interest - Current and Former State Employees

Current State Employees

No 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 Emulovees

For the two-year period from the date of leaving State employment, no former State officer or employee may enter into an agreement in which he or she was 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 of leaving 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 agreement within the twelve-month period prior to his or her leaving State service. (PCC § 10410)

Priority Hiring Considerations

For agreements in excess of \$200,000, the Contractor agrees to give priority consideration in filling vacancies in positions funded by this agreement to qualified recipients of aid under Welfare and Institutions Code Section 11200. (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. (GC §§ 10366, 11010.5)

Termination Clause

The State shall have the right to terminate this contract 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

SP6
The Resources Agency

DEPARTMENT OF FISH AND GAME

SPECIAL PROVISION 6

Agreement No. FG 7368 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.