

THOMAS L. BOLICH
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

AGENDA: JUNE 11,2002

June 4,2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

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

Members of the Board:

On February 5,2002, your Board approved a contract for environmental grant development services with Applied Development Economics (ADE). Since that time ADE has had difficulty in meeting grant deadlines; therefore, Public Works terminated our contract with this firm. ADE was in agreement and does not dispute the termination.

Public Works received two other proposals for grant development services and is now recommending Monica Burke, the next ranked consultant. Monica Burke is an experienced grant development manager with a broad knowledge of environmental issues and agency contacts and is able to meet grant deadlines in a timely manner. Ms. Burke has previously worked with the department on numerous grant services and identified various grant opportunities specific to our needs and has also acted as a strong advocate for our proposals with these same agencies. Public Works has completed the final scope of work and cost negotiations with Ms. Burke, so that her fee now includes all direct and indirect costs. Presented here for your consideration and approval is an independent contractor agreement with Monica Burke in a not-to-exceed amount of \$25,000.

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

1. Approve the attached independent contractor agreement with Monica Burke for environmental grant development services for the Department of Public Works and the Planning Department in a not-to-exceed amount of \$25,000.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

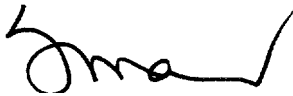


THOMAS L. BOLICH
Director of Public Works

CS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Monica Burke

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11TH day of JUNE, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MONICA BURKE, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: ENVIRONMENTAL 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 \$25,000 IN A MANNER DESCRIBED IN THE SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 30, 2003.

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 CONTRACTOR'S insurance coverage and shall not contribute to it

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here MB.

(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:

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

CONNIE SILVA
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) . The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations. 0381

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments:
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
MONICA BURKE

By: _____
Director of Public Works

By: Monica Burke

Address: 99 PACIFIC STREET, NO. 200A
MONTEREY, CA 93940

Telephone: (831) 644-9592

FAX: 831.644.9592

E-MAIL: monica.b@sbcglobal.net

APPROVED AS TO FORM:

By: Samela
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

-5-

Attachment B

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. _____, dated _____, by and between County of Santa Cruz (hereinafter called COUNTY) and _____ (hereinafter called CONTRACTOR) is amended to read as follows:

—/— 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

—/— 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

MB/ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: SCOPE OF SERVICES INCLUDE OFFICE WORK AND MEETINGS WHICH DOES NOT MAKE IT NECESSARY TO OBTAIN SUCH INSURANCE. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective _____

Maria B. B. B.
CONTRACTOR

COUNTY OF SANTA CRUZ

By _____

Monica Burke
99 Pacific Street, #200A
Monterey, CA 93940
(831) 644-9592
Tax ID # 264-06-8551

May 28, 2002

**Proposal to County of Santa Cruz Department of Public Works
 For Grantwriting Services Related to Environmental Projects**

Background

The County of Santa Cruz has a need to develop certain environmental projects and complete grant applications. Concurrently, the Department is interested in exploring funding scenarios to support the purchase of a disposal site for road spoils.

Scope of Work

Working closely with you, I will develop projects and prepare applications to grant programs for environmental projects. This will involve discussion with agencies, meetings for project development, research of options, collection of addenda, development of budgets, preparation of documents, circulations for review and submission to funders on time and in the appropriate formats.

Concurrently, I will explore funding options for the potential acquisition of road spoils storage sites, and other and make recommendations to the Department. Until directed otherwise, I will facilitate information-sharing between the interested parties, research sources and limitations of funding, and recruit the support of other helpful agencies. I will report findings regularly, and be available to respond to general coordination needs relative to funding. At all times, I will respect the confidential nature of these transactions. I will prepare grant applications once the transaction is shaped. In such case, I will work diligently on a schedule to which we mutually agree.

Fee Schedule - New Contracts (as of May 1, 2002)

Hourly rate \$112.00

Rate includes all direct and indirect costs.



USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)

9800 Fredericksburg Road - San Antonio, Texas 78288

CALIFORNIA AUTO POLICY

AMENDED DECLARATIONS

(ATTACH TO PREVIOUS POLICY)

0467

| | | | | |
|--------------------------------------|---|---|-----|----------------------------|
| State | I | I | Veh | POLICY NUMBER |
| A | | | X | 00720 23 40C 7102 1 |
| POLICY PERIOD: | | | | (12:01 A.M. standard time) |
| EFFECTIVE JAN 06 2002 TO JUL 06 2002 | | | | |

Named Insured and Address

0384

THOMAS A REID

PO BOX 654

MOSS LANDING CA 95039-0654

| Description of Vehicle(s) | | | | | VEH USE • | WORK/SCHOOL | |
|---------------------------|------------|-----------|----------------|-----------------------|-----------|---------------|---------------|
| YR | TRADE NAME | BODY TYPE | ANNUAL MILEAGE | IDENTIFICATION NUMBER | SYM | Miles One Way | Days Per Week |
| | | | | | | | |

Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. * W/C=Work/School; B=Business; F=Farm; P=Please

| | | | | | | | | | |
|---|---------------------|----------------------------|---------|--------|---------|--------|---------|--------|---------|
| This policy provides ONLY those coverages for which a premium is shown below. | | VEH | | VEH | | VEH | | VEH | |
| COVERAGES | LIMITS OF LIABILITY | D=DED | PREMIUM | D=DED | PREMIUM | D=DED | PREMIUM | D=DED | PREMIUM |
| ("ACV" MEANS ACTUAL CASH VALUE) | | AMOUNT | \$ | AMOUNT | \$ | AMOUNT | \$ | AMOUNT | \$ |
| -----ADJUSTMENT REASON----- | | | | | | | | | |
| CHANGE IN OPERATOR DATA OP 01 03 | | CHANGE IN INFO FOR VEH | | 7 | | | | | |
| 6 MONTH PREMIUM...\$ 625.60 | | 6 MONTH INCREASE...\$00.00 | | | | | | | |
| THE FOLLOWING COVERAGE(S) DEFINED IN THIS POLICY ARE NOT PROVIDED FOR: | | | | | | | | | |
| VEH 16 - EXTENDED BENEFITS COVERAGE, RENTAL REIMBURSEMENT | | | | | | | | | |
| VEH 17 - EXTENDED BENEFITS COVERAGE, RENTAL REIMBURSEMENT | | | | | | | | | |

WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date

DECEMBER 26, 2001

Bradford W. Rich
Secretary

Henry Viscellio Jr.
President

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 5/6/02 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (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)
MONICA BURKE
and 99 PACIFIC STREET, NO. 200A, MONTEREY, CA 93940 (Name/Address)

2. The agreement will provide GENERAL GRANT WRITING SERVICES FOR THE PUBLIC WORKS DEPARTMENT
AND THE PLANNING DEPARTMENT

3. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2002

4. Anticipated Cost is \$25,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: CONTRACT \$25,000; 7% OVERHEAD \$1,750; TOTAL \$26,750

5. Detail: ☐ 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

622380! 26402! 3665! 3590! \$10,000
622245! 24832! 3665! 3590! \$15,000

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

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

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

Contract No: 12775
By: [Signature] Date: 5/22/02
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 PUBLIC WORKS DEPARTMENT

Date: 5/29/02 By: [Signature] (Department/Agency)
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 Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

| CO | \$ | JE Amount | Lines | H/TL | Keyed By | Date |
|---------------------|----|-----------|-------|------------|-----------|------|
| 45 | | | | | | |
| Auditor Description | \$ | Amount | Index | Sub object | User Code | |