County of Santa Cruz

HUMAN SERVICES DEPARTMENT
Cecilia Espinola, Director
1000 Emeline Avenue, Santa Cruz, CA 95060
(831) 454-4130 FAX: (831) 454-4642

November 15, 2011 AGENDA: December 6, 2011

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

2011-12 AGREEMENT WITH APPLIED DEVELOPMENT ECONOMICS FOR COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY PLAN UPDATE

Dear Members of the Board:

As your Board is aware, the federal Economic Development Administration (EDA) requires a performance report be submitted annually to update the 2007 Comprehensive Economic Development Strategy (CEDS) Plan for the Santa Cruz County planning area. The update must be submitted to the Economic Development Administration by February 28, 2012. The purpose of this letter is to seek your Board's approval of the 2011-12 contract with consultant Applied Development Economics (ADE) to prepare and complete the required 2011 CEDS Plan Update.

The EDA requires each planning area's CEDS Committee to provide oversight of the development and maintenance of a Comprehensive Economic Development Strategy (CEDS) Plan in order to retain local eligibility for EDA funds. The CEDS Plan is developed by the Workforce Investment Board's CEDS Committee, approved by the Workforce Investment Board, and your board. The 2007 Plan was approved by the EDA and has been updated annually to remain in approved status.

The CEDS operations, including the ADE contract, are funded annually through a Memorandum of Understanding between the County of Santa Cruz, and the Cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville for 2008 through 2012. This year's ADE contract has been reduced to $19,000 from the previous years' $25,000 because the City of Santa Cruz has withdrawn its annual contribution to CEDS operations, or $11,320 of the annual $52,171 CEDS budget. This is due to uncertainty resulting from the Governor's legislation to close redevelopment agencies and due to the court ordered stay of redevelopment expenditures pending the California Supreme Court's ruling on the challenge to the termination of redevelopment agencies. The City of Santa Cruz has indicated that it may decide to rejoin the CEDS process and ask to be included in the 2011 CEDS Plan Update process once the redevelopment agency litigation is resolved.

ADE has served as the lead consultant in the production and submission of both the Five-Year CEDS Plan, last approved in 2008, as well as the three subsequent annual CEDS Updates, working closely with WIB staff, local jurisdictions, and the CEDS Committee. Each of the Plan Updates has been approved by EDA, thus maintaining local eligibility for EDA funding. Given ADE's familiarity with CEDS implementation and local economic conditions, staff recommends renewal of the ADE consultant agreement. In order to assure timely completion of the 2011 CEDS update, staff has renegotiated the contract with ADE to reflect the reduced revenues, with additional provisions that Santa Cruz City updates, proposed projects, and priority projects will not be included in the 2011 Update.

IT IS THEREFORE RECOMMENDED that your Board:

1. Authorize the Human Services Department Director to sign an agreement with Applied Development Economics in the amount of $19,000 to provide Comprehensive Economic Development Strategy services in fiscal year 2011-12 to complete the 2011 CEDS Plan Update.

Very truly yours,

Cecilia Espinola

CECILIA ESPINOLA
Director

CE\ DL\GM
n:\Board Letters\FY11-12\WIB\2011 -12 Agreement with Applied Development Economics for CEDS Update Services

RECOMMENDED:

Susan A. Mauriello

SUSAN A. MAURIELLO
County Administrative Officer

Attachments: Contract
ADM-29

Cc: Applied Development Economics and Jurisdictions

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: **HUMAN SERVICES DEPARTMENT**
By: Barbara Coy Fuller (Signature) 11-17-11 (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 Human Services Department**
   and **Applied Development Economics, 100 Pringle Ave., #560, Walnut Creek, Ca. 94596** (Name/Address)
2. The agreement will provide **preparation of the CEDS Annual Performance Report.**
3. Period of the agreement is from **July 01, 2011** to **June 30, 2012**
4. Anticipated Cost is $ **19,000 (dec 6,000)** [ ] Fixed [ ] Monthly Rate [ ] Annual Rate [✓] Not to Exceed
   Remarks: **Contact: G. McNeil x7543 Reduce contract in the amount of $6,000 for a new contract amount of $19,000.**
5. Detail: [✓] On Continuing Agreements List for FY 11 - 12 PageCC- 9 Contract No: **13598-01** O R [ ] 1st 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 **391600** (Index) **3665** (Subject)

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

Appropriations (are) / are not available and have been / (will be) encumbered.

