



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰²⁸¹

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (631) 454-2365 TDD (631) 454-2123

AGENDA: DECEMBER 12, 2000

November 30, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: CALIFORNIA DEPARTMENT OF FISH AND GAME GRANT
IMPLEMENTATION CONTRACT

Members of the Board:

On April 4, 2000, your Board approved an agreement with the California Department of Fish and Game (CDFG) for Fisheries Restoration Grant funding in the amount of \$23,253.00 for the Technical Training for Erosion Control Project. Public Works has since completed a request for proposals and selected Salix Applied Earthcare as the erosion control consultant. The proposed independent contractor agreement with Salix Applied Earthcare is presented here for your Board's consideration.

Under terms of the grant agreement, the County of Santa Cruz is the lead agency for the project, which will provide for a technical review of current Santa Cruz County Public Works erosion control design criteria and erosion reduction training for road maintenance workers, local agency staff and others. Salix Applied Earthcare has demonstrated experience including similar projects for the State of California Department of Transportation, and the Santa Cruz County Resource Conservation District (SCCRCD). Public Works staff consulted with representatives from SCCRCD and the County Planning Department in the selection of Salix Applied Earthcare as the most qualified for the proposed scope of work.

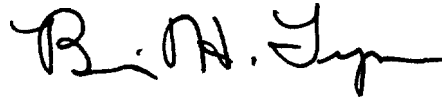
As the appropriation was not included in this fiscal year's budget, a Resolution Accepting Unanticipated Revenue is attached for your Board's approval to authorize receipt and appropriation of grant funding from the California Department of Fish and Game.

It is therefore recommended that the Board of Supervisors take the following action:

1. Adopt a Resolution Accepting Unanticipated Revenue in the amount of \$23,253.00 from the California Department of Fish and Game.

2. Approve the independent contractor agreement with Salix Applied Earthcare for the Technical Training for Erosion Control Project for a not-to-exceed amount of \$22,021.00.
3. Authorize the Director of Public Works to sign the independent contractor agreement on behalf of the County of Santa Cruz.

Yours truly,



For THOMAS L. BOLICH
Director of Public Works

VE:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
Salix Applied Earthcare

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SALIX APPLIED EARTHCARE, 491 South Street, Redding CA 9600 1, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Complete a technical review of current Santa Cruz County Public Works erosion control design criteria and provide training to local agency staff in erosion reduction through proper implementation of erosion control practices.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: As per the attached proposal for a not to exceed amount of \$22,021.00.

3. TERM. The term of this contract shall be: From Board approval to completion.

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 ____/____.

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 JMS / BMS.

(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 - / -

B. Other Insurance Provisions

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

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

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations

and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz.”

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: Valerie Epperson, Santa Cruz County Public Works Department, 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: Valerie Epperson, Santa Cruz County Public Works Department, 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.

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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

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

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

APPROVED AS TO FORM:

By: D. McRae 11-30-00
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

VE:rb/salr

CONTRACTOR
SALIX APPLIED EARTH CARE
ATTN: JOHN MCCULLAH

By: _____

Address: 491 SOUTH ST
BEDDINGCA 96001

Telephone: (530) 247-1600

FAX: _____

E-MAIL: _____

881

Nov. 15 2000 05:02PM

FAX NO. 5302240879

FROM Salix Applied Earthcare

County of Santa Cruz Erosion Control Standards and Training Program Itemized Task List

Item	Task 1	Task 2	Task 3	Task4	Rate	Totals
	Review of Existing Erosion Control Provisions	Develop New Erosion Control Provisions	Prepare Implementation Manual	Devetop Training Material		
Staff	Hours					
John McCullah	20	40	30	10	\$80.00	\$8,000.00
Doug Straw	10	5	5	0	\$80.00	\$1,600.00
Rose Sloan	20	20	10	30	\$30.00	\$2,400.00
Vance Howard	20	10	10	10	\$30.00	\$1,500.00
Ward Hastings	5	10	5	0	\$50.00	\$1,000.00
Total Hours	75	85	60	50		270
Total Costs	\$3,850.00	\$5,000.00	\$3,650.00	\$2,000.00		\$14,500.00
Training Sessions	4 days @ \$1,000.00/day					\$4,000.00
Per diem	6 person days @ \$113.00/day					\$678.00
Travel	1,000 miles @ \$0.31/mile					\$310.00
Administration	113% of \$19,488.00					\$2,533.00
Total Project Cost						\$22,021.00

POLICY NUMBER: CAR445960

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED-----OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:**SCHEDULE**

Name of Person or Organization: COUNTY OF SANTA CRUZ, ITS OFFICERS,
AGENTS, EMPLOYEES AND VOLUNTEERS
701 OCEAN STREET
SANTA CRUZ, CA 95060-4070

(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 11) is amended to include as an insured the person or organization shown in the Schedule, but only with respects to liability arising out of "your work" for that insured by or for you.

