



# County of Santa Cruz

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## REDEVELOPMENT AGENCY

701 OCEAN STREET, ROOM 510, SANTA CRUZ, CA 950604000

(831) 454-2280 FAX: (831) 454-3420 TDD: (831) 454-2123

TOM BURNS, AGENCY ADMINISTRATOR

February 21, 2002

Agenda: March 5, 2002

Board of Directors  
County of Santa Cruz Redevelopment Agency  
701 Ocean Street  
Santa Cruz, CA 95060

### **Contract for Continued Work on SLV Redevelopment Project Area**

Dear Members of the Board:

Elsewhere on this agenda your Board, as the Board of Supervisors, is considering a series of actions related to evaluating the potential for creating a redevelopment project area in the San Lorenzo Valley. That report provides an overall Feasibility Report and recommends reduced boundaries for the future study area.

With approval of those actions, it is appropriate to initiate the next steps of consulting services for the project. A contract has been negotiated with Seifel Consulting Inc., who prepared the Feasibility Report, for completing the remaining specialized redevelopment consulting work for this project. One additional outside services contract will be required at a later date with a consultant to prepare the EIR for the project. While the County, through a loan to the Agency, is funding the various studies related to establishing a new project area, the contract itself needs to be approved by your Board, as the Redevelopment Agency Board of Directors. Agency appropriations exist within the current Agency budget along with the General Fund reimbursement funds. In the event that the project area is ultimately created, these expenditures will become a debt of and be repaid from the new Project Area.

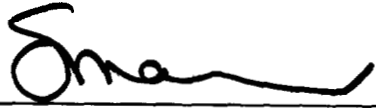
It is therefore **RECOMMENDED** that your Board, as the Board of Directors for the Redevelopment, approve the attached contract with Seifel Consulting Inc. to proceed with the various studies related to establishing the SLV Redevelopment Project Area.

Very truly yours,

Tom Burns

Redevelopment Agency Administrator

RECOMMENDED:

A handwritten signature in black ink, appearing to read "Sma", written over a horizontal line.

Susan A. Mauriello  
Redevelopment Agency Director

Attachment

cc. RDA

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY, hereinafter called AGENCY, and Seifel Consultine. Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: as described in Exhibit A. "Scope of Services."
  
2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: as described in Exhibit B. "Fee Schedule."
  
3. TERM. The term of this contract shall be: until June 30, 2004.
  
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 AGENCY and the COUNTY OF SANTA CRUZ (hereinafter called COUNTY) (which for the purpose of paragraphs 5 and 6 shall include, without limitation, their 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 or AGENCY 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 AGENCY or 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<sup>0204</sup> of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects AGENCY and COUNTY, and any insurance or self-insurance maintained by AGENCY or 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 AGENCY 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 use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and AGENCY 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 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and AGENCY \_\_\_\_\_ / \_\_\_\_\_

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, and The County of Santa Cruz Redevelopment Agency, their officials, employees, agents and volunteers are added as additional insureds as respects the operations and activities of, or on behalf of, the named insureds performed under Agreement with the County of Santa Cruz and The County of Santa Cruz Redevelopment Agency."

(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:  
County of Santa Cruz Redevelopment Agency  
Agency Administrator  
701 Ocean Street, Room 510  
Santa Cruz, CA 95060."

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide AGENCY 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:

County of Santa Cruz Redevelopment Agency  
Agency Administrator  
701 Ocean Street, Room 510  
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, sex, sexual orientation, pregnancy, gender, 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, or 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, sex, sexual orientation, pregnancy, gender, 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) 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.

(3) 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 AGENCY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of AGENCY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. AGENCY 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 AGENCY 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, AGENCY 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 AGENCY 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 AGENCY;

(i) CONTRACTOR and AGENCY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The AGENCY 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. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the AGENCY.

10. 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 AGENCY, 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.

11. 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.

12. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Redevelopment Agency has provided funding to the CONTRACTOR.

13. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"):

Exhibit A. "Scope of Services."

Exhibit B. "Fee Schedule."

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

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_  
Redevelopment Agency Administrator

Date \_\_\_\_\_

CONTRACTOR: Seifel Consulting, Inc.

By: Stephan Seifel

Date 2/21/02

Address: 1388 Sutter Street  
San Francisco, CA 94109-5452

Telephone: (415) 931-9600

APPROVED FOR INSURANCE:

By: Janet McManley 2-26-2002  
Risk Management

APPROVED AS TO FORM:

By: Jan M. Scott  
County Counsel

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Redevelopment  
Risk Management  
Contractor



**EXHIBIT A**  
**"SCOPE OF SERVICES"**

# I. SCOPE OF SERVICES

This scope of services is designed to facilitate redevelopment plan adoption process in accordance with the provisions of the California Community Redevelopment Law (CRL). If any of the mandatory steps in the plan formulation, review, and/or adoption process were to be overlooked, or not completed in compliance with the applicable state law, the legality of the plan could be jeopardized making it susceptible to legal challenge.

Since such an oversight could delay implementation of the Redevelopment Plan, and the timely allocation of tax increment revenues to the Agency, it is essential that we coordinate each step of the plan adoption process with the Agency's redevelopment attorney. We understand the Agency retains outside legal counsel. We recommend that the Agency's legal counsel prepare the detailed schedule of actions, all required resolutions, ordinances and legal documents required for plan adoption analysis. (We will produce summary schedules of actions for the plan adoption.) We will work closely with the Agency's legal counsel and assure coordination of our efforts. In recognition of these considerations, the following scope of services describes the work to be performed and documents to be provided to the Agency.

In addition, we understand that the Agency intends to separately contract with an environmental consultant to prepare the Draft and Final EIR. We will work with the environmental consultant to assure that our work efforts are coordinated. This scope of services may be further refined with Agency staff to better suit the Agency's needs.

