



# County of Santa Cruz

0189

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## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(831) 454-4066 FAX: (831) 454-4770

HEALTH SERVICES AGENCY  
ADMINISTRATION

December 27, 2001

**AGENDA: January 15, 2002**

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

**Subject: Contracts for San Lorenzo Watershed Plan Update**

Dear Members of the Board:

On March 7, 2000, your Board authorized Environmental Health to obtain grant funds from the California Coastal Conservancy and the U.S. Environmental Protection Agency (EPA) to augment fisheries and water quality investigations associated with the update of the San Lorenzo River Watershed Management Plan. On October 24, 2000, you authorized the Health Services Agency (HSA) to enter into a contract with Swanson Hydrology and Geomorphology to prepare a salmonid enhancement plan utilizing the Coastal Conservancy funds. HSA now recommends that you authorize an extension of the term of that contract and that you authorize entering into a contract for bacterial source assessment using the EPA funds.

The 1979 San Lorenzo Watershed Management Plan is a comprehensive plan that addresses issues of water quality protection, erosion control, flooding, water supply, streamflow protection, fisheries protection, and biotic resources. Your Board adopted the Plan in 1979 and many of the Plan recommendations have been successfully implemented. In 1995, the County received from the State a Federal Clean Water Grant to evaluate the success of Plan implementation and to develop recommendations for further action, as necessary. This effort was to particularly address erosion control and water quality of the lower River. The draft sections on water quality and sediment control have been completed and are currently being circulated for public and agency review. The fisheries and water resources sections will be completed this spring, based on findings from the salmonid enhancement plan. The overall plan update will be brought to your Board for consideration at that time.

The term of the contract for the salmonid enhancement plan now needs to be extended to April 30, 2002, provide enough time to complete the work. In addition the appropriations for this fiscal year need to be increased to allow expenditure of the full contract amount, including amounts unspent from prior fiscal years. The total contract amount and scope of work remains unchanged.

The EPA funds were provided to increase integration of water supply concerns with overall water quality planning efforts and to further support the identification of sources of impairment in the San Lorenzo Watershed. Elevated levels of fecal coliform bacteria are one of the primary causes of water quality impairment, impacting both recreation and water supply. Although it is known that the primary sources of bacterial contamination are urban runoff, domestic animals, wildlife, septic systems and sewer systems, the relative contribution from each source has not been confirmed. This information is necessary to guide further management efforts.

During the past several years, Dr. Mansour Samadpour at the University of Washington has developed a technique to identify sources of bacteria using genetic fingerprinting. This has now been successfully applied in several other coastal areas of California. Environmental Health staff proposes to contract with Dr. Samadpour's company, Molecular Epidemiology, to analyze bacteria samples from the San Lorenzo River to determine the sources of elevated bacteria levels during the winter, spring and summer. County staff will collect and prepare the samples and send them to Dr. Samadpour for analysis. If this first work is successful, staff will propose extending this analysis to other parts of the county with grant funds anticipated in 2002.

Funds for both these efforts are currently available in the Environmental Health budget and no new county funds are needed or requested.

It is, therefore, RECOMMENDED that your Board:

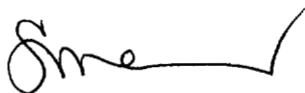
1. Approve the attached agreements with: Swanson Hydrology and Geomorphology, Contract No.2276, increasing the FY 2001-02 amount to \$58,200 and extending the term to April 30, 2002, and with Molecular Epidemiology, a new contract with a maximum amount of \$30,000 through December 31, 2002, and authorize the Health Services Administrator to sign.

Sincerely,



Rama Khalsa, Ph.D.  
Health Services Administrator

RECOMMENDED



Susan A. Mauriello  
County Administrative Officer

cc: County Administrative Office  
County Counsel  
Auditor-Controller  
HSA Administration  
Environmental Health Services

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain agreement dated October 24,2000, by and between the COUNTY OF SANTA CRUZ and SWANSON HYDROLOGY AND GEOMORPHOLOGY, by:

1. Amending Section 3, Term, to extend the term of the contract to April 30,2002.

All other provisions of said contract shall remain the same.

DATED: January 15,2002.

