



BOARD OF SUPERVISORS AGENDA: January 9, 2001

January 2, 2001

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz CA 95060

**SUBJECT: Approval of Contract to Amend an Environmental Impact Report for
Waldorf School Project**

Members of the Board:

The preparation of the Environmental Impact Report (EIR) that is required for an application by the Waldorf School to expand the existing school program has been underway for some time. The initial contract with E.M.C. Planning Group to prepare the EIR was approved by your Board and a draft EIR (DEIR) was released for public review in March 1999. The applicant has proposed revisions to the project which necessitate an amendment to the EIR contract to provide for an adequate analysis of project effects. The amendment to the contract will result in a revised DEIR that will be circulated for public review and comment. After the close of the comments period a Final EIR will be published that will include responses to comments from both rounds of public review of the draft document.

The consultant contract (Attachment 1) provides for a scope of work which will provide for a thorough analysis of the environmental issues of the project as they relate to the revisions. The estimated cost for the preparation of the revised DEIR is \$12,858. This contract requires approval by your Board because the cost associated with the contract exceeds the \$10,000 administrative limit set by your Board for EIR contracts (Resolution 418-97). The Waldorf School will provide the necessary funds to complete the EIR. The applicant contract (Attachment 2) is the agreement for the applicant's additional financial responsibilities towards preparation of the revised DEIR.

It is therefore RECOMMENDED that your Board authorize the Planning Director to approve a contract with EMC Planning Group in the amount of \$12,858 to complete the

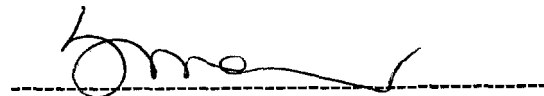
Environmental Impact Report for the proposed Waldorf School Expansion project (Attachment 1); and approve an agreement with the Waldorf School (Attachment 2) in the same amount to provide the funds to complete this work.

Sincerely,



ALVIN D. JAMES
Planning Director

RECOMMENDED:



SUSAN MAURIELLO
County Administrative Officer

Attachments:

- 1 - Consultant Contract with ADM-29 Form
- 2 - Applicant Contract with ADM-29 Form

cc: Sara Walsh, Waldorf School of Santa Cruz,
Diedre Hamilton, Hamilton-Swift Land Use Consultants
Beth L. Hamilton, Attorney for Waldorf School of Santa Cruz
Elaine Hansen, EMC Planning Group

AJ/pxl/C:\MyFiles\active\waldorf\board letter. amdn IO-OO.wpd

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of , 20 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and EMC Planning Group, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: **Revise the Draft Environmental Impact report for the Waldorf School Expansion, dated February, 1999. See Attachment 1 for the Scope of Work.**

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: **Per rates set forth on Attachment 2.**

3. TERM. The term of this contract shall be: **From date of Board approval to June 30, 2001.**

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

INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS: CONTRACTOR shall exonerate indemnify defend and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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.

Any and all Federal State and Local taxes, charges, fees, or contribution! required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and

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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 ____ / ____

(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 \$ N/A combined single limit. This insurance coverage shall not be required of both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here MS / ____

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:

Santa Cruz County Planning Department
Attn: Fiscal
701 Ocean Street Room 418
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:

Santa Cruz County Planning Department
Attn: Fiscal
701 Ocean Street Room 418
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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith

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effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

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

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

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are

significant secondary factors which indicate that CONTRACTOR is an independent contractor.

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

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

10. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): **Attachments 1 and 2** not OK

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: [Signature] B y : _____

Address: **99 Pacific Street**
Monterey, CA 93940

Telephone: **831-649-1799**

2. APPROVED AS TO INSURANCE: 3. APPROVED AS TO FORMS

By: [Signature] 12-27-2000 By: [Signature]
Risk Management County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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Proposal

0384

Scope of Work Through Completion of Draft EIR

Task 1: Project Initiation

This task includes project contract execution and finalization of scope of services, preparation of project and contract files, preparation and monitoring of project budgets, and coordination of personnel.