## Task 1. Project Coordination and Management

### a. Work Program Refinement

At the initiation of the contract, team members will meet with the Agency to review the proposed work tasks and discuss how they can be most efficiently and cost effectively implemented. At this scoping session, the Agency and Consultant team will:

- Review the scope of services and revise based on the Agency direction.
- Review the proposed timeline for completion of each task and establish a schedule for the assembly of information and the preparation of draft documents for Phase I.
- Determine how each work task can best be accomplished and allocate responsibilities among staff and consultant team members to assure the timely and efficient completion of each step.
- Building upon the bibliography of documents contained in the Feasibility Study, compile a master list of additional materials and electronic data, including maps, aerial photos, plans, graphics, assessor data, sales tax data, and prior cost estimates on proposed improvements in the Project Area.
- Assemble and review existing data. Our approach will maximize the use of existing data.
- Designate a point person from the Agency staff who will assemble Agency reports and maps, coordinate data gathering from other County departments, schedule meetings, gather comments on all written drafts, and manage the Agency's community outreach efforts.

## b. Data Collection

The Consultant will make use of existing materials as much as possible. At the Work Program Refinement meeting, County staff will provide SCI with data that has been assembled since the Feasibility Report and work with SCI to obtain additional data as efficiently as possible. While some of the information will be used in the analysis for later tasks, it is important that the County provide the information as soon as possible to enable strategic use of consultant time and to facilitate timely redevelopment plan adoption.

## c. Base Map Preparation

The Agency will provide GIS maps and electronic files for the Survey Area, exclusive of the Lompico and Zayante area, adjusted to reflect areas recommended for exclusion by Staff and Consultants. The Consultant team will use the base map provided by the Agency to prepare diagrams and exhibits used in documents leading to the redevelopment plan adoption.

## Task 2. Preliminary Fiscal Analysis

The purpose of this work effort is to evaluate the fiscal impact of the proposed Redevelopment Project on the Felton, Ben Lomond and Boulder Creek Fire Protection Districts (fire districts) in the proposed Project Area, as well as on the County of Santa Cruz, the Boulder Creek Recreation District and the San Lorenzo Valley Water District. Working with County staff, the Consultant will develop two alternative growth scenarios in San Lorenzo Valley, with and without redevelopment. For each of these scenarios, the Consultant will prepare projections of tax increment, statutory pass-through payments and property tax revenues to the County General Fund, the Boulder Creek Recreation District, San Lorenzo Valley Water District and the fire districts. Based on these projections, we will evaluate the potential fiscal impact on the fire districts and the County from the proposed project with and without redevelopment. (The product of this task will be a written memorandum.)

## Task 3. legal Documents

Outside legal counsel will be responsible for preparing all of the legally required notices and documents. However, the Consultant will provide input regarding their content based on data and analysis obtained during the Redevelopment Project adoption process. The following documents will be prepared by County Staff and/or Agency Counsel and reviewed by Seifel Consulting.

Preliminary Plan: The Preliminary Plan must include a legal description and map that conforms to State Board of Equalization guidelines. The County will prepare both the legal description of the Project Area boundary and map(s) that clearly identify the properties within the Redevelopment Area in accordance with State Board of Equalization guidelines. The Consultant will review the draft Preliminary Plan provided by the Agency for proper text and overall correctness.

Redevelopment Plan: Legal counsel will provide standard legal language for the Redevelopment Plan in electronic form to the Consultant. The Consultant will provide input regarding redevelopment goals and objectives, proposed redevelopment program and various time and fiscal limits. Agency staff will ensure that the language is sensitive to community concerns regarding the Project.

Owner Participation and Preference Rules, Relocation Policy and Other Legal Documents: The Agency Counsel and Agency staff will prepare all other legal documents, as needed. The Consultant will review them as necessary for proper text and correctness.

## **Task 4. Environmental Impact Documentation**

An environmental consultant to be retained by the County under separate contract will be responsible for preparing all of the legally required notices and documents required for the environmental documentation process. However, the Consultant will provide input regarding their content based on data and analysis obtained during the Redevelopment Project adoption process. The environmental consultant must provide suitable text in electronic form to be incorporated into the Neighborhood Impact Report chapter of the Report on the Plan, as described more fully in this scope of services. The Consultant and County staff will provide the EIR consultant with a list of topics that must be addressed in the Draft EIR and the proposed project description.

## **Task 5. Blight Analysis**

### **a. Physical and Economic Blight**

California Community Redevelopment Law mandates that for an area such as San Lorenzo Valley to be declared blighted, it must exhibit at least one physical and at least one economic blight condition. Furthermore, both physical and economic blight must be considered pervasive. California Community Law Section 33031(a) describes physical blight in terms of the following factors:

- Deficient or Deteriorated Buildings
- Factors that Inhibit Proper Use of Buildings or Lots
- Incompatible Uses
- Substandard Lots in multiple ownership

With respect to economic blight, Section 33031(b) of the California Community Law describes it in terms of the following conditions:

- Depreciated Values/Impaired Investments
- Economic Indicators of Distressed Buildings or Lots
- Lack of Neighborhood Commercial Facilities
- Residential Overcrowding or Problem Businesses
- A High Crime Rate

The Consultant Team will assess the type and degree of blight in the proposed project area by conducting field and building conditions surveys. For organizational purposes, the survey of existing conditions and blight analysis will be separated into four geographic subareas (Boulder Creek, Brookdale, Ben Lomond, and Felton) within the overall San Lorenzo Valley Project Area.

### **b. Review of Existing Materials**

Seifel Consulting will review additional materials provided by the Agency, which may provide evidence for making blight findings.