Contract No: EW 13598-01
By: [signature] Date: 11/17/11
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the **Human Services Department Director** to execute on behalf of the **County of Santa Cruz Human Services Department**

Date: 11/28/11 By: [signature]
County Administrative Office

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

ADM – 29 (4/08)
Title 1, Section 300 Proc Man

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___

_____
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. #13598

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this **1st** day of **July, 2011** by and between the COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT, WORKFORCE INVESTMENT BOARD, hereinafter called COUNTY, and, **Applied Development Economics, Inc., 100 Pringle Avenue, Walnut Creek, CA 94596**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES**. CONTRACTOR agrees to exercise special skill to accomplish the following result(s):

Please see Attachment A Scope of Services & Project Deliverables.

The Contractor will draft the Comprehensive Economic Development Strategy (CEDS) Plan Annual Performance Report for Santa Cruz County which meets Economic Development Administration (EDA) approval standards as set forth in Federal Regulations at section 303 (13 C.F.R. § 303) as well as 2006 EDA updates to CEDS guidelines. The final product (the CEDS Annual Performance Report) must be approved by the EDA by February 28, 2012 in order to keep the Santa Cruz County CEDS Five-Year Plan approved by EDA March 31, 2008 current. The CEDS Five-Year Plan is required by the U.S. Department of Commerce, EDA, in order to apply for federal EDA funding. The process for developing the CEDS Plan Annual Performance Report is detailed in Attachment A Scope of Services & Project Deliverables. Achieving EDA approval of the CEDS Annual Performance Report is the ultimate end point and deliverable of this contract.

2. **COMPENSATION**. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

PAYMENT POINTS

Satisfactory completion of the following deliverables as determined by the County/WIB:

A. 5% ($950) paid upon approval of the project work-plan by the WIB/County.

B. 30% ($5,700) total (as detailed below: **one task with two payment points; each payment point at $2,850.50**) paid upon the Strategic Analysis completion and approval by the CEDS Project Team. Deliverables as follows (and as detailed in Attachment A Scope of Services). Each of the below may be paid in two phases ($2,850.50 each phase):

- Phase I: work underway as approved by WIB Director
- Phase II: work complete as approved by WIB Director

Tasks:

i. Prepare updates of CEDS performance criteria data to support annual CEDS reporting to EDA.

C. 25% ($4,750) paid upon the draft Plan CEDS Annual Performance Report completion and approval by the CEDS Project Team. This Report should (as detailed in Attachment A Scope of Services):

1) Adjust the CEDS as needed.
(2) Report on the previous year's economic development activities and any significant changes in the region's economic conditions.
(3) Evaluate effectiveness in meeting goals.
(4) Schedule achievable goals for the coming year.

D. 40% ($7,600) paid upon approval of the CEDS Annual Performance Report by the federal Economic Development Administration.

Payment not to exceed **$19,000.00**. Final payment processed after project completion and EDA approval of CEDS Plan CEDS Annual Performance Report, receipt of invoice, and approval of WIB Director.

Submit invoice for payment to:
Workforce Investment Board

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Attn: Gary McNeil, WIB Senior Analyst
1000 Emeline Ave.
Santa Cruz, CA 95060

3. **TERM**. The term of this contract shall be July 1, 2011 through June 30, 2012.

4. **EARLY TERMINATION**. This Contract may be terminated in whole or in part for any of the following circumstances:

a . Early Termination - Either party hereto may terminate this Contract at any time by giving thirty (30) days written notice to the other party.

b. Termination for Convenience - Either party may request a termination for convenience, upon thirty-day advance written notice thereof to the other, or canceled immediately by written mutual consent.

c. Termination for Cause - The County, upon written notice to the Contractor, may immediately terminate this Contract, or any separable part performance under this Contract, should the Contractor fail to perform properly any of its obligations hereunder. In addition, the County may suspend or reduce its payment obligation to the Contractor for non-compliance with the terms and conditions of the Contract

d. Cessation or Reduction of Funding - Notwithstanding Paragraph 4a above, in the event that Federal, State, County or other non-County funding for this contract ceases or is reduced, the County may immediately terminate or amend this Contract without prior written notice to the Contractor. All funding provided by this contract is contingent on the availability of funds from Santa Cruz County and the Cities of Capitola, Santa Cruz, Scotts Valley and Watsonville, and continued authorization for contract activities is subject to amendment or termination due to lack of funds or authorization.