Task 2: Meeting With the County

Our firm will meet with County staff, and the applicant if appropriate, to discuss the proposed project, scope of services, and schedule.

Task 3: Administrative Draft EIR (Volume I) and Technical Appendices (Volume II)

Note: The EIR will be prepared in three volumes: Volume I (Draft EIR); Volume II (Technical Appendices); and Volume III (Final EIR-Response to Comments). All three volumes will be printed on recycled paper.

This task will consist of revising the previous Draft EIR to address the impacts associated with the changes in the project description. The specific changes to the previous Draft EIR are presented in the section of this proposal titled "Changes to the Draft EIR".

Our firm will prepare the administrative draft EIR in the format presented in the original Draft EIR. Upon completion of the administrative draft EIR, our firm will print and deliver five (5) copies to the County for review and comment.

Our firm will prepare the technical appendices as Volume II, and print and deliver five (5) copies to the County for public use.

Task 4: Draft EIR (Volume I)

Upon completion of the County's review of the administrative draft EIR, our firm will meet with County staff to obtain and discuss the County's comments. The County's comments will be incorporated into the draft EIR.

Upon completion of the draft EIR, our firm will print and deliver forty-five (45) copies to the County for public review. **0385**

Payment Schedule

EMC Planning Group agrees to the following payment schedule through completion of the Draft EIR:

- 20 percent upon initiation of the contract amendment
- 40 percent upon submittal of the Administrative Draft EIR
- 40 percent upon submittal of the Draft EIR

Changes to the Draft EIR

Section One

Summary. The summary will be update based upon changes in the body of the Draft EIR.

Introduction-History. The introduction will be revised to include a history of the environmental review of the proposed project, focusing on the need to revise and re-circulate the Draft EIR.

Project Description. The project description will be revised to include the revisions to the site plan, the landscape plan, the grading and drainage plans, and the clarification of extracurricular activities. The proposed site plan and grading and drainage plans have been revised to include the following changes:

- Use of the play field for overflow parking (managed and unmanaged parking plans), as has historically occurred on the project site;
- Relocated “multi-use” court;
- Realignment of the north entrance road;
- Change in the drainage pipe outfall; and
- New retaining walls.

The site plan and grading and drainage plans will be described textually, and in figures. The extracurricular activities will be included in a table.

Section Two

0386

Geology and Soils. Minor modifications will be made to this section based upon the changes in the revised site plan and revised grading and drainage plan.

Surface Water Hydrology. This section will be revised based upon the evaluation of the revised grading and drainage plan as presented in the scope of work for Robert L. DeWitt and Associates, contained in Attachment A.

Groundwater Hydrology. This section will be revised to address the impacts from parking automobiles on the playfields.

Transportation/Circulation. This section will be revised based upon the evaluation of the revised site plan and managed and unmanaged parking plans as presented in the scope of work for Higgins Associates, contained in Attachment B.

Plants and Wildlife. This section will be revised to address the impacts, associated with the revised plans, on the Santa Cruz cypress trees-both potential loss of, and effects upon, from grading and construction activities. This section will also address the feasibility of planting a tree in the location of the drainage detention chamber as identified on the revised site plan and landscape plan.

Noise. This section will not be revised.

Air Quality. This section will not be revised.

Visual Resources. This section will be revised to address the changes in impacts associated with the revised site plan.

Public Services. This section will be revised only to include additional documentation provided by the applicant. No new analysis will be performed.

Section Three

Unavoidable, Significant, Adverse, Environmental Impacts. This section will be revised if there are any unavoidable impacts identified in Section Two.

Growth-Inducing Impact. This section will not be revised.

Cumulative Impacts. This section will be revised as necessary.

Alternatives. This section will be revised to include development of a new alternative to address mitigating the impacts associated with the revised project description. The new alternative site plan will identify the Santa Cruz Cypress trees and indicate how they will be affected by the alternative.

Section Four

Section four will be revised to reflect any applicable changes in Sections one, two, and three.