### **Background Research**

The consultants will review documents provided by the Agency (plans, environmental impact reports, studies, etc.) for relevance to the documentation of blight. The consultants will also meet with Agency staff and others knowledgeable about existing conditions in the area.

### **Compilation of Outside Evidence**

The consultants will also review available documents prepared by others (such as building inspection or code compliance reports) for relevance. As appropriate, such documents will be compiled for incorporation into the plan adoption documents.

### **c. Field Survey of Existing Conditions**

The Consultant Team will review the blighting conditions within the proposed Project Area. Using the blight definitions provided in CRL Sections 33031 and 33032, the consultants (working closely with the staff and legal advisors) will identify the presence or absence of blighting conditions in the Project Area by:

- Collecting and reviewing information needed to justify physical and economic blight, as available from local governmental and private sector sources,
- Performing a one day field survey of the physical conditions of the proposed Project Area; and,
- Meeting with staff to review our findings and discuss local conditions, trends, concerns, improvement needs, and long-term planning objectives in the community.

The Consultant Team will prepare a summary description of the physical and economic blight findings.

The determination of economic blight will be based on an examination of indicators of economic activity in the proposed Project Area. The results of this analysis will provide an indication of whether existing blighting conditions would be able to be overcome by private enterprise acting alone.

### **d. Building Conditions Survey**

The team will conduct a comprehensive Building Conditions Survey as one means of documenting physical blight. The Survey will include the predominantly commercial portions of the proposed Project Area and not the residential areas. Each building within the commercial areas will be rated according to a standardized evaluation method. The rating will be made visually from adjoining streets and roads. The Building Conditions Survey will define subareas, based upon blocks or arbitrary blocks, and summarize the ratings on a subarea and total project basis. The Survey will note other observed physical, particularly unsafe and unhealthy characteristics, and economic blighting conditions in summaries of the subareas.

### **e. Documentation of Physical and Economic Blight**

The team will provide photographic documentation of physical and economic blight as appropriate throughout the proposed Project Area, and a map of the general locations of the photographs. The photographs will be provided as screen prints ready for reproduction.

## **Task 6. Preliminary Report**

Under the CRL, the Preliminary Report must demonstrate that the proposed project activities are directly related to the alleviation of blight. The Consultant will work with the Agency to review County capital improvement programs and relevant plans, studies, and reports and prepare a list of potential actions and projects that might be included in a redevelopment program for review by the Agency. The team will perform preliminary financial feasibility analysis projecting tax increment revenues and redevelopment project costs. Our team will work with Agency staff to:

- Describe the type of project activities to be accomplished, and prepare a description of how each will alleviate blight.
- Analyze the use of tax increment revenues as the principal source of funding.
- Consider possible use of other funding sources.
- Prepare an illustrative budget for proposed project activities based on the financial feasibility analysis.

### **a. Project Area Selection Criteria**

We will select the Project Area boundary as part of Phase I. Seifel Consulting will work with Agency staff to refine the project area, if necessary, based on the blight findings.

### **b. Presentation of Blight Findings**

The consultants will document and present the physical and economic blight findings in text and maps, as appropriate, in a format suitable for incorporation into the plan adoption documents. The description of physical blight will incorporate the Building Conditions Survey described above.

### **c. Report on Urbanization**

Seifel Consulting will prepare a Report on Urbanization for the Project Area in a form suitable for incorporation into the redevelopment plan adoption documents (Preliminary Report and the Report on the Plan). The report will be prepared in accordance with Section 33344.5(c) of the CRL. The Report on Urbanization will include text, a table (with area and percentage calculation), and a map that clearly identifies, as appropriate, (1) areas that have been developed for urban uses, (2) areas of substandard lots that inhibit proper development, (3) areas that are an integral part of an area developed for urban uses, and (4) unurbanized areas included for planning purposes, and (5) areas in agricultural use.

### **d. Map Preparation**

While it is the Agency's responsibility to produce the official Redevelopment Project Boundary Map, using a suitable base map (or maps) supplied by the County, the Consultant will prepare the following maps:

- An Urbanization Map
- Not more than 9 maps illustrating blighting physical and economic conditions
- A Photographic Documentation Location Map

Substantial revisions to maps, or maps in excess of those described above, will be invoiced as additional services on a time and materials basis.

#### **e. Financial Analysis**

Seifel Consulting will analyze financial feasibility by comparing projected tax increment revenues and redevelopment project costs. We will:

- Create the computer model to project potential net tax increment revenues available for project activities, including the 20 percent set-aside for affordable housing and the amount of funds to be reallocated to all affected taxing entities (pass-through payments). We will work with the Agency to determine assumptions for development buildout and other considerations.
- Work closely with staff to refine assumptions, including development projections, increases in assessed value due to reassessment and inflation.
- Analyze the use of tax increment revenues as the principal source of funding, compared to other potential financial sources and/or mechanisms available to the County to carry out the financing portion of the Redevelopment Project.
- Evaluate the proposed method of financing redevelopment and its financial feasibility. Determine which of the activities can be funded given the projected tax increment revenue and other funding sources.
- Consider use of other funding sources including federal grants, special assessment districts and business improvement districts. The potential for other sources of revenue (sales taxes, transient occupancy taxes, etc.) will be explored also.

#### **f. Project Activities and Costs**

The Preliminary Report will demonstrate that the proposed project activities are directly related to the alleviation of blight as required by the CRL. We will work with the County's Department of Public Works and review capital improvement programs and all relevant plans, studies, and reports. We will then prepare a list of potential actions and projects to include in the proposed redevelopment program with guidance from the Agency. To the extent feasible, the list shall include cost estimates prepared by the County, expressed in constant 2002 dollars. In summary, we will work with Agency staff to:

- Determine project activities to be accomplished, and prepare a description of how each will alleviate blight.
- Estimate costs for each project activity, including affordable housing activities.
- Prepare a project cost table for use in the financial feasibility analysis.

