



# County of Santa Cruz

0161

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

### AGENDA: SEPTEMBER 25, 2001

September 13, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: SAN VICENTE CREEK STREAMBANK PROTECTION PROJECT

Members of the Board:

The subject project was nearly complete when construction was suspended in December 1998 per the requirements of the National Marine Fisheries Service and the State Department of Fish and Game. Construction has not resumed due to possible construction impact on the creek habitat. On April 6, 2000, Public Works staff met in the field with representatives from the National Marine Fisheries, the Department of Fish and Game, the County's Planning Department and the Natural Resources Conservation Service to determine work needed to complete the project. The remaining items involve additional grading and revegetation. Public Works solicited proposals for restoration and revegetation work and through a competitive process has selected Salix Applied Earthcare as the most qualified to perform the work. Attached is an independent contractor agreement in the amount of \$24,755 with Salix Applied Earthcare to complete the project.

Funding for this project was provided by the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) and the Governor's Office of Emergency Services (OES). The NRCS has approved reimbursing the County in a not-to-exceed amount of \$20,500 for the cost of completing the project. The terms and conditions of their contribution are the same as their original agreement with the County regarding the subject project. The OES will fund a matching amount of \$6,200.

The cost in the amount of \$8,800 for design, inspection and administration of the project will be funded by the Zone 4 Flood Control and Water Conservation District. To provide appropriations for this portion of the project, a budget transfer from contingencies will need to be approved by your Board.

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

1. Approve the attached independent contractor agreement with Salix Applied Earthcare in the not to exceed amount of \$24,755.
2. Adopt the attached resolutions accepting and appropriating unanticipated revenue from the Natural Resources Conservation District in the amount of \$20,500 and from the Office of Emergency Services in the amount of \$6,200.
3. Approve the attached AUD-74 transferring \$8,800 in appropriations from contingencies within the Zone 4 budget.
3. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

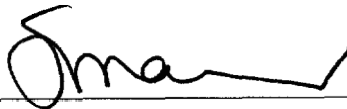


ALVIN D. JAMES  
Planning Director

RJF:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Salix Applied Earthcare  
Rich Casale, USDA, Natural Resources Conservation Service  
Rixon Rafter, USDA, Natural Resources Conservation Service  
Planning Department  
Public Works Department

SANVB

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

0163

RESOLUTION NO. \_\_\_\_\_

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 U. S. Department of Agriculture, Natural Resources Conservation Service (NRCS) for the San Vicente Creek Streambank Protection Project; and

WHEREAS, the County will receive finds in the amount of \$20,500 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 finds 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 finds in the amount of \$20,500 into the Public Works Department:

REVENUE				
T/C	INDEXNO.	SUBJECTNUMBER	ACCOUNT NAME	AMOUNT
001	601000	1098	NRCS	\$20,500

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

EXPENDITURE					
T/C	INDEXNO.	SUBJECT	WA	ACCOUNT NAME	AMOUNT
021	601000	3590	63001	DPW Services	\$20,500

\*\*\*\*\*

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 Thomas B. Olsen  
Department Head

Date 9/10/01

\*\*\*\*\*

COUNTY ADMINISTRATIVE OFFICER   10  /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 \_\_\_\_\_, 2001, 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:

APPROVED  
AS TO ACCOUNTING DETAIL:

DM Rae 9-12-01  
Chief Assistant County Counsel

Anthony V. Vito 9/12/01  
Auditor-Controller

Distribution: Auditor-Controller  
Public Works Department

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

0165

RESOLUTION NO. \_\_\_\_\_

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 Governor's Office of Emergency Services for the San Vicente Creek Streambank Protection Project; and

WHEREAS, the County will receive funds in the amount of \$6,200 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 \$6,200 into the Public Works Department:

REVENUE					
T/C	INDEXNO.	SUBJECT NUMBER	ACCOUNT NAME	AMOUNT	
001	601000	0810	St-Natural Disaster	\$6,200	

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

EXPENDITURE					
T/C	INDEXNO.	SUBJECT	WA	ACCOUNT NAME	AMOUNT
021	601000	3590	63001	DPW Services	\$6,200

\*\*\*\*\*

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 Thomas Bolin  
Department Head

