



# County of Santa Cruz

## COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073  
(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

August 19,2002

Agenda: August 27,2002

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

### **Independent Services Contract for a Comprehensive Economic Development Strategy (CEDS) Report**

Dear Members of the Board:

During Budget Hearings, your board directed the County Administrative Office to negotiate a contract with a **local** consulting firm, Applied Survey Research, in an amount not to exceed \$55,000 to complete a Comprehensive Economic Development Strategy Report. This report is required by the federal Economic Development Administration (EDA) to maintain each of the County's jurisdictions' eligibility to apply for and receive federal **EDA** funds. **EDA** technical assistance grant funds were awarded to complete this report, and these funds were received and appropriated in the Last Day book. This project has no County funds.

It is therefore **RECOMMENDED** that your Board approve the attached Independent Services Contract with Applied Survey Research in an amount not to exceed \$55,000, and authorize the County Administrative Officer to sign the contract, and to take related actions necessary to implement the contract, and administer the grant funds.

Very truly yours,

**SUSAN A. MAURIELLO**  
County Administrative Officer

SAM:sp/oed/appliedsurveyresearchbos.wpd  
Attachment

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0060

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: CAD (Department)  
BY: Susan Pearlman (Signature) 8/20/02 (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 Administrative Office (Department/Agency)  
and Applied Survey Research PO Box 1927 Watsonville, CA 950 (Name/Address)

2. The agreement will provide a comprehensive economic development  
strategy report, consistent with federal guidelines

3. Period of the agreement is from July 1, 2002 to December 30, 2002

4. Anticipated Cost is \$ 55,000  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: Approved by BOS Last Drug Book pgs LD 11-22 to 25

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 Item 8
- Section III Board letter required
- Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 181000 (Index) 31605 (Sub object)

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

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

Contract No: 22857  
By: K. Rayan (Signature)  
Auditor-Controller Deputy Date: 8/20/02

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

County Administrative Office (Dept/Agency Head) to execute on behalf of the County of Santa Cruz (Department/Agency)

Date: 8.20.02

By: Susan Pearlman (Signature)  
County Administrative Office

Distribution:

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

State of California  
County of Santa Cruz

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the 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 Roc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \_\_\_\_\_ \$ \_\_\_\_\_  
Document No. JE Amount Lines H/TL Keyed By Date

TC110 \_\_\_\_\_ \$ \_\_\_\_\_ / \_\_\_\_\_  
Auditor Description Amount Index Sub object User Code

Contract No. \_\_\_\_\_

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1<sup>st</sup> day of July, 2002 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Applied Survey Research, hereinafter called CONTRACTOR. The parties agree as follows:

I. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

A. CONTRACTOR shall provide the services described in Attachment "A" (Scope of Work and Budget) attached hereto, during the term of this agreement.

B. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this agreement at the earliest possible date.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing the scope of work contained in Attachment A, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the County Administrative Office in accordance with Attachment "A" (Scope of Work Compensation Schedule), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$55,000.00. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz c/o Susan Pearlman, 701 Ocean Street, Room 520, Santa Cruz, CA 95060. All claims must include amount requested and objectives completed.

3. TERM. The term of this contract shall be: July 1, 2002 through December 30, 2002 unless sooner terminated in accordance with paragraph 4.

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 minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

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

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_ / \_\_\_\_\_

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$ \_\_\_\_\_ 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: Susan Pearlman, County Administrative Office, County of Santa Cruz, 701 Ocean Street, Room 520, 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: Susan Pearlman, County Administrative Office, County of Santa Cruz, 701 Ocean Street, Room 520, 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, mental or physical disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory 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, mental or physical disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), 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 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. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than three (3) 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 three (3) years after final payment under this Agreement.

10. 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.

11. ATTACHMENTS. This Agreement includes the following attachments: A: Scope of Work and Budget.

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

COUNTY OF SANTA CRUZ

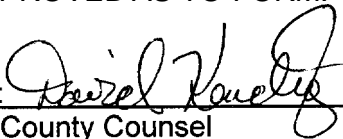
LESLIE STONE

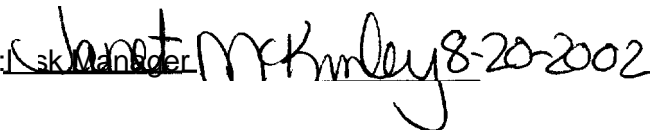
By: \_\_\_\_\_  
Susan A. Mauriello  
County Administrative Officer

By: \_\_\_\_\_  
Susan Brutschy  
PO Box 1927  
Watsonville, CA 95077  
831/728-1356

APPROVED AS TO FORM:

APPROVED AS TO INSURANCES:

By:   
County Counsel

By:  8-20-2002  
Risk Manager

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

## **Attachment A: Scope of Work & Budget/Compensation Schedule**

### **Scope of Work**

Contractor shall produce for the County of Santa Cruz one original and 7 copies of a document required by the federal Economic Development Agency (EDA), referred to as a Comprehensive Economic Development Strategy (CEDS) Report. Contractor shall also provide an electronic copy of the CEDS for the County to make copies available to the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville, and other interested parties.