#### **g. Report Organization**

Seifel Consulting will prepare the Preliminary Report, as required by CRL, in conjunction with the Agency. The Agency's legal counsel will review the report for adequacy. Seifel Consulting will use the findings, analysis and conclusions resulting from the research from the Redevelopment Project feasibility analysis as the background and framework for the Preliminary Report. The Preliminary Report will be organized as follows:

- I. INTRODUCTION**  
Provides background information, legal requirements and summarizes the legally defensible reasons for selecting the Project Area boundaries.
- II. EXISTING CONDITIONS**  
Documents urbanization and existing conditions contributing to blight in the Project Area, based on blight definitions contained in CRL Section 33031.
- III. REDEVELOPMENT PROGRAM DESCRIPTION**  
Describes Redevelopment Project activities to alleviate blighting conditions in the Project Area and project costs.
- IV. PROPOSED METHODS OF FINANCING AND FEASIBILITY**  
Analyzes potential financial resources and/or mechanisms available to the Agency; provides tax increment projections and evaluates tax increment as the principal project funding mechanism; assesses feasibility of the Redevelopment Project and; explains why blight cannot be eliminated without assistance from redevelopment.

## **Task 7. Report on the Plan**

Seifel Consulting will prepare the Report on the Plan in accordance with Section 33352 of Community Redevelopment Law (CRL). The Report will incorporate the updated Preliminary Report (the first four chapters covering physical and economic blight, report on urbanization, financial feasibility, and redevelopment programs and activities), additional chapters to provide analysis of the Agency's initial plans for implementation of the Project, and required procedural steps for the adoption of the Redevelopment Plan taken by the Agency.

### **a. Update Preliminary Report Analysis**

Seifel Consulting will update findings and analysis contained in the Preliminary Report based on new information, refined analyses, and any other considerations that would contribute to a legally defensible, comprehensive, and accurate Report on the Plan. The areas most likely to be updated would include, but are not limited to, blight findings, development forecasts, proposed projects, and tax increment projections.

### **b. Implementation Plan**

Seifel Consulting will prepare the Five Year Implementation Plan, required by the CRL, as part of the Report on the Plan. The Implementation Plan must demonstrate how the Agency's proposed goals, objectives, programs, activities and expenditures will help to eliminate blight in the Project Area in the first five years of the Redevelopment Plan. The Implementation Plan consists of non-housing and housing components.

#### **Non-Housing Component**

Seifel Consulting will assist Agency staff in preparing the following material required for adoption of the non-housing component of the Implementation Plan:

- Summarize blighting conditions in the Project Area and develop priorities to address these conditions.
- Project available revenue for the first five years, including tax increment funds, program income, federal and state funds, and other financial resources.



- Based on the projected financial resources, refine the list of redevelopment activities to be accomplished over the first five years and describe how they will alleviate blight.

### **Housing Component**

The Implementation Plan must also contain a housing component (AB 315 Housing Production Plan) that specifically describes how the goals, objectives, projects and expenditures will implement low and moderate income housing programs. The housing section of the plan must contain:

- Estimates of deposits to the Housing Set-Aside Fund during the next five years.
- Estimates of the number of units to be assisted from the Housing Set-Aside Fund during the next five years.
- Estimates of the number of units which will be constructed, rehabilitated, price-restricted, assisted, removed or destroyed by the Agency and others over the life of the Redevelopment Plan and the next ten years.
- Proposed locations and relocation plan for required replacement housing, if planned project(s) will remove existing affordable housing.

### **c. Environmental Impact Report**

The County will separately retain and manage the environmental consultant to prepare the Environmental Impact Report in a separate process. Seifel Consulting will work with the environmental consultant to assure that relevant materials are shared. We will need electronic versions of the Draft EIR in order to incorporate excerpts into the neighborhood impact report.

### **d. Additional CRL Documentation Requirements**

We will incorporate summaries of community meeting minutes, as maintained by the Agency under Section 33387, into the report. The Section 33328 report, also know as the Auditor-Controller report will be prepared by County Taxing officials per the requirements of the CRL. We will coordinate with the Agency and the County for its preparation.

### **e. Report Organization**

Seifel Consulting will prepare the Report on the Plan in accordance with CRL Section 33352, organized as follows:

- I. INTRODUCTION**  
Adapted from Preliminary Report as updated.
- II. EXISTING CONDITIONS**  
Adapted from Preliminary Report as updated.
- III. REDEVELOPMENT PROGRAM DESCRIPTION**  
Adapted from Preliminary Report as updated.
- IV. PROPOSED METHODS OF FINANCING AND FEASIBILITY**  
Adapted from Preliminary Report as updated.
- V. IMPLEMENTATION PLAN (FY 2003/4 to 2008/9)**  
An Implementation Plan as described above.

- VI. **RELOCATION PLAN**  
Method of relocation, if necessary, based on existing County policy.
- VII. **ANALYSIS OF PRELIMINARY PLAN**  
Analysis of the Preliminary Plan and compliance with CRL.
- VIII. **PLANNING COMMISSION ACTIONS**  
Report and recommendations from Planning Commission.
- IX. **SUMMARY OF PUBLIC REVIEW OF THE PROPOSED PLAN**  
Description of the public participation process performed during the Redevelopment Plan adoption process, in particular, the meetings and participation of the community.
- X. **ENVIRONMENTAL REVIEW**  
Summary of the environmental review process performed for the redevelopment plan adoption and consistency with the California redevelopment law.
- XI. **REPORT OF COUNTY FISCAL OFFICER**  
Description of the Santa Cruz County Controller's Report (Section 33328 Report).
- XII. **SUMMARY OF CONSULTATIONS WITH TAXING ENTITIES**  
Summary of the Agency's consultations with affected taxing entities regarding fiscal impact.
- XIII. **NEIGHBORHOOD IMPACT REPORT**  
Neighborhood impact report, based on the environmental review, specifically the proposed Redevelopment Project's impacts on low and moderate income housing and households.