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Health Services Agency Administrator

CONTRACTOR:

By: \_\_\_\_\_  
Mitchell Swanson  
Swanson Hydrology and Geomorphology  
115 Limekiln Street  
Santa Cruz, CA 95060

Approved as to form:

*Hanya Oberhelman*  
County Counsel 1/9/02

DISTRIBUTION: CAO  
Auditor  
County Counsel  
Contractor

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0192

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

FROM: Health Services Agency (Dept.)  
SN Velt (Signature) 12/31/1 (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 Swanson Hydrology & Geomorphology, 115 Limekiln Street, Santa Cruz, CA 95060 (Name & Address)
2. The agreement will provide extension of term of prior contract for preparation of a salmonid enhancement plan for the San Lorenzo Watershed.
3. The agreement is needed to extend the term for completion and increase FY 2001-02 appropriations with total cost and all other terms to remain unchanged.
4. Period of the agreement is from 10/15/00 to 04/30/02
5. Anticipated cost is \$ 58,200.00 in FY 01-02 (Fixed amount; Monthly rate Not to exceed)
6. Remarks: Full term of contract is from 10/15/00 to 04/30/02 with a total contract amount not to exceed \$100,000.00 **SECTION I AMOUNT - \$50,000 INCREASE OF \$8,200**
7. Appropriations are budgeted in 362860 (Index#) 3655 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO 12276 ✓ Date 1/2/02  
GARY A. KNUTSON, Auditor - Controller  
By Adam J. Velt Deputy.

CC - 8 INOW II

Proposa reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

\_\_\_\_\_  
(Agency). County Administrative Officer

Remarks: ES (Analyst)

By ES Date 1/03/02

Agreement approved as to form. Date \_\_\_\_\_

Distribute on:  
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.

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 \_\_\_\_\_ Deputy Clerk

Contract No.: \_\_\_\_\_  
Index: 362860  
Account: 3665

Santa Cruz County  
Health Services Agency

Professional Services Agreement

This agreement is entered into this 15th day of January, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MOLECULAR EPIDEMIOLOGY, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: CONTRACTOR is responsible for analyzing strains of bacteria from source samples and water samples to determine the source of the bacteria strains in the water samples, as described in the attached "Exhibit A", which is hereby made a part of this agreement.
2. **COMPENSATION.**
  - A. In consideration for CONTRACTOR accomplishing said services, COUNTY agrees to pay CONTRACTOR \$75.00 for each strain analyzed, with a total amount not to exceed \$30,000.00, for completion of the tasks as shown in Exhibit A.
  - B. CONTRACTOR shall submit invoices for costs incurred quarterly, by the seventh working day of April, July, October, and January. Invoices shall be accompanied by a brief report of results of work completed during the billing period. Promptly after receipt of each invoice, but in no event later than sixty (60) days after its receipt, COUNTY shall make payment thereon to the CONTRACTOR. Payment by COUNTY shall be contingent upon completion of work described in Exhibit A.
  - C. Funds provided under this contract shall not be used for payment of salaries to consultant in excess of the maximum daily rate for GS-18. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this contract.
3. **TERM.** The term of this agreement shall be: from January 15, 2001 to December 31, 2002, unless terminated in accordance with Paragraph 4.
4. **EARLY TERMINATION.** Either party hereto may terminate this agreement at any time by giving thirty (30) days written notice to the other party.
5. **SUBCONTRACTING** CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior approval of COUNTY. COUNTY shall retain final approval authority for any and all "Scope of Services" of subcontractors for this project. The CONTRACTOR shall retain responsibility for satisfactory completion of all tasks to be carried out under any subcontract for work under this project.

CONTRACTOR agrees to include sections 6-11 in all contracts and tier subcontracts directly related to project performance.

6. **AUDIT, ACCESS TO RECORDS**

- A. CONTRACTOR and any subcontractors shall maintain books and records pertinent to performances of all work related to this contract in an adequate manner and in accordance with generally accepted accounting principles and practices. The records must be sufficient to assure that contract funds are allocable to allowable costs.
- B. At all reasonable times during the term of this contract and for five (5) years following final payment and closure of all other pending matters, the State Auditor General, the State Board, EPA, the Comptroller General of the United States, or any of their authorized representatives, shall have access to the records of the CONTRACTOR and any subcontractors related to work performed under this contract and the CONTRACTOR shall make such records available for audit, examination, excerpts, and transcriptions.

