CREATION: 022102
SOURCE : PUBWK
AGENDATE : 030502
INVENUM : 50435
RESOLUTN : 602002
ORDINANC :
CONTRACT :
CONTINUE :

INDEX -Letter of Public Works Department dated February 21, 2002
-Grant Agreement
-Statement of Work
-Estimated Budget

ITEM 029. ADOPTED RESOLUTION NO. 60-2002 accepting and appropriating unanticipated revenue in the amount of $21,350 from the California Department of Fish and Game for fisheries restoration grant funding, as recommended by the Director of Public Works

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

APPRQVED AND FILED
BOARD OF SUPERVISORS
DATE: 3/5/2002
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY Sharon Mitchell DEPUTY

AGENDA: MARCH 5,2002

February **21,2002**

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

SUBJECT: CALIFORNIA DEPARTMENT OF FISH AND GAME GRANT UNANTICIPATED REVENUE

Members of the Board:

In May 2000 the Department of Public Works submitted an application to the California Department of Fish and Game for SB 271 Fisheries Restoration grant funding for erosion control technical training. We are pleased to report that this application was approved for **$21,350.** The California Department of Fish and Game has submitted an agreement to the County of Santa Cruz to carry out the technical training program as described in the application. The agreement is attached for your review, along with the project description and proposed budget.

Under terms of the agreement, the Department of Public Works will develop and implement training programs to improve our design and maintenance techniques in road, facility, and maintenance operations. Our primary objective is to implement several workshops for both County personnel and the private sector by using the design and maintenance standard's manuals as previously developed by our department. The training for the workshops would be provided by a licensed erosion control specialist, a revegetation specialist, and a biologist. These workshops would assist us in complying with the National Marine Fisheries 4(d) Rule by reducing impacts to salmon and anadromous trout.

As this project was not anticipated during budget hearings, a resolution accepting unanticipated revenue and authorizing receipt and appropriation of grant funding from the California Department of Fish and Game is attached for your Board's approval.

It is therefore recommended that the Board of Supervisors adopt a resolution accepting unanticipated revenue in the amount of $21,350 from the California Department of Fish and Game.

Yours truly,

THOMAS L. BOLICH
Director of Public Works

ERS:mg

Attachment

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works
California Department of Fish and Game

cdfm.wpd

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

RESOLUTION NO. 60-2002

On the motion of Supervisor Almquist
duly seconded by Supervisor Wormhoudt
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz, is a recipient of funds from the CALIFORNIA DEPARTMENT OF FISH AND GAME for THE FISHERY RESTORATION GRANT PROGRAM ; and

WHEREAS, the County will receive funds in the amount of $21,350, 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 $21,350 into the Public Works Department:

T/C	INDEX NO.	REVENUE SUBOBJECT NUMBER	ACCOUNT NAME	AMOUNT
001	621100	0894	STATE-OTHER	$21,350

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

T/C	INDEX NO.	EXPENDITURE SUBOBJECT	WA	ACCOUNT NAME	AMOUNT
021	621100	3590	40083	DPW SERVICES	$21,350

****

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 [signature]
Department Head

Date 2/20/02

AUD60.DOC
(Rev 12/97)

****

COUNTY ADMINISTRATIVE OFFICER /✓/Recommended to Board

/__/Not Recommended to Board

0148

****

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 5th day of March, 2002, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS Pirie, Wormhoudt, Campos, Almquist

NOES: SUPERVISORS None

ABSENT: SUPERVISORS Beautz

ELLEN PIRIE
Vice-Chairperson of the Board

ATTEST: GAIL T. BORKOWSKI
Clerk of the Board

APPROVED AS TO FORM:

Pamela Fyfe
~~Chief~~ Assistant County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

Krayan 03/01/02
Auditor-Controller

Distribution: Auditor-Controller
Public Works Department

STATE OF CALIFORNIA
COUNTY OF SANTA CRUZ

I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of a resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on 3/5 1 2002.

SUSAN A. MAURIELLO, County Administrative Officer

By Sharon E. Mitchell Deputy

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STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FISH AND GAME

Pursuant to Fish and Game Code Section §1501.5 (b), this grant process disburses funds for restoration projects approved by the Director of the Department of Fish and Game. This Grant Award is subject to the following conditions.

1. This Grant Agreement is made to County of Santa Cruz Public Works Department, hereinafter called the 'Grantee," and by the California Department of Fish and Game, hereinafter called the "Grantor."

2. The Grantee agrees to provide all labor, materials, tools, permits, and incidentals necessary to complete Erosion Control Technical Training, in accordance with Exhibit A, which is attached and made a part of this agreement by this reference.