#### **Task 8. Meeting Attendance**

- Staff Meetings. Seifel Consulting will take primary responsibility for overall team coordination. Consultant team coordination meetings will be scheduled every month through the duration of the project with Seifel Consulting and Agency staff. The purpose of these meetings will be to evaluate progress of the project work, obtain additional information such as reports from Agency staff and review work performed to date. Six meetings will be held in person as needed, and conference calls will be scheduled when appropriate.
- Community Meetings. The consultants will attend up to three community meetings.
- Public Agency Presentations. The consultants will also prepare for and participate in four formal presentations to the Agency Board, Planning Commission, Board of Supervisors, or others, including the public hearing. Formal presentations in excess of those set forth above shall be invoiced as additional services.

As an optional and additional service, Seifel Consulting is willing to help staff prepare a public participation process to facilitate reaching a consensus on a redevelopment program. This could involve community workshops with various constituent groups. The community process could be designed to involve various neighborhood associations and community groups that have an interest in the redevelopment project.

#### **Task 9. General Advisory Services**

In addition to the preparation of documents required in the process, Seifel Consulting will provide Agency staff with general advisory services on an as needed basis, which may include, but are not limited to, the following services:

- Assist in identifying proposed private developments and needed public improvements.
- Verify that all affected taxing agencies were properly identified for notification.
- Assist with affected taxing agency consultations.
- Coordinate/review other plan amendment related documents as prepared by Agency staff and/or the redevelopment attorneys.
- Attend additional public meetings and hearings for information presentation purposes. (Meetings may include the Agency, Planning Commission, Board of Supervisors, community forums, and consultations with affected taxing agencies.)
- Prepare fiscal/financial analyses beyond the levels described under Preliminary Fiscal Analysis and the levels required in preparing the Redevelopment Plan, the Preliminary Report, and the Report on the Plan.
- Prepare more than one draft of the documents described under Document Preparation Services, or redraft documents after Agency staff and legal counsel approval of the final draft.
- Training of Agency staff.
- Provide other advice and assistance regarding the Plan adoption activities as necessary.
- Additional community outreach services.

General advisory services will be billed under the General Advisory Services Task line item of the budget, as described in the Fee Schedule, up to the task line item maximum. Advisory services requested by the Agency in excess of this amount will be billed as additional services on a time and materials basis.

## **DELIVERABLES**

The consultant will provide two types of work products: administrative drafts and final reports. Administrative drafts will be prepared for use by staff, redevelopment legal counsel and other interested parties. Administrative drafts and a final report will be provided for each of the following documents:

- Memorandum of Potential Fiscal Impact  
Draft- 5 copies  
Final- 1 unbound original.
- Preliminary Report  
Draft- 5 copies  
Final- 1 unbound original.
- Report on the Plan  
Draft- 5 copies  
Final- 1 unbound original

We will prepare documents on 8 1/2 by 11 paper, double spaced, printed on one side and in Microsoft Word '98 or other Agency approved format.

We understand that we need to incorporate periodic reviews by staff and legal counsel, and that the consultant is expected to review all work products and administer contracts and invoicing for all subcontracting consultants.

## ADDITIONAL ADVISORY SERVICES

In addition to the preparation of documents required in the process, Seifel Consulting will provide Agency staff with advisory services on an as needed basis, billed as additional services on a time and materials basis, which may include, but are not limited to, the following services:

### a. Revisions for Redevelopment Plan Adoption

Seifel Consulting will provide additional advisory services as needed on a time and material basis to assist the Agency in revising the Preliminary Plan for Redevelopment Plan adoption.

### b. Community Involvement

Community outreach will require substantial effort, given the large size of the proposed Project Area and diversity of population. The Consultant is committed to the philosophy and implementation of a strong public involvement program. However, based on its experience and history of interactions with the community, the Agency will take the lead role in the public involvement process.

The Consultant will rely on the Agency to identify and assemble stakeholders and facilitate meetings and workshops in the proposed Project Area neighborhoods. As additional services, the Consultant will provide staff with general consultation services and strategy formulation to reach a consensus on a redevelopment program as an additional service at a time and materials basis.

## ROLE OF AGENCY STAFF

The Consultants recognize that County staff time is very valuable. As a result every effort has been made to avoid any significant reliance on County staff for work associated with the plan adoption. However, there is a need for cooperation in the following areas:

- Timely provision of all available reports, documents, studies, plans, and other information relevant to the documentation of existing conditions and the expeditious conduct of the plan adoption process.
- Provision of the best available zoning, land use, GIS maps and aerial photographs.
- Ensuring the timely delivery of historical 5-year and current assessed values, retail sales tax, transient occupancy (hotel), and property tax information in support of economic blight documentation and the projection of future tax increment revenues.
- Provision of available crime statistics
- Provision of information on soils and groundwater contamination including documentation of environmental health issues stemming from wastewater treatment system, and other information as needed to document blight.
- Timely response to inquiries from the Consultant.
- Participation in scoping session, field survey and conference calls.
- Scheduling and conducting meetings to ensure community participation in the redevelopment plan adoption process at a level consistent with the requirements of the California Community Redevelopment Law. County will also prepare a summary of meetings

and consultations with the community for incorporation into the Report on the Redevelopment Plan.<sup>1</sup>

- Full responsibility for mailing and notifications to property owners, business, and residents, including related mailing costs.
- Revisions, if necessary due to boundary changes, of Agency prepared legal descriptions and related maps.
- Preparation of summary of consultations with taxing agencies for incorporation into the Report on the Plan.