C. CONTRACTOR and all subcontractors shall maintain books and records pertinent to performances of all work related to this agreement in an adequate manner and in accordance with generally accepted accounting principles and practices. The records must be sufficient to assure that agreement funds are allocated to allowable costs.

## 7. NONDISCRIMINATION CLAUSE.

A. During the performance of this contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), medical condition (cancer related), marital status, age (over 40), gender, sexual preference, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. 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. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

## 8. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for purposes of paragraphs 11 and 12 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 them 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).

## 9. 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 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 used 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 \$\_\_\_\_\_ combined single limit, if, and only if, this Sub-paragraph 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 related 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 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:

Water Quality Program Manager  
Environmental Health Service  
701 Ocean Street, Room 312  
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:

Water Quality Program Manager  
Environmental Health Service  
701 Ocean Street, Room 312  
Santa Cruz CA, 95060

10. FINAL APPROVAL: CONTRACTOR agrees that all reports, manuals, statistics and any other documentation required under the terms of this Agreement are subject to final approval by the COUNTY's Water Quality Program Manager before project goals and objectives will be considered completed.

11. PARTIAL PERFORMANCE: It is hereby agreed that payments called for under this Agreement are based

on performance of the items listed under Paragraph 1 (Duties). In the event all duties are not completed or delivered, the amount due under this Agreement shall be reduced on a pro-rated basis to be determined by COUNTY.

12. NONASSIGNMENT OF AGREEMENT: CONTRACTOR shall not assign or subcontract this Agreement to a third party unless prior written approval is obtained by COUNTY. Any assignment without such written consent shall automatically terminate this Agreement.
13. SUBCONTRACTS: CONTRACTOR agrees to maintain and make available to COUNTY copies of all written subcontracts.
14. 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: 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 workplace; (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 signature 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.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Health Services Administrator

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

Address: Molecular Epidemiology  
8279 Lake City Way N. E.  
Seattle, WA 98115  
Telephone: (206)660-5090

Approved as to insurance coverage:

*Janet McKimley 12-28-2001*  
County Risk Manager

Approved as to form:

*Marie Costa 12-26-01*  
Assistant County Counsel

Distribution:

County Administrative Officer  
County Counsel  
Auditor-Controller  
Risk Management  
Health Services Agency  
Contractor



0197

consent shall automatically terminate this Agreement.

13. SUBCONTRACTS: CONTRACTOR agrees to maintain and make available to COUNTY copies of all written subcontracts.
14. 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 contractor 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: 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 workplace; (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 signature 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.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: \_\_\_\_\_  
Health Services Administrator

By: Samah 12/27/01

Address: Molecular Epidemiology  
8279 Lake City Way N. E.  
Seattle, WA 98115  
Telephone: (206)660-5090

Approved as to insurance coverage:

\_\_\_\_\_  
County Risk Manager

Approved as to form:

\_\_\_\_\_  
Assistant County Counsel

Distribution:

County Administrative Officer  
County Counsel  
Auditor-Controller  
Risk Management  
Health Services Agency  
Contractor

## **Exhibit A - Scope of Work**

0199

### Task 1 - Source Sample Collection

Santa Cruz County Environmental Health personnel will collect fecal samples from all potential sources of contaminants to the study area. Sources will be: septic systems, sanitary sewers, horse, deer, raccoon, rabbit, opossum, rodents, sea lions, Harbor Seals, seagulls, pigeons, geese, ducks, domestic dog, coyote, domestic cat, bobcat, cow, pig, and goat. Source samples will be identified according to the origin. All source samples will be collected within the San Lorenzo River Watershed. There may be other sources added to supplement this list. All samples will be identified by source, sample location, sample date, and sample number and shipped to Molecular Epidemiology for ribosomal **RNA** typing. Samples will be shipped overnight mail through FedEx, UPS, or another courier that provides overnight service. Molecular Epidemiology will be notified in advance when samples are being sent.

### Task 2 - Water Sample Collection

Santa Cruz County Environmental Health personnel will collect approximately 130 water samples from surface water and storm water runoff for a period of one year beginning in the winter of 2001. Additional analyses may be authorized by the County's Water Quality Program Manager. These samples will be processed for *E. coli* bacteria using the membrane filtration method of analysis with mTEC agar as the growth medium. Live *E. coli* bacteria on plates with 10-60 colonies per plate will be shipped to Molecular Epidemiology for ribosomal RNA typing. All samples will be identified by sample location, sample date, and sample number and sent as outlined above with advance notification.