Date 9/10/01

\*\*\*\*\*

0166

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 \_\_\_\_ day of \_\_\_\_\_, 2001, 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:

APPROVED  
AS TO ACCOUNTING DETAIL:

D. McPae 9-12-01  
Chief Assistant County Counsel

Adam J. Vily 9/11/01  
Auditor-Controller

Distribution: Auditor-Controller  
Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

0167

THIS CONTRACT is entered into this 25th day of September 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SALIX APPLIED EARTHCARE, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Streambank stabilization and revegetation on San Vicente Creek per the attached project plans and specifications.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: The COUNTY shall reimburse the CONTRACTOR based on a force account payment (time and materials) for the various items of work per the cost proposal included within the project's plans and specifications, not to exceed \$24,755.

3. TERM. The term of this contract shall be: From Board approval until 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 \_\_\_\_\_ / \_\_\_\_\_

0168

**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 \$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:

0169

RACHEL FATOOHI  
DEPARTMENT OF PUBLIC WORKS  
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:

RACHEL FATOOHI  
DEPARTMENT OF PUBLIC WORKS  
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 Equal Employment Opportunity 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: Project plans and specifications.

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
SALIX APPLIED EARTHCARE

John McCullah

By: \_\_\_\_\_  
Director of Public Works

By: \_\_\_\_\_

Address: 491 South Street  
Redding, CA 96001

Telephone: (530)247-1600  
FAX: (530) 247-1601  
E-MAIL info@salixaec.com

APPROVED AS TO FORM:

By:   
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

RJF:bbs

SALIXB

**COUNTY OF SANTA CRUZ**  
 REQUEST FOR TRANSFER OR REVISION  
 OF BUDGET APPROPRIATIONS AND/OR FUNDS

0172

Department: PLANNING

Date: 9/10/01

TO: Board of Supervisors / County Administrative Officer / District Board

I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, ~~2001~~ 2002

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6			

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBJECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T R A N S F E R	T O	0, 2, 1	1, 3, 5, 4, 6, 2	3, 5, 9, 0	88,000.00	DPW Services
F R O M		0, 2, 2	1, 3, 5, 4, 6, 2	9, 6, 9, 5	88,000.00	Contingencies

Explanation:

To transfer funds to DPW Services to fund the design, inspection and administration portion of the San Vicente Creek Streambank Protection Project.

Name Nancy McCollum Title Fiscal Officer

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.

Auditor-Controller, by Adm. J. Vey, Deputy Date 9/10/01

RJE:bbs

County Administrative Officer's Action:  Recommended to Board |  Approved |  Not Recommended or Approved

County Administrative Officer Paul Duff Date 9/18/01

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
 County of Santa Cruz } duly entered in the minutes of said Board on

\_\_\_\_\_, 19\_\_\_\_, By \_\_\_\_\_, Deputy Clerk

(A-C)\* Desc: \_\_\_\_\_ Item: \_\_\_\_\_ - Budget Transfer

A-C Review		

Distribution: BRD. NAME AGENDA DATE ITEM NO.  
 White-Board of Supervisors 41 Green-County Administrative Officer Goldenrod-Departmental Control Copy  
 Yellow-Auditor-Controller Pink-Originsting Department

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0173

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 9/10/01 (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)
SALIX APPLIED EARTHCARE
and 491 South Street, Redding, CA 96001 (Name & Address)
2. The agreement will provide San Vicente Creek Streambank Stabilization and Revegetation
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, 2002
5. Anticipated cost is \$ 24,755.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$24,775.00; Overhead \$1,732.85; Total \$26,487.85
7. Appropriations are budgeted in 601000 ! 63001 ! 3596 ! (Index#) 3590 (Subobject:

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

Appropriations are available and have been encumbered. Contract No. 12597 Date 9/11/01
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
Director of Public Works to execute the same on behalf of the Department of
Public Works (Agency).
County Administrative Officer

Remarks:
By [Signature] Date 9/18/01
Agreement approved as to form. Date

RJF:bbs

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Canary
Audi-or-Controllor - Pink
Originating Dept. - Goldonrod
\*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
Deputy Clerk