0387

Costs Through Completion of Draft EIR

Personnel Costs/Hours					
Task	Wissler (\$130)	Hansen (\$120)	James/ Jangaard (\$90)	Stack (\$65)	Totals
1. Project Initiation		3			\$360
2. Meeting		4			\$480
3. Prepare ADEIR	4	30	8	4	\$5,100
4. Prepare DEIR (Meeting)		16		4	\$2,180
Subtotal	4	53	8	16	\$8,120
Other Costs					
Printing/Copying					\$450
Mileage					\$70
Communication/Delivery					\$75
Materials					\$19
Administrative Overhead (10%)					\$60
Subtotal					\$674
Subconsultants					
Higgins Associates					\$2,710
Robert L. DeWitt and Associates					\$985
Subconsultant Overhead (10%)					\$369
Subtotal					\$4,064
Total					\$12,858

Notes:

1. Budget includes two, 2-hour meetings with County staff.
2. Cost for the project manager to attend additional meetings will be billed at our firm's published hourly rates.
3. Cost assumes the scope of work will be completed by December 31, 2001. Delays beyond December 31, 2001 may be subject to a contract amendment.
4. Deliverables include responses to comments of previous Draft EIR, with responses to comments of this revised contract Draft EIR to be covered under separate contract.



Fee Schedule

(Effective January 1, 2000)

<u>Personnel</u>	<u>Hourly Billing; Rate</u>
Senior Principal	\$175.00
Principal	\$150.00
Planning Manager	\$130.00
Principal Planner	\$120.00
Senior Planner	\$100.00
Associate Planner	\$90.00
Assistant Planner	\$75.00
Administrative Assistant	\$65.00
Office Assistant	\$45.00
<u>Expenses</u>	<u>Rate</u>
Mileage	\$0.35 (Per Mile)
Photocopying	\$0.10 (Per Copy)

This fee schedule is exclusive of direct reimbursable expenses, such as wordprocessing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus ten percent (10%) for administration. All outside services are billed at cost plus ten percent (10%) for administration. This fee schedule is subject to change at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a 50 percent mark-up.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: PLANNING

0389

(Signature) 12/2/00 (Date)
(Dept.)

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

- Said agreement is between the County of Santa Cruz Planning Dept. (Agency)
and EMC Planning Group, 99 Pacific Street, Suite 155F, Monterey CA 93940 (Name & Address)
- The agreement will provide environmental impact analysis of certain revisions that the applicant has made to the proposed project, including use of the playfield to provide overflow parking, relocated multi use court, realignment of an entrance road, etc.
- The agreement is needed to amend the original agreement because the analysis must be updated to accommodate the revisions the applicant has proposed.
- Period of the agreement is from January 9, 2001 to June 30, 2001
- Anticipated cost is \$ 12,858 ~~XXXXXX~~ XXXXXX (Not to exceed)
- Remarks: No cost to County. Costs are paid by applicant
- Appropriations are budgeted in 135454 (Index#) 3655 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 00-02331 Date 12-28-00
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 Planning Director to execute the same on behalf of the Planning Department (Agency).

Remarks: GS (Analyst) By [Signature] County Administrative Officer Date 1/2/01

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - XXXXXX
Co Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
To Orig. Dept. if rejected.

State of California) ss
County of Santa Cruz)
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 _____ Deputy Clerk

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APPLICANT

Application No. 94-0608

Assessor's Parcel No. 68-081-09,27

AGREEMENT FOR PREPARATION OF A REVISED DRAFT
ENVIRONMENTAL IMPACT REPORT

THIS AGREEMENT is entered into and effective this _____ day
of _____, 20____, by and between Santa Cruz Waldorf School
Association (hereinafter referred to as "Applicant") and the County of Santa Cruz
(hereinafter called "County").