## **TIMETABLE**

The schedule is to be determined upon discussion with County staff. We propose to complete the Preliminary Plan adoption during the spring of 2002. The Preliminary Report and Report on the Plan will be prepared at suitable dates to meet an anticipated adoption during June 2003. Table 1 outlines the proposed schedule. We are able to begin as soon as the contract is signed, based on our anticipated workload.

## **COMPENSATION**

We propose to perform this scope of services to a proposed budget of \$183,560. The work would be billed for services rendered during the previous month. Please refer to the Fee Schedule, attached, for the proposed budget. Table 2 includes the total budget and the budget of each team member.

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<sup>1</sup> The summary will include, to the extent that they are available, meeting announcements, agendas, and minutes.

## Exhibit B Fee Schedule

Seifel Consulting Inc. bills on a time and materials basis. Billing rates are subject to annual revisions. Following are the billing rates for 2002.

### BILLING RATES

#### Hourly Rates (Time)

The following hourly rates will be charged for work performed during 2002:

<u>Seifel Consulting</u>	<u>Billing:Rate</u>
President	\$180 /hour
Project Manager	\$140 /hour
Consultant	\$100 /hour
Data Entry/Graphics/Word Processing	\$60 /hour
Graphics (Sixth St. Studio)	\$60 /hour
John B. Dykstra & Associates	
Principal	\$120 /hour
Consultant	\$75 /hour
Support	\$55 /hour

Testimony as expert witness at court trials, administrative hearings, and depositions will be billed at 150percent of the above rates.

#### Expenses (Materials)

Seifel Consulting Inc. bills expenses as follows:

- Telephone charges are computed at 2 percent of billed professional services.
- Automobile mileage charges are 36.5 cents per mile.
- Photocopying/report reproduction charges are 10cents per page, except for bulk reproduction of reports, which is charged on a direct reimbursable basis.
- Delivery service charges are at cost.
- Per diem and travel expenses, including airfare, automobile rental and hotel (if necessary) are charged at actual cost.
- All remaining expenses are billed on a direct reimbursable basis with receipts above \$20 provided as evidence upon request.

#### Subcontractor Management

Upon client approval, where Seifel Consulting Inc. is managing subcontractor(s) in addition to John B. D, a contract administrative charge of 10percent will be applied to all subcontractor invoices.

## BUDGET

Given our initial discussions, we will bill on a time and materials basis up to the amount stated in the "Fee Schedule" Section of the agreement to which this Exhibit is attached. This amount will cover the scope of services outlined in the agreement. We will not proceed to perform additional services outside this work scope without prior written authorization and an understanding of the precise scope of services to be performed.

### Project Delays

While we attempt to provide staffing arrangements for projects based on current conditions, projects that are put on hold by the client may require an adjustment of team members based upon the date the project resumes. In accordance with that date, additional hours will be required to familiarize and educate team members and will be billed as additional services. Further, if the Client's key staff member(s) originally assigned to the project are no longer able to work on the project in the future, the budget may need to be revised to reflect training and education of new staff assigned to this project.

If the project is put on hold by the client for a term of six (6) months or more, the contractual fee arrangement may be adjusted to reflect the factors noted above.

## PAYMENT TERMS

### Invoicing

Consultant shall invoice Client on a monthly basis for all hourly services performed and all reimbursable expenses incurred by Consultant during the preceding month. Invoices are due and payable by Client within thirty (30) days of invoice date. Invoices not paid by Client within thirty (30) days of invoice date shall commence bearing interest on the 31st day after invoice date at the rate of 18percent (18%)per annum until they are paid in full.

### Delinquent Payment/Work Stoppage

If at any time Client is more than thirty (30) days delinquent with respect to an undisputed invoice, Consultant reserves the right to stop performing services under this letter agreement without any liability whatsoever to Client for damages of any kind client may incur in connection with Consultant's work stoppage.

### Good Faith Disputes

In the event of any good faith dispute with regard to any portion of any Consultant invoice, the undisputed portion shall be paid as provided herein. Upon resolution of the disputed portion, any amounts paid to Consultant shall be paid with interest at the rate set forth above, accruing from the 31st day after the invoice date.

Any disputes concerning Consultant's invoices must be addressed by Client in writing to Consultant within thirty (30) days of the invoice date. The absence of any such inquiries within the thirty (30) day period shall be deemed an unequivocal acceptance of Consultant's services and an agreement with Consultant's charges for all such services (time and materials).

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**Table 2  
Proposed Budget  
Redevelopment Plan Adoption Services  
Santa Cruz County**

0224

	Budget	Seifel	Associates
<b>Tasks</b>			
1. Project Coordination and Management	\$18,480	\$18,480	\$0
2. Preliminary Fiscal Analysis	\$11,440	\$11,440	\$0
3. Legal Documents	\$5,360	\$5,360	\$0
4. Environmental Impact Documentation	\$7,920	\$7,920	\$0
5. Blight Analysis	\$35,760	\$27,760	\$8,000
6. Preliminary Report	\$39,400	\$39,400	\$0
7. Report on the Plan	\$25,000	\$25,000	\$0
8. Meeting Attendance			
Public Agency Presentation	\$12,200	\$12,200	\$0
Community Meetings	\$4,240	\$4,240	\$0
Team Monthly Meetings	\$5,280		
9. General Advisory Services	\$10,080	\$10,080	\$0
Subtotal- Labor	\$175,160	\$10,080	\$8,000
Expenses (@ 5% of labor cost)*	\$8,400	\$8,400	Included
<b>Total Budget</b>	<b>\$183,560</b>	<b>\$175,560</b>	<b>\$8,000</b>