EDA Guidelines have been provided to the Contractor, and in summary, the guidelines require that the following elements be included in the CEDS Report:

- An analysis of economic and community development problems and opportunities including incorporation of any relevant material or suggestions from other government sponsored or supported plans;
- Background and history of the economic development situation of the area, with a discussion of the economy, including as appropriate, geography, population, labor force, resources, and the environment;
- A discussion of community participation in the planning efforts;
- A section summarizing the goals and objectives that local governments and community agencies have approved to take advantage of the opportunities and to address the economic development problems of the area;
- A summary of the various plans of action that have been approved by local governments and community groups, including suggested projects to implement objectives and goals set forth in the various strategies; and
- Performance measures that can be or have been used to evaluate whether and to what extent the communities' adopted goals and objectives have been or are being met.

Information will be gathered in at least the following areas:

- Demographic and socioeconomic data, including labor force characteristics;
- Geographic, climatic, environmental, and natural resource profile;
- Infrastructure of the area including water, sewer, communications, and transportation;
- Major sectors of the economy and their projected contributions to employment, income, and revenue;
- Relationship of the area's economy to that of the larger region or state, with particular regard to locational advantages or disadvantages;
- A discussion of the factors that directly or indirectly affect economic performance in the area such as state and local laws; financial resources; transportation systems; land use patterns; housing; health services; schools; educational, cultural, and recreational facilities; public safety; and environmental issues
- A comprehensive listing of all public and private development projects that are currently proposed or contemplated to address the infrastructure needs of the community, and to address economic vitality and quality of life issues.

This will be a joint undertaking with city and county staff involved in community and economic development activities, and in many cases source material, including adopted economic development strategies and initiatives, proposed projects and developments, cluster analyses, and community visioning is available, and will only need to be summarized to provide a county-



wide perspective.

It is expected that this project will require at least one organizational meetings with city and county staff involved in community and economic development activities. This meeting will be scheduled and coordinated by the contractor. In addition, Contractor will meet once with the County's EDA Economic Development Representative to ensure that the document will meet EDA guidelines, also coordinated and scheduled by the Contractor. Finally, Contractor shall present a Final Draft CEDS to the Santa Cruz County Workforce Investment Board or a committee appointed by the Board, which shall serve as the CEDS Oversight Committee. Comments and recommendations received will be incorporated into the final document as appropriate.

Once the CEDS Report is referred for consideration and approval to the County Board of Supervisors, seven hard copies and one electronic copy of the document will be made available to the County.

### **Budget and Compensation Schedule**

The total budget shall not exceed \$55,000. Contractor shall schedule the work so as to have a Final CEDS Report available to the County Administrative Office on or before Friday, November 22, 2002. Therefore, time is of the essence. County staff will fully cooperate with Contractor to meet this timeline.

Compensation shall be provided upon delivery of the following elements, with a claim for funds:

**Part A:** Completion of an analysis of economic and community development problems and opportunities including incorporation of any relevant material or suggestions from other government sponsored or supported plans and background and history of the economic development situation of the area, with a discussion of the economy, including as appropriate, geography, population, labor force, resources, and the environment

**\$20,000**

**Part B:** A discussion of community participation in the planning efforts; a section summarizing the goals and objectives that local governments and community agencies have approved to take advantage of the opportunities and to address the economic development problems of the area; and a summary of the various plans of action that have been approved by local governments and community groups, including suggested projects to implement objectives and goals set forth in the various strategies; including one meeting with economic development and community development staff of the cities engaged in economic development activities.

**\$15,000**

**Part C:** The incorporation of performance measures that can be or have been used to evaluate whether and to what extent the communities' adopted goals and objectives have been or are being met, a rough draft for review by County Administrative Office staff, and the completion of a presentation of the Final Draft of the CEDS Report to the Santa Cruz County Workforce Investment Board

\$10,000

**Part D:** Incorporation of comments and recommendations received from the Workforce Investment Board, delivery of the Final CEDS Report to the County Administrative Office on or before November 22, 2002, and acceptance by the federal EDA as meeting the agencies CEDS guidelines.

\$10,000