WITNESSETH THAT:

WHEREAS, the Santa Cruz Waldorf School Association (hereinafter called
"Applicant") has filed with the County an application for a discretionary action on the
part of the County; and,

WHEREAS, the County has determined that review of said application will require
revision of the Draft Environmental Impact Report dated February, 1999 ; and,

WHEREAS, County policy places the burden of the cost of all work necessary for
the preparation and review of said revised Draft Environmental Impact Report upon
the Applicant; and,

**Applicant Agreement for Preparation
of Revised Draft Environmental Impact Report
by Consultant**

0391

WHEREAS, County has arranged for performance of said work through the services of a qualified Consultant and has notified the Applicant of the nature of said arrangement including the selection of personnel, scope of work, and estimated cost; and,

WHEREAS, said revised Draft Environmental Impact Report is to be completed by June 30, 2001; and,

WHEREAS, the fee for the preparation of said revised Draft Environmental Impact Report has been negotiated to include \$12,858 as full compensation of said Consultant; and,

WHEREAS, the fee for County review and processing of said Report is to be based on an actual cost basis and is to be billed monthly payable within 30 days;

WHEREAS, Applicant has made payment to the County in the full amount of said negotiated fee (\$12,858 total)

NOW, THEREFORE, the parties hereto mutually agree as follows:

Upon execution of this agreement, pursuant to the Santa Cruz County Environmental Review Guidelines and applicable statutes and ordinances, the County shall take all necessary steps to prepare and review the aforementioned revision to the Draft Environmental Impact Report, including entering into an agreement for services with said Consultant. Said agreement by and between County and Consultant shall be attached hereto as Exhibit "A" and by reference made a part thereof.

The Applicant shall provide the Consultant with whatever background information is needed to complete the report within 10 days of the starting date specified on Page 1 of this agreement.

The County shall deposit Applicant's payment into a fund set up for collection and distribution of funds involved in the preparation and review of the revised Draft EIR.

If, in the opinion of the County, additional copies of the revised Draft Environmental Impact Report are necessary to provide adequate copies for public review, the County shall print such copies and the applicant shall reimburse the County for the actual cost of printing.

Upon satisfactory completion of the preparation and review of said Draft Environmental Impact Report, County shall pay from said funds the above mentioned Consultant fee and bill the applicant the appropriate fee for review and processing.

The County shall furnish Applicant with a copy of said revised Draft Environmental Impact Report.

Either the County or Applicant may terminate this agreement by presentation to the other party hereto of written notice of said termination ten (10) days prior to the effective date of said termination. County shall also retain reimbursement for staff costs incurred prior to said date of termination (based upon hours spent). County shall reimburse Applicant for any portion of above mentioned payment by Applicant

Applicant Agreement for Preparation
of Revised Draft Environmental Impact Report
by Consultant

0392


in excess of said costs. Termination of this agreement at any point by the applicant shall constitute abandonment of the project.

No alteration or variation in the terms of this agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the County and the Applicant have executed this Agreement to the effective date which shall be the date of execution by the County as written below.

COUNTY OF SANTA CRUZ

BY _____
County Administrative Officer

BY _____
Applicant

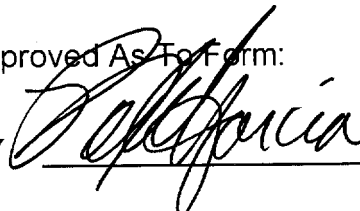
DATE _____

DATE 13 Dec 2000

ATTEST:

BY _____
County Clerk

Approved As To Form:

BY _____
BY

eirc-app/cr/024

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0393

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

FROM:

Planning

(Dept.)

(Signature) 12/27/00 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
and, Waldorf School, 2144 Empire Grade Rd., Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide for the preparation of environmental impact analysis of certain
revisions that the applicant has made to the proposed project.

3. The agreement is needed to amend the original agreement because the analysis must be updated
to accomodate the proposed revisions to the project.

4. Period of the agreement is from January 9, 2001 to June 30, 2001

5. Anticipated cost is \$ Revenue 12,858 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: No cost to County; cost is paid by applicant.

7. Appropriations are budgeted in 135454 (Index#) 2055 (Subobject) 1324

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

Appropriations are available and have been encumbered. Contract No. R-582 Date 12/28/00

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
Planning Director to execute the same on behalf of the Planning Department

(Agency). County Administrative Officer

Remarks: GG (Analyst) By [Signature] Date 01/02/01

Agreement approved as to form. Date _____

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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 Clerk