Expenses will be billed on a direct reimbursable basis, to the proposed budget.  
Professional labor budget based on following professional hourly rates:

<u>Seifel Consulting</u>	<u>Billing Rate</u>
President	\$180 /hour
Project Manager	\$140 /hour
Consultant	\$100 /hour
Data Entry/Graphics/Word Processing	\$60 /hour
Graphics (Sixth St. Studio)	\$60 /hour
 JohnB. Dykstra & Associates	
Principal	\$120 /hour
Consultant	\$75 /hour
Support	\$55 /hour



**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

0225  
05-2821

ARL

insures the following policyholder for the coverages indicated below:

Name of policyholder SEIFEL, ELIZABETH  
 Address of policyholder 1388 SUTTER STREET, STE 520, SAN FRANCISCO, CA 94109-5452  
 Location of operations SAME  
 Description of operations \_\_\_\_\_

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
This insurance includes:	Comprehensive Business Liability			BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>			Each Occurrence \$ General Aggregate \$ Products - Completed Operations Aggregate \$
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit)
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date	Expiration Date	Each Occurrence \$ Aggregate \$
				Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Policy Limit \$

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
030 0241-026-05R	AUTO	10/26/01	04/26/02	\$1,000,000

**THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.**

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

COJNTY OF SANTA CRUZ  
 REDEVELOPMENT AGENCY  
 Ms. Dorothy Malpass  
 703 OCEAN STREET ROOM 510  
 SANTA CRUZ, CA 95060-4000

*Carolee L. ...*  
 Signature of Authorized Representative  
 AGENT  
 Date 02/22/02

Title  
 Agent's Code **01 AGOSTA 2821**  
**SAN MATEO**  
 AFO Code F151 **3 7151**

**CERTIFICATE OF INSURANCE**

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

ARL

0226

05-2821

sur'es the following policyholder for the coverages indicated below:

Name of policyholder SEIFEL CONSULTING INC

Address of policyholder 1388 SUTTER STREET SUITE 520, SAN FRANCISCO, CA 94104-3402

Location of operations SAME

Description of operations \_\_\_\_\_

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any Paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
97- <del>SX</del> -4066-5 G	Comprehensive Business Liability	10/31/01	10/31/02	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:		<input type="checkbox"/> Products - Completed Operations <input checked="" type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input checked="" type="checkbox"/> Explosion Hazard Coverage <input checked="" type="checkbox"/> Collapse Hazard Coverage <input type="checkbox"/> <input type="checkbox"/>		Each Occurrence \$ 1,000,000  General Aggregate \$ 2,000,000  Products - Completed Operations Aggregate \$ EXCLUDED
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE
	<input type="checkbox"/> Umbrella <input type="checkbox"/> Other	Effective Date : Expiration Date		(Combined Single Limit)
	Workers' Compensation and Employers Liability			Each Occurrence \$ Aggregate \$  Part 1 STATUTORY Part 2 BODILY INJURY  Each Accident \$ Disease Each Employee \$ Disease - Policy Limit \$
FOLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY
		Effective Date : Expiration Date		(at beginning of policy period)

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW.

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder

COUNTY OF SANTA CRUZ  
REDEVELOPMENT AGENCY  
MS. DOROTHY MALPASS  
701 OCEAN STREET ROOM 510  
SANTA CRUZ, CA 95060-4000



*Charles Acosta*  
Signature of Authorized Representative  
AGENT \_\_\_\_\_ Date 10/25/01  
Title \_\_\_\_\_

Agent's Code Stamp  
**C ACOSTA**  
AFO Code **SAN FRANCISCO II**  
**2821 F151**

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Policy Number  
97-3X-4066-5

DECLARATIONS PAGE

AMENDED MAY 22 2001



STATE FARM GENERAL INSURANCE COMPANY  
6400 STATE FARM DR, ROHNERT PARK CA 94926-0001  
A STOCK COMPANY WITH HOME OFFICES IN BLOOMINGTON, ILLINOIS

0227

2821-F151 N

Named Insured and Mailing Address

SEIFEL & ASSOCIATES  
A CALIFORNIA CORPORATION  
DBA SEIFEL & ASSOCIATES  
220 MONTGOMERY ST STE 448  
SAN FRANCISCO CA 94104-3402

Cov A - inflation Coverage Index: N/A  
Cov B - Consumer Price Index: 172.3

BUSINESS POLICY - SPECIAL FORM 3

**AUTOMATIC RENEWAL** - If the **POLICY PERIOD** is shown as **12 MONMS**, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period: If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

**Policy Period:** 12 Months The policy period begins and ends at 12:01 am standard time at the premises location.  
**Effective Date:** OCT 31 2000  
**Expiration Date:** OCT 31 2001

Named-Insured: Corporation

Your policy is amended MAY 22 2001  
NUMBER OF ADDL INTERESTS CHANGED

**Location of Covered Premises:**  
220 MONTGOMERY ST STE 448  
SAN FRANCISCO CA 94104-3402

Coverages & Property

Limits of Insurance

Section I	
A Buildings	Excluded
B Business Personal Property	\$ 86,700
C Loss of Income	\$ Actual Loss
Section II	
L Business Liability	\$ 1,000,000
M Medical Payments	\$ 10,000
Products-Completed Operations (PCO) Aggregate	Excluded
General Aggregate (Other Than PCO)	\$ 2,000,000

Occupancy: Office

Deductibles - Section I

\$ 500 Basic

In case of loss under this policy, the deductible will be applied to each occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