### Task 3 - Analysis of Strains

Molecular Epidemiology will pick five colonies from each agar plate shipped for confirmation of *E. coli* bacteria. From the positive *E. coli* colonies Molecular Epidemiology will analyze two strains for ribosomal RNA typing to produce a genetic fingerprint of the culture.

### Task 4 - Submittal of Results

Molecular Epidemiology will compare results from ribotyping of unknown source *E. coli* with *E. coli* bacteria isolated from known sources to match bacteria strains. Molecular Epidemiology will provide those results to Santa Cruz County Environmental Health Service in an electronic spreadsheet which includes: sample location, sample date, sample number, and source match identification, if any. A summary of results will also be submitted which will include number of samples analyzed, number of matches with known sources identified, and number unable to match. Molecular Epidemiology will also provide completed ribotyping patterns of all strains sent by Santa Cruz County Environmental Health Service and tested by Molecular Epidemiology.

### Cost

Molecular Epidemiology will analyze at least 260 *E. coli* strains from at least 130 water samples at a cost of \$75.00 per strain, including submittal of results, as described under Task 4. Total cost shall not exceed \$30,000.00, and shall not exceed \$20,000.00 without prior written authorization from the County's Water Quality Program Manager. There shall be no charge for analysis of source strains.

H:\WATRSBED\SLRPLN\contract samadpour.wpd

**AMENDMENT TO AGREEMENT**

The parties hereto agree to amend that certain agreement dated October 24, 2000, by and between the COUNTY OF SANTA CRUZ and SWANSON HYDROLOGY AND GEOMORPHOLOGY, by:

1. Amending Section 3, Term, to extend the term of the contract to April 30, 2002.

All other provisions of said contract shall remain the same.

DATED: January 15, 2002.

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Health Services Agency Administrator

CONTRACTOR:

By: \_\_\_\_\_  
Mitchell Swanson  
Swanson Hydrology and Geomorphology  
115 Limekiln Street  
Santa Cruz, CA 95060

Approved as to form:

J. Rice  
County Counsel

DISTRIBUTION: CAO  
Auditor  
County Counsel  
Contractor

0200

**AMENDMENT TO AGREEMENT**

The parties hereto agree to amend that certain agreement dated October 24, 2000, by and between the COUNTY OF SANTA CRUZ and SWANSON HYDROLOGY AND GEOMORPHOLOGY, by:

1. Amending Section 3, Term, to extend the term of the contract to April 30, 2002.

All other provisions of said contract shall remain the same.

DATED: January 15, 2002.

COUNTY OF SANTA CRUZ

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

Health Services Agency Administrator

CONTRACTOR:

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

Mitchell Swanson  
Swanson Hydrology and Geomorphology  
115 Limekiln Street  
Santa Cruz, CA 95060

Approved as to form:

J. Rice  
County Counsel

DISTRIBUTION: CAO  
Auditor  
County Counsel  
Contractor

TOTAL P.02

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0201

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

FROM: Health Services Agency (Dept.)  
[Signature] (Signature) 12/31/11 (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 Molecular Epidemiology, 8279 Lake City Way, NE, Seattle, WA 98115 (Name & Address)
2. The agreement will provide laboratory analysis and evaluation for genetic fingerprinting and identification of sources of bacteria in water samples.
3. The agreement is needed to assess sources of bacterial contamination in the San Lorenzo River.
4. Period of the agreement is from 01/15/02 to 06/30/02
5. Anticipated cost is \$ 15,000.00 in FY 01-02 (Fixed amount; Monthly rate, Not to exceed)
6. Remarks: Full term of the contract is from 01/15/02 to 12/31/02, with a total contract amount not to exceed \$30,000.00
7. Appropriations are budgeted in 362860 (Index#) 3665 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 12683 Date 1/2/02  
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 \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_

\_\_\_\_\_  
(Agency). County Administrative Officer

Remarks ES (Analyst) By [Signature] Date 1/03/02

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Crig. Dept. if rejected.

DM-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 \_\_\_\_\_

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

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