3. This Grant Agreement shall be effective from May 1,2001 through March 31,2003. The Grantee should be aware that time is of the essence and the Grantor expects work will be completed during the first available field season. If the Grantee does not expect to complete the terms and conditions detailed in the Statement of Work during the first available field season, the Grantee must submit a project time line, in writing, to the Grantor's Contract Manager for approval.

4. This Grant Agreement shall not exceed $ 21,350.00, including all taxes, licenses and fees in accordance with the budget detail outlined in Exhibit B, which is attached and made a part of this agreement by this reference.

5. The budget in Exhibit B is an estimate of the Grantee's project costs. If required by actual costs, the Grantor may approve and reimburse expenditures in any of the budgeted categories in excess of the estimated costs provided there are offsetting, decreased expenditures in any other budgeted categories. Such requests for budget category changes must be made in writing to the Grantor's Project Manager. Any cumulative budget category shift in excess of 10% will require a formal amendment hereto.

6. The Grantor's Project Manager is: Marty Gingras, 20 Lower Ragsdale, Suite 100, Monterey, CA 93940, (831) 649-2885.

7. The Grantee's Project Manager is: Valerie Epperson, 701 Ocean Street, Santa Cruz, CA 95060, (831) 454-2160.

8. Prior to any work undertaken under this agreement and any disbursement of funds, the Grantee shall comply with all applicable requirements of the California Environmental

Quality Act (California Public Resources Code Sections 521000-21177).

9. This Grant Agreement does not constitute approval of the project or of any specific project features for purposes of compliance with any state or federal environmental law, including but not limited to the California Environmental Quality Act. Independent review and recommendation will be provided by the Grantor as appropriate on those projects where local, state, or federal permits or other environmental compliance is required.

10. It will be the responsibility of the Grantee to obtain all permits and make all arrangements necessary for its performance hereunder. Written permission must be obtained from landowner(s) for access to perform grant work.

11. No equipment will be purchased with funds provided by the Grantor under this agreement. The Grantor does not have responsibility for loss or damage to rented equipment arising fiom causes beyond the control of the Grantor. The Grantor'sresponsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting fiom the negligent act or omission of the Grantor or its officers, employees, or agents.

    For the purpose of this Grant Agreement, "equipment" shall be defined as all moveable articles of nonexpendable personal property which have: (1) a normal useful life, including extended life due to repairs of four (4) years or more; (2) an identity which does not change with use, i.e., is not consumed by use or converted by fabrication into some other form of property; and (3) a unit cost of $500.00 or more.

12. The Grantor's Project Manager may require the Grantee to submit progress reports and/or coordinate with Grantor personnel as often as deemed necessary, but not more often than once a month.

13. Upon completion of the project, the Grantee shall submit a written report which contains: (1) the grant agreement number, (2) location of work - show project location using U.S.G.S. 7.5 minute topographical map or appropriately scaled topographical map, (3) specific project access using public and private roads and trails, and landowner name and address should be included, (4) a description and analysis of the restoration and planning techniques used, (5) a description of the results of the project, (6) dates of work and the number of person hours expended, (7) labeled before and after photographs of any restoration activities and techniques, and (8) Grant dollars spent and contributed and/or in-kind services used to complete the project.

14. Grant disbursements will be made to the Grantee in arrears, upon receipt by the Grantor of an itemized invoice showing the time period covered and the work items accomplished. Invoices may not be submitted more frequently than monthly, in arrears, and must be submitted with the name and address of the Grantee, and must contain the signature and title of the person submitting the invoice.

15. The Grantee must provide supporting documentation for the invoice and actual receipts upon request of the Grantors project manager. The invoice shall contain the Grant Agreement number, P0030410, and shall be submitted to the attention of the Grantor's Project Manager. In addition, a single copy of the invoice must be sent to the Agreement Coordinator at: Department of Fish and Game, Attn: Javier Gloria, P.O. Box 47, Yountville, CA 94599.

16. Each invoice for payment must be accompanied by a written description, not to exceed one page in length, of the Grantee's performance under this agreement since the time the previous such report was prepared. The report shall describe the types of activities and specific accomplishments during the period for which the payment is being made rather than merely listing the number of hours worked during the reporting period.

17. Grantor shall withhold 10% fiom each and every payment pending fulfillment of the Grantee's obligations herein. Upon completion of the Grantee's obligations, the Grantee must invoice for the payment retention.

18. Any disputes concerning the project or the Grant Agreement shall be resolved by the Project Managers of the Grantor and Grantee. In the event the dispute cannot be resolved by the Project Managers, the dispute shall be referred to the Director of the Department of Fish and Game, whose decision will be final.

19. The Grantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Grant Agreement and for a period of three (3) years after receipt of final payment. During such time, said records shall be made available to the State of California, or their designated representative, for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Grant Agreement or otherwise authorized by the Grantor shall be borne by the Grantee. The audit shall be confined to those matters connected with the Grant Agreement, including but not limited to, the administration and overhead costs.