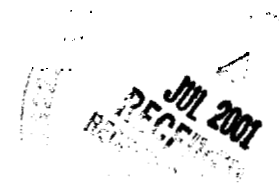
Forms, Options, and Endorsements

Special Form 3	FP-6143
Amendatory Endorsement	FE-6205
Tree Debris Removal	FE-6451
Policy Endorsement	FE-6506.1
Policy Endorsement-Business	FE-6464
Protective Safeguard	FE-6303
Advertising Injury Excl	FE-6345

Endorsement Premium

None

Discounts Applied:  
Renewal Year  
Years in Business  
Sprinkler  
Claim Record



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Continued on Reverse Side of Page

OTHER LIMITS AND EXCLUSIONS MAY APPLY - REFER TO YOUR POLICY

pared  
h. 23 2001  
FP-803(1.2C) C239  
06/1993

Your policy consists of this page, any endorsements and the policy form. PLEASE KEEP THESE TOGETHER.

Countersigned

By

CARLOS ACOSTA JR  
(650)598-0394

7-26-01  
Carlos Acosta Agent

**ADDITIONAL INSURED ENDORSEMENT  
DESIGNATED PREMISES ONLY**



Policy No.: 97-GX-4066-5

0228

Named Insured: SEIFEL & ASSOCIATES

Name of Additional Insured: COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY

Address of Additional Insured: ATTN: DOROTHY MALPASS  
701 OCEAN ST RM 510  
SANTA CRUZ CA 95060

Interest of Additional Insured: CONTRACT FOR SERVICES

Location of Premises: LOCATION PER CONTRACT

The word "insured", wherever used in this policy, also includes the designated person or organization named above as Additional Insured under the provisions of the policy Sections shown below as applicable by an " X to the extent indicated.

- SECTION I. This applies only to **COVERAGE A - BUILDINGS.**
- SECTION I. This applies only to **COVERAGE B - BUSINESS PERSONAL PROPERTY.**

Description of Property:

- SECTION II. This applies only to **COVERAGE L - BUSINESS LIABILITY** and **COVERAGE M - MEDICAL PAYMENTS** and then only with respect to the ownership, maintenance or use of the premises designated above and operations necessary or incidental thereto. These **SECTION II** coverages do not apply to:

1. structural alterations or new construction performed by or on behalf of the designated person or organization;
2. **personal injury** caused by the designated person or organization;
3. liability the designated person or organization assumed under a contract; or
4. **products-completed operations hazard** arising out of goods or inventory which are not sold or distributed by you or arising out of the manufacturing or packaging of such goods or inventory.

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All other provisions of the policy apply.

0229

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CERTIFICATE NO. / DATE  
 VC12-35123-307622  
 10/24/2001 5:52:02 PM

**PRODUCER**  
 Cedar Hill  
 877 N. Gainey Center Dr.  
 Suite 250  
 Scottsdale, AZ 85253  
 Fax:

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE**

**INSURED**  
 StaffAdmin Systems, Inc.  
 1'20 El Camino Real  
 Suite #135  
 Burlingame, CA 94010  
 650-692-9797 fax: 650-692-4365

INSURER A: Zurich-American Insurance Company  
 INSURER B:  
 INSURER C:  
 INSURER D:  
 INSURER E:

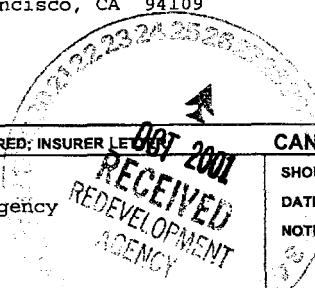
**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERRALIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERRALIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDEXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-- COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Par accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WC29-79-399-02	8/1/2001	8/1/2002	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	<b>OTHER</b> <input type="checkbox"/>				LIMIT \$ LIMIT \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

1. Coverage is provided for only those employees leased to but not subcontractors of Seifel Consulting, Inc., 1388 Sutter Street, Ste 520, San Francisco, CA 94109



<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER</b>	<b>CANCELLATION</b>
County of Santa Cruz Redevelopment Agency Agency Administrator 701 Ocean Street, Room 510 Santa Cruz, CA 95060-4000		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  AUTHORIZED REPRESENTATIVE <i>[Signature]</i>

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

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: REDEVELOPMENT (Department)

BY: [Signature] (Signature) 1/20/02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement  Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ REDEVELOPMENT AGENCY (Department/Agency)  
and SEIFEL CONSULTING, INC., 1388 Sutter St., Ste. 520, San Francisco, CA 94109 (Name/Address)

2. The agreement will provide consulting services to facilitate redevelopment plan adoption process

3. Period of the agreement is from March 5, 2002 to June 30, 2002  
December 31, 2003

4. Anticipated Cost is \$ 183,560.00  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: \_\_\_\_\_

5. Detail:  On Continuing Agreements List for FY \_\_\_\_\_ - \_\_\_\_\_ . Page CC- \_\_\_\_\_ Contract No: \_\_\_\_\_ OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under 61118  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues available and are budgeted in 610110 (Index) 3975 (Sub object)

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

Appropriations are available and will be encumbered. Contract No: 12722  
 By: [Signature] Date: 02/21/02  
 Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Agency Administrator (Dept/Agency Head) to execute on behalf of the Santa Cruz County Redevelopment Agency (Department/Agency)

Date: \_\_\_\_\_ By: \_\_\_\_\_  
 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 foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on \_\_\_\_\_ 20\_\_

ADM - 29 (8/01)  
 Title I, Section 300 Proc Man By: Deputy Clerk

**97** AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TC110	Auditor Description	\$	Amount	Index	Sub object	User Code