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 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 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 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 _____.

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, shall each be covered with Automobile Liability Insurance in the minimum amount of $500,000.00 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 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. This insurance coverage shall not be required if both the CONTRACTOR and COUNTY acknowledge to this fact by initialing here _____/_____.

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 years after the expiration of the 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 the insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be cancelled until after thirty (30) days prior written notice has been given to:

Santa Cruz County
Workforce Investment Board, Human Services Department
1000 Emeline Ave.
Santa Cruz, CA 95060
Attention: Gary McNeil, WIB Senior Analyst

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 coverage. All Certificates of Insurance shall be delivered or sent to:

Workforce Investment Board, Human Services Department
1000 Emeline Ave.
Santa Cruz, CA 95060
Attention: Gary McNeil, WIB Senior Analyst

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, creed, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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, creed, religion, national origin, ancestry, disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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 (worker's 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 workplace; (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. **OFF-SHORE OUTSOURCING.** By their signature to this agreement, the CONTRACTOR certifies that any work done under this contract, either by the CONTRACTOR or any SUBCONTRACTOR, will be performed solely by workers within the United States.

10. **NONASSIGNMENT**. Contractor shall not assign this Agreement without the prior written consent of the COUNTY.

11. **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.

12. **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.

13. **ACKNOWLEDGEMENT**. Contractor shall acknowledge on any commemorative plaques and in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

14. **LIVING WAGE ORDINANCE - REQUIREMENTS**. This agreement shall be subject to and the CONTRACTOR shall comply with the applicable provisions of Chapter 2.122 of the Santa Cruz County Code entitled "Payment of Living Wage" if either subparagraphs A. (For-Profit Contractor) or B. (Non-Profit Contractor is initialed by COUNTY.

    A. **For-Profit Contractors.** The CONTRACTOR is a for-profit agency subject to the applicable provisions of Santa Cruz County Code Chapter 2,122, if this subparagraph is initialed by COUNTY_____. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

    If a contract for Living Wage covered services in excess of $50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

    "CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith

efforts have been made to comply with this provision." 0345

B. **Non-Profit Contractors.** The CONTRACTOR is a non-profit corporation, not otherwise exempted from the requirements of Santa Cruz County Code Chapter 2.122, if this section is initialed by COUNTY _____. Non-profit contractors shall be subject to and shall comply with the applicable provisions of Santa Cruz County Code Section 2.122.050 if the COUNTY initials this subparagraph.

15. **NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS.** The following requirements shall be met, in addition to any other requirements of this Agreement:

A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Agreement to provide links to the Santa Cruz Public Libraries Community Information Database (www.santacruzpl.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

B. **Financial Reporting Requirements** – Contractor shall comply with all fiscal reporting requirements included as Financial Reporting Attachment of this Agreement.

ATTACHMENTS. This Agreement includes the following attachments:

Attachment A – Scope of Services & Project Deliverables
Attachment B - Certification Regarding Drug-Free Workplace
Attachment C – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements
Attachment D - Assurance of Compliance, Nondiscrimination in State and Federally Assisted Programs

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

1. **CONTRACTOR**
Applied Development Economics, Inc.

By: _____
Signed
: DOUGLAS H. SVENSSON
Printed

Address: 100 PRINGLE AVE., #560
WALNUT CREEK, CA. 94596
Telephone: (925) 934-8712
Fax: (925) 934-2402
E-Mail: dsvensson@adeusa.com

3. **COUNTY OF SANTA CRUZ**

By: _____
Signed
_____
Printed

Human Services Department/
Workforce Investment Board
1000 Emeline Ave.
Santa Cruz, CA 95060

2. **APPROVED AS TO INSURANCE:**

By: _____ 11/9/11
Risk Management

4. **APPROVED AS TO FORM:**

By: Marie Costa 11-7-11
County Counsel

DISTRIBUTION: Auditor Controller
Human Services Department and WIB
Contractor

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Attachment A Scope of Services & Project Deliverables

The Contractor will prepare the 2011 CEDS Annual Performance Report that keeps the Comprehensive Economic Development Strategy Five-Year Plan (CEDS Plan or Plan) for Santa Cruz County current. The CEDS Annual Performance Report due February 28, 2012, must meet Economic Development Administration (EDA) approval standards as set forth in Federal Regulations at section 303 (13 C.F.R. § 303). The final product must be approved by the EDA. The CEDS Plan, as well as Annual Performance Reports, is required by the U.S. Department of Commerce, EDA, in order to apply for US EDA funding.

