

# **County of Santa Cruz**

#### **DEPARTMENT OF PUBLIC WORKS**

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070 (831) 454-2160 FAX (931) 454-2395 TDD (931) 454-2123

AGENDA: MARCH 20, 2001

March 8, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS 701 Ocean Street
Santa Cruz, California 95060

SUBJECT: WEED ERADICATION AT CLOSED BEN LOMOND LANDFILL

Members of the Board:

In 1995, after final closure activities were concluded at the Ben Lomond Landfill, your Board approved an agreement with Greening Associates to complete a large native vegetation restoration project. The restoration was necessary to remediate impacts to the adjacent Zayante Sand Hills habitat impacted by sand excavation activities that had occurred on-site for the previous several decades. Sand was used on this site for daily landfill covering activities.

The remediation work is complete and was very successful. However, in order to maintain the remediation site in a natural form, it is necessary to undertake an invasive weed eradication program to eliminate non-native weeds that have established on-site. Two weed species of particular concern are French broom and star thistle. French broom, as we are all aware, is an ongoing invasive weed problem throughout the county. French broom has now moved into the closed landfill site in areas near the restoration project, but is not yet well established. Star thistle is also a problem, but primarily in grassland areas of the county. This weed species has become well established in the closed landfill's vegetative cover soil and poses the greatest threat to the restoration project.

The Community Action Board's (CAB) Natural Resources and Employment Program (NREP) has previously done some initial weed removal work on the closed Ben Lomond Landfill site under purchase order. However, we are proposing to drastically increase the weed eradication efforts this year to protect the final work completed on the restoration project. NREP has extensive experience in removal and control of non-native weed species without the use of pesticides, which is essential in this case to protect other erosion control vegetation on the closed landfill cover. This weed eradication project will be completed without the use of pesticides in conformance with County policies and objectives.

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Attached you will find an agreement and proposal for CAB's weed eradication services at the closed Ben Lomond Landfill for a not-to-exceed amount of \$15,000.00. Sufficient funds are available in the Ben Lomond Landfill Post-Closure Maintenance Fund for this purpose.

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

- 1. Approved the attached independent contractor agreement with the Community Action Board, Natural Resources and Employment Program for weed eradication services at the closed Ben Lomond Landfill.
- 2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

RPM:bbs

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Jerry Busch, Community Action Board

Public Works Department

Contract No.	
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0195

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 20th day of March, 2001 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and COMMUNITY ACTION BOARD, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct invasive, non-native weed eradication services at the closed Ben Lomond Landfill as outlined in the attached project estimate marked Exhibit "A".
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Contractor shall receive monthly progress payments in accordance with tasks outlined in the attached project estimate marked Exhibit "A". Payments for services performed shall not exceed \$15,000. Charges will be made in accordance with labor rates, equipment and material charges included under the attached proposal.
- 3. In the Bernon of this deconstrapt shall be: v = 1 + t = 0, v = 3 + 0, v = 3 + 0.
- 4. <u>EARLY TERMINATION.</u> Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> 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.
- 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. <u>INSURANCE</u>. 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 CONTRACTORS 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 in	surance coverage shall not be required if the CONTRACTOR has
no employees and c	ertifies	to this fact by initialing here

(2) Automobile Liability Insurance for each of CONTRACTOR's
vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned
by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of
\$500,000 combined single limit per occurrence for bodily injury and property damage. This
insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material
part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this
fact by initialing here/

- (3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.
- (4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_/\_\_\_.

#### 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: R. PATRICK MATHEWS

COUNTY OF SANTA CRUZ 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:

R. PATRICK MATHEWS

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY.</u> 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,

Page 3

- (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. <u>INDEPENDENT CONTRACTOR STATUS</u>, 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.