20. All subcontracts will be made in a manner to provide, to the maximum extent practicable, open and free competition. In order to ensure objective subcontract performance and eliminate unfair competitive advantage, subcontractors that develop or draft work requirements, statements of work, or requests for proposals shall be excluded from competing for such subcontracts.

21. The Grantee and any subcontractors shall permit the Grantor to review and inspect project activities at all reasonable times during the performance period of this Grant Agreement, including review and inspection on a daily basis.

22. The project specifications subject to this Grant Agreement may only be amended in writing by mutual agreement of the Grantor and Grantee.

23. The Grantor may terminate the Grant Agreement upon giving thirty (30) days written notice to the Grantee. In case of early termination, a final payment will be made to the Grantee upon receipt of an invoice covering costs incurred up to notice of termination, based on the portion of work completed.

24. To ensure payment and allow for an adequate mount of time to process the payment(s) and close the appropriation, all invoices for work performed and charged against this grant must be received and approved by the Grantor's Project Manager no later than April 15, 2003.

GRANTOR - State of California	GRANTEE
Department of Fish and Game	County of Santa Cruz Public Works Department
Michael F. Harris	Thomas L. Bolich Director of Public Works
Printed Name of Person Signing	Printed Name and Title of Person Signing
Darlene Hardy for	Thomas L. Bolich
Signature (Authorized)	Signature (Authorized)
Deputy Director, Administration	701 Ocean **Street,** Santa Cruz, **CA** *95060*
Title	Address
Date: 6/7/01	Date: 4/23/01

Amount Encumbered by the Grant Document $ 21,350.00	**Program** (Code and Title) Support/Clearing **Acct. 99**	Fund Title Preservation		Taxpayer's Fed ID Number 94-6000534
Prior Amount Encumbered For This Grant Document $	Optional **Use**			
Total Encumbered by **this** Grant $ 21,350.00	Item 3600-001-200-99	Chapter 52	Statute 2000	Fiscal **Year** 00/01
Index H300	**Object** Code 418	PCA Code *A2070*		Activity Code 121319
I **hereby certify** upon my own personal knowledge that budgeted funds are available **for** the period and purpose of the expenditure stated above.		T.B.A. No.		B.R. No.
Signature **of** Accounting **Officer** X-				Date 6/1/01

EXHIBIT A
STATEMENT OF WORK

Under direction of the Grantor, and under the following conditions and terms, the Grantee will:

1. Provide a minimum of one course session and three project site field meetings to teach road construction and maintenance techniques which reduce impacts to salmon and steelhead trout. These meetings and course sessions will be held in Santa Cruz County for a diverse audience including public agencies and private entities.

2. The course will be designed to:
   a. Facilitate transfer of developed training information among and between road departments and the private sector.
   b. Facilitate development of cooperative relationships among and between county road departments in different ESU's.
   c. Develop information that can be used to improve the training course in anticipation of future offerings.
   d. Provide a forum for the discussion and identification of salmon and anadromous trout migration barrier modification.

3. Provide compiled literature on road management to each course participant and Contract Manager.

4. Provide the Contract Manager with advance notice of when and where the course will be given. This notice shall be provided at least two weeks in advance of the course.

5. The Grantee will acknowledge the participation of the Department of Fish and Game, SB 271 funds on any signs, flyers, or other types of written communication or notice to advertise or explain the Erosion Control Technical Training.

EXHIBIT B
ESTIMATED BUDGET

The Grantee will provide up to $ 28,000.00 in funds or in-kind services to complete tasks described in Exhibit A, Statement of Work. The Grantor will provide an amount not to exceed $ 21,350.00 as shown below in this Estimated Budget. Accurate records on in-kind funds or services will be made available to the Grantor upon request at any time during the term of this agreement.

PERSONNEL COSTS		
Project Administration	(100 hrs. @ $50.00/hr.)	$5,000.00
Training	(80 hrs. @ $37.50/hr.)	3,000.00
TOTAL PERSONNEL COSTS		**8,000.00**
OPERATING EXPENSES		
Subcontractor costs:		
Lecturers	(8 days @ $1,000/day)	8,000.00
Transportation	(800 mi. @ $0.25/mi.)	200.00
Lodging	(8 days @ $100/day)	800.00
Other Costs:		
Training Literature	(200 @ $17.50/ea.)	3,500.00
Publicizing		200.00
Facility	(2 days @ $25.00/day)	50.00
Vehicle rental	(75 hrs. @ $8.00/hr.)	600.00
TOTAL OPERATING EXPENSES		**13,350.00**
SUBTOTAL		**21,350.00**
TOTAL ESTIMATED BUDGET		**$21,350.00**