



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

AGENDA: FEBRUARY 5, 2002

January 24, 2002

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

SUBJECT: GRANT WRITING SERVICES FOR THE DEPARTMENT OF PUBLIC
 WORKS AND THE PLANNING DEPARTMENT
 AWARD OF CONTRACT

Members of the Board:

On November 20, 2001, your Board approved issuance of a Request for Proposal for grant writing services. The Public Works Department received three proposals for the proposed services and they were evaluated by staff from Public Works, the Planning Department and the Resource Conservation District. Applied Development Economics (ADE) was selected based on being most qualified for grant writing services. Since 1985, ADE has prepared 172 grant applications that have been funded for a value of more than \$22 million (98 percent success rate). Several of the references that were checked gave the firm excellent reviews in assisting communities in obtaining grant funds while also being very cost effective. We will use their services in researching, preparation and administration of environmental grants to help us in meeting the Endangered Species Act and National Marine Fisheries Services's 4(d) rule mitigation requirements.


The Department of Public Works Department and the Planning Department have allocated \$30,000 for the services of a consultant for environmental grant writing and administration. The Planning Department will allocate \$15,000 from its Zone 4 contingency funds, and the Public Works Department will use \$15,000 through a combination of funds from Zones 5, 6, 8 and the Pajaro Storm Drain Maintenance District.

The Public Works Department has completed the final scope of work and cost negotiations with the selected firm, and presented here for your consideration is an independent contractor agreement with the consultant in the not-to-exceed amount of \$30,000.


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

1. Approve the attached independent contractor agreement with Applied Development Economics for a not-to-exceed amount of \$30,000 for grant writing services.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.
3. Approve the AUD-74 transferring funds from contingencies to Public Works Services to fund Zone 4's contribution to consulting services for environmental grant administration.

Yours truly,


 THOMAS L. BOLICH
 Director of Public Works

Yours truly,


 ALVIN D. JAMES
 Planning Director

CS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Planning Department
 Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 12th day of February 2002, by and between the ⁰¹⁶⁹ COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and APPLIED DEVELOPMENT ECONOMICS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Grant writing services as described in the scope of work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$30,000 in a manner described in the Scope of Work.

3. TERM. The term of this contract shall be: from Board approval until June 30, 2002.

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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at 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

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(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:

JOHN SWENSON
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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(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:

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

7. EOUAL 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.

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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: **Scope of Work.**

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

COUNTY OF SANTA CRUZ

CONTRACTOR
APPLIED DEVELOPMENT ECONOMICS

By: _____
Director of Public Works

By: Carleen Bedwell

Address: 1029 J Street, Suite 310
Sacramento, CA 95814

APPROVED AS TO FORM:

Telephone: (916) 441-0323
FAX: (916) 441-4961
E-MAIL cbedwell@adeusa.com

By: Pamela Guff
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

CS:bbs

adeb.wpd

**APPLIED DEVELOPMENT ECONOMICS (ADE)
SCOPE OF WORK
SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS**

ADE will provide consultant services to the Santa Cruz County Department of Public Works which will assist the Department to identify, apply for, obtain and administer federal state and private funds for Department projects. These services will include:

- Review Department project priorities
- Review Department knowledge and experience with funding sources
- Research funding sources related to Department priorities
- Attend workshops and meetings with funding source representatives
- Identify opportunities for funding, with Department to decide which to pursue
- Work with Department Staff and others identified by the Department to develop project content for application
- Inform Department of application requirements
- Develop application, with County staff and others as designated
- Act as liaison with funding agency regarding application preparation and considerations
- Advise Department of necessary processes and timing; coordinate with Department and County processes and timing
- Prepare draft application for Department Review
- Prepare final application for submission
- Participate in application review process as appropriate
- Provide grant administration services to the extent requested by Department
- Provide staff training and capacity building to extent requested by Department
- Provide other funding related services as agreed upon by Department and ADE

These services are consistent with the Proposal submitted to Santa **Cmz** County Department of Public Works December 20,2001, in response to the Request For Proposals issued by the County.

APPLIED DEVELOPMENT ECONOMICS SCHEDULE OF HOURLY BILLING RATES

President	\$125
Managing Principal	\$125
Senior Consultant	\$ 90 - 135
Senior Associate	\$ 90 - 100
Associate	\$70 - 80
Research Assistant	\$ 55
Administrative Assistant	\$ 45

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

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TO Board of Supervisors
County Administrative office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 1-25-02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (Check One)

Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
APPLIED DEVELOPMENT ECONOMICS
and 1029 J Street, Suite 310, Sacramento, CA 95814 (Name/Address)

2. The agreement will provide general grant writing services for Public Works and Planning

3. Period of the agreement is from Board Approval to June 30, 2002

4. Anticipated Cost is \$ 30,000 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$30,000; 7% Overhead \$2,100; Total \$32,100

5. On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR 1st Time Agreement ✓
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

62245 24832
35461 ! 24892 ! 3665 ! 3590 \$15,000

6. Appropriations/Revenues are available and are budgeted in 622380 ! 26402 ! 3665 ! (Index) 3590 \$15,000 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not will be

Contract No: 12707
By: [Signature] Date: 1/25/02
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date: 1/28/02
CS: bbs

By: [Signature]
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the beginning request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duty entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title I, Section 300 Proc Man

By: _____
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$					
Auditor Description		Amount	Index	Sub object	User Code	

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