<u>PRINCIPAL TEST:</u> 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.** <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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

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- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAIMS.</u> 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. <u>ACKNOWLEDGMENT.</u> CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.
- 15. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: Exhibit "A', project estimate

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

CONTRACTOR

COUNTY OF SANTA CRUZ	COMMUNITY ACTION BOARD
By:	By: Christing warming
Director of Fabric Works	Address: 501/Soquel Ave. Suite E Santa Cruz, CA 95062
	Telephone: (83 1) <b>457-</b> 1741
APPROVED AS TO FORM:	FAX: (83 1) 457-0617
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By 1) Wae 5-8-01	
Chief Assistant County Counsel	

RPM:bbs

**BLLB** 

COLINITY OF CANTA CDLIZ

DISTRIBUTION: Auditor-Controller

Contractor Public Works





# COMMUNITY ACTION BOARD of Santa Cruz County, Inc. Natural Resources and Employment Program

501 Soquel Avenue, Santa Cruz, CA 95062

Phone: 831/457-1741 . Fax: 831/457-0617 • E-mail: nrep@cruzers.com

#### PROJECT ESTIMATE

# Weed Eradication, Ben Lomond Transfer Station February 28, 2001

The following proposal and estimate is for labor and materials to eradicate invasive vegetation at the Ben Lomond transfer station operated by the County of Santa Cruz. The estimate includes the following activities:

- 1. Cut down all star thistle growing inside the transfer station boundary fence. This estimate covers initial removal only, but could be extended by mutual agreement to cover maintenance later in the growing season
- 2. Pull out by the roots or cut and tarp as appropriate French broom specified by County Public Works staff. NREP will load and unload any vehicle provided by the County to move the French broom to the appropriate disposal area.

The labor and other associated costs will be billed at the following rates:

# **LABOR RATES (HOURLY):**

Director \$24.75 Supervisor \$19.25 Crew \$9.25

### **OPERATING EXPENSES:**

Transportation \$35.00/day, or \$0.35/mile, if private vehicle is used

Chainsaw operation \$25/day per saw Weedwacker operation \$30/day per unit

Generator operation \$20/day

# **MATERIALS AND SUPPLIES:**

Safety cost

The client will be billed for actual costs, based on the above rates. In addition, a 15% administrative fee will be added to the total of the above costs. The rates in this estimate are good through December 31, 2001. The cost of star thistle cutting and removing French broom is not to exceed \$15,000. The estimated duration of work is 10 days for star thistle cutting and 10 days for French broom eradication.

The County agrees to make payments within 30 days of being invoiced by (CAB/NREP). If a bill is unpaid after 30 days, a 5% late fee will be added to the total.

NREP will maintain separate budgetary accounts for all project expenses and can provide copies of the account statements for the client, on request.

The crew is equipped with chainsaws and most basic hand tools and other gear; however, Materials and Supplies will be billed as noted.

erry Busch Date

Director

Natural Resources and Employment Program

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COUNTY OF SANTA CRUZ
DEPT. OF PUBLIC WORKS
701 OCEAN ST., ROOM 410
SANTA CRUZ, CA 95060

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE ME
EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL INCYMMENTALIAL

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

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

2001

SANTA CRUZ CA 95060

161 1702 - 01 POLICY NUMBER!

CERTIFICATE EXPIRES!

- DEPT OF PUBLIC COUNTY OF SANTA CRUZ ATTN SUSANN RUGBERG 701 DCEAN STREET ROOM 410

COUNTY PUBLIC

WORKS

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. 30

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

We will also give you XXN 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 clescribed herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

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

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS NOTICE EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY 501 SDRUEL AVE STE E SANTA CRUZ CA 95062



# COUNTY OF SANTA CRUZ

# REQUEST FOR APPROVAL OF AGREEMENT

TO:	Board of Supervisors County Administrative Officer County Counsel Auditor-Controller		FROM: PUBI	IC WORKS (Signature)	(Dept.) ure) <u> </u>
The	Board of Supervisors is hereby requ	Jested to approve the a	ttached agreement a	nd authorize the execution	on of the same.
	Said agreement is between the COMMUNITY ACTION Bond 501 Sosuel Avenue,	DAKT		5062	(Agency) (Name & Address)
2.	The cgreement will provide <u>for</u> Ben Lomond Landfill		ion services	at the County'	s closed
3.	The cgreement is needed, becaus	e the work car	n be handled	most expeditio	usly-by contract.
4.	Period of the agreement is from	Board Approva	ıl		2001
5.	Anticipated cost is \$ 15,000.0	0		(Fixed omount; !	Monthly rate; Not to exceed)
6.	Remarks: Contract \$15,00	0.00; 7% Overh	nead <b>\$1,050.0</b>	0; Total \$16,05	0.00
7.	Appropriations are budgeted in 6.5			(Index#)	
Ap	propriations are not available and h	ave been encumbered.	GARY A. K	NUTSON Auditor - Cont	
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Pυ	ublic Works	(Age		<b>C</b> ounty Administrative	Officer
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