THIS INSURANCE SHALL BE PRIMARY AS RESPECTS THE INSURER SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

FROM : Salix Applied Earthcare
05/01/2000 11:28 5302217032

FAX NO. : 5302240879

Nov. 28 2000 12:04PM P2

PAGE 01290

ADDITIONAL CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

9/1/00

PRODUCER

COLCO-LEAVITT INSURANCE
P.O. BOX 494249
REDDING, CA 96049
(530) 221-2300 FAX (530) 221-2030

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A COMMERCIAL UNION
COMPANY LETTER B
COMPANY LETTER C
COMPANY LETTER D
COMPANY LETTER E

INSURED

SALIX APPLIED EARTH CARE
491 SOUTH STREET
REDDING, CA 96001

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A. GENERAL LIABILITY				
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	CAR445960	08/09/00	08/09/01	GENERAL AGGREGATE \$ 1,000,000
<input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PRODUCTS-COMP. OF AGG. \$ 1,000,000
<input checked="" type="checkbox"/> OWNERS & CONTRACTORS FLOT				PERSONAL & ADV. INJURY \$ 1,000,000
				EACH OCCURRENCE \$ 1,000,000
				FIRE DAMAGE (ANY UT. LIT.) \$ 50,000
				MED. EXPENSE (ANY OF PERSON) \$ 5,000
AUTOMOBILE LIABILITY				
<input type="checkbox"/> ANY AUTO				COVERED SINGLE UNIT \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER PERSON) \$
<input type="checkbox"/> BORROWED AUTOS				BODILY INJURY (PER OCCASION) \$
<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE \$
<input type="checkbox"/> GARAGE, WORKSH.				AGGREGATE \$
EXCESS LIABILITY				
<input type="checkbox"/> UMBRELLA FORM				STATUTORY LIMITS
<input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH ACCIDENT \$
WORKERS COMPENSATION				DISEASE - POLICY LIMIT \$
<input type="checkbox"/> AVO				DISEASE - EACH EMPLOYEE \$
EMPLOYERS LIABILITY				
<input type="checkbox"/> OTHER				

DESCRIPTION OF OPERATION/LOCATION/SPECIALIZED/SPECIAL ITEMS

JOB: TRAINING AND WRITING STANDARDS
ADDITIONAL INSURED PER ATTACHED ENDORSEMENT

*10 NOTICE OF CANCELLATION APPLIES TO NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~REQUIRE~~
MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, ~~AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH NOTICE~~

AUTHORIZED REPRESENTATIVE

Collette Brennan

RECORD CORPORATION, 1990

COUNTY OF SANTA CRUZ
701 OCEAN STREET
SANTA CRUZ, CA 95060-4070

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FILE COPY

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

0291

MAY 3, 2000

POLICY NUMBER: 1278499 - 00
CERTIFICATE EXPIRES: 5-1-01

COUNTY OF SANTA CRUZ
PLANNING DEPT INSP SVCS GOVT CTR
ATTN RACHELLE FATOI
701 OCEAN ST SANTA CRUZ CA 95060

MAY 2000

RF
ACCT
CF

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Tom Hansen
AUTHORIZED REPRESENTATIVE

Kc Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MC CULLAH, JOHN ARTHUR AND ANDERSON, CATHY ELLYN
DEASALIX APPLIED EARTHCARE
3141 BECHELLI LANE
REDDING CA 96002

Individual Employers and Husband and Wife Employers are not eligible for benefits as employees under this policy.

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

RESOLUTION NO. _____

0292

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 California Department of Fish and Game for the Fishery Restoration Grant Program; and

WHEREAS, the County is the recipient of funds in the amount of \$23,253.00 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 \$23,253.00 into the Public Works Department

Index No. 621100 Revenue Subobject No. 0894

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

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
621100	3590		DPW Services (WA # 4008 1)	\$23,253.00

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 B. N. Z
Asst. Department Head

Date 11-30-00

0293

COUNTY ADMINISTRATIVE OFFICER //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 0 day f _____, 2000, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

D. McRae 11-30-00
Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:

621100
P. Silbaugh 11-30-00
Auditor-Controller

Distribution: Auditor-Controller
Public Works Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0294

Vendor 9279

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

FROM:

PUBLIC WORKS DEPARTMENT

(Dept.)

(Signature)

11-29-00 t e)

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)
SALIX APPLIED EARTHCARE
and, 491 SOUTH STREET, REDDING CA 96001 (Name & Address)
2. The agreement will provide A TECHNICAL REVIEW OF SANTA CRUZ COUNTY PUBLIC WORKS EROSION CONTROL DESIGN CRITERIA AND TRAINING FOR LOCAL AGENCY STAFF IN EROSION REDUCTION PROCEDURES.
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, 2001
5. Anticipated cost is \$ 22,021.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$22,021.00; 7% OVERHEAD \$1,541.47; TOTAL \$23,562.47
7. Appropriations are budgeted in 621100! 40081! 3665! (Index#) 3590 (Subobject)

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

Appropriations are available and will be encumbered.

Contract No. CO 02315 Date 11-30-00

GARY A. KNUTSON, Auditor - Controller

BY F. Sillanpaa Deputy.

JES:mg

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 PUBLIC WORKS DEPARTMENT (Agency).

Remarks: DM (Analyst)

By [Signature] County Administrative Officer Date 12/1/00

Agreement approved as to form. Date _____

Distribut on:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ORANGE
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 _____

_____ 19 _____ By _____ County Administrative Officer Deputy Clerk

83
(6/95)