CEDS Annual Performance Report Development Process Overview/Meeting EDA Requirements

In concert with the Santa Cruz County Comprehensive Economic Development Strategy (CEDS) Project Team as defined in the Memorandum of Understanding (MOU) approved by the Santa Cruz County Board of Supervisors on June 10, 2008, the Contractor will:

- Provide and implement a plan ("Workplan") for data compilation, analysis and evaluation and design of a CEDS Annual Performance Report document.
- Prepare and publish a written Comprehensive Economic Development Strategy Annual Performance Report for Santa Cruz County that is written in accordance with current EDA requirements, including 2006 guidelines, as detailed at section 302 of the Public Works and Economic Development Act of 1965 (42 U.S.C. § 3162) and EDA's regulations at 13 C.F.R. part 303. According to EDA guidelines The CEDS Annual Performance Report should, at a minimum:
    - (1) Prepare updates of CEDS performance criteria data and CEDS implementation to support annual CEDS reporting to EDA, including:
        - A. Reporting progress on the Performance Measures, Goals, Objectives in the 2007 CEDS Five-Year Plan.
    - (2) Discuss community and private sector participation in the CEDS effort.
- Participate in public review process if needed/required. EDA requires that any CEDS Annual Performance Report that results in a change in the technical components of the EDA-approved CEDS must be available for review and comment by the public for a period of at least thirty (30) days prior to submission of the performance report to EDA;
- Develop an Annual Performance Report Plan that:
    - Is reviewed and approved by the CEDS Project Team/Committee and may be by the WIB and/or Board of Supervisors
    - Meets US EDA CEDS Annual Performance Report submittal deadlines.
    - Is reviewed *and approved* by the federal Economic Development Administration
- Be responsible for the changes (if any) required resulting from EDA's review(s).
- Provide the Project Team with 20 bound copies of the final CEDS Annual Performance Report and 6 (six) copies on disk/CD.

WIB as the Lead Agency

The Contractor will:

- Carbon copy the County (ie the WIB), as the lead agency, on correspondence/ communications.
- Discuss key decision points in the process of developing the 2011 CEDS Annual Performance Report with the lead agency prior to dissemination/implementation.

DELIVERABLES 0347

The Contractor agrees to do the following:

Workplan and Timeline

- Develop a workplan and timeline to achieve the following (steps needed to complete the CEDS Annual Performance Report) and submit it for approval to WIB/County.

CEDS Annual Performance Report

Meetings Attendance

- Attend Santa Cruz County CEDS Project Team, Committee, Executive Committee, WIB and/or Board of Supervisors meetings as needed to develop the CEDS Annual Performance Report and agreed upon between the WIB/County and Contractor.

Annual Performance Report Background Information

- Gather and analyze data and information from each jurisdiction necessary, with the exception of the City of Santa Cruz, to report annual progress on each Performance Measure in the Five-Year CEDS Plan approved by the EDA on March 31, 2008.
- Gather and analyze data necessary to report on the following in the CEDS Annual Performance Report:
  a. Number of jobs created after implementation of the CEDS;
  b. Number and types of investments undertaken in the region;
  c. Number of jobs retained in the region;
  d. Amount of private sector investment in the region after implementation of the CEDS; and
  e. Changes in the economic environment of the region.

Annual Performance Report Document

- Using the above information, and other information as needed, draft the CEDS Annual Performance Report for submission to EDA. Document drafts may need approval, as defined by the WIB/County by the CEDS Project Team/Committee, WIB Executive Committee, WIB and/or Santa Cruz County Board of Supervisors.
- Preparing the Annual CEDS Performance Report/Update document with timelines agreed upon by the WIB/County, which allow review by the CEDS Project Team/Committee, WIB Executive Committee, WIB and/or Santa Cruz County Board of Supervisors and submission to EDA for approval by February 28, 2012.
- Preparing the draft CEDS Annual Performance Report in keeping with EDA guidelines including:
  - Documenting the progress achieved on economic development activities regardless of the source of funding, and reports on changing economic conditions.
  - Keeping the CEDS Annual Performance Report short and readily accessible to the public and decision makers who may use it to keep track of the CEDS and its implementation.
  - The CEDS Annual Performance Report should:

    (1) Adjust the CEDS as needed. Adjustments to the strategy may be necessary during the course of the year to take advantage of unforeseen opportunities or address unexpected problems. These adjustments should be consistent with the overall strategy and must be documented in the next annual report. Any changes in the structure or composition of the Strategy Committee or staff should also be described in the annual report.

    (2) Report on the previous year's economic development activities and any significant changes in the region's economic conditions. A report of economic development activities undertaken in the previous year should be related to the needs identified in the strategy. Doing so will assist EDA and other Federal agencies in reporting the benefits resulting from the use of Federal funds.

    (3) Evaluate effectiveness in meeting goals. The report should contain an evaluation that measures effectiveness in meeting the goals of the strategy. Performance measures should be identified to evaluate the CEDS progress of activities. EDA funded planning grantees should conduct annual evaluations of the performance of the CEDS process and include the results in the annual report submitted to EDA.

(4) Schedule achievable goals for the coming year. A program of activities should be set out in a format similar to the action plan contained in the CEDS document. The details in the schedule of activities should be as definitive as possible and should set the baseline for reporting performance in the next annual report. The program of activities should also, as appropriate, be incorporated into the work program of EDA funded planning grants.
(5) Include a list of projects from each jurisdiction (with the exception of the City of Santa Cruz) with certain projects specified as priorities, which may be submitted to EDA as part of a grant application

Other Deliverables

- The Contractor, with the Project Team, will work toward submission to EDA which has the County's CEDS Plan CEDS Annual Performance Report EDA-approved by February 28, 2012. This includes submitting the draft CEDS Plan CEDS Annual Performance Report to EDA no later than February 1, 2012.
- Present information to the Executive Committee, or other bodies of the WIB or community, of the WIB as determined by the WIB Director.
- Contractor will report to the WIB Director or designee at a minimum four periodic progress reports. Meetings may be face-to-face, by phone or in writing as specified by the WIB Director or designee. The periodic progress summary shall briefly summarize:
  - Activities accomplished that month based on the Work plan
  - Any problems that arose and how the problems are being addressed
  - Any deviation from the schedule of activities in the Contractor's work plan/scope of services
  - Plan with action steps to get the project back on schedule

All data, analysis, graphics and computer files produced as a result of this project become the property of Santa Cruz County Workforce Investment Board unless already copyrighted by an original source.

Attachment B

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

The organization named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The organization will:

1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:

   (a) The dangers of drug abuse in the workplace

   (b) The person's or organization's policy of maintaining a drug-free workplace

   (c) Any available counseling, rehabilitation and employee assistance programs, and

   (d) Penalties that may be imposed upon employees for drug abuse violations.

3) Provide as required by Government Code Section 8355(c) that every employee who works in the proposed organization:

   (a) Will receive a copy of the organization's drug-free policy statement, and

   (b) Will agree to abide by the terms of the organization's statement as a condition of employment in the organization.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the organization to the above-described certification. I am fully aware that this certification executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

DOUGLAS H. SVENSSON

Typed Name of Certifying Official

Signature

7/29/11

Date

APPLIED DEVELOPMENT ECONOMICS, INC.

Organization

94-2972908

Federal I.D. Number

Attachment C

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering in of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

APPLIED DEVELOPMENT ECONOMICS
Organization

DOUGLAS H. SVENSSON
Typed Name of Certifying Official

Signature

7/29/11
Date

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Attachment D

ASSURANCE OF COMPLIANCE
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

APPLIED DEVELOPMENT ECONOMICS
NAME OF VENDOR/RECIPIENT

HEREBY AGREES THAT it will comply with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246 as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60 – which are codified for DOL programs at 29 CFR Parts 33 and 37, Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; Title 22, California Code of Regulations 98000 - 98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Director's Signature _____ Date 7/29/11

Address of Vendor/Recipient: 100 PRINGLE AVE., #300
WALNUT CREEK, CA. 94596

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