DELEGATION OF AUTHORITY COVER SHEET

TO BE COMPLETED BY DEPARTMENT/AGENCY

Department Submitting: Office of the County Executive                Fiscal Year: 2010

Board Meeting Date and Agenda Item # when Delegation of Authority was approved: 11/3/09 #41

Contractor’s Name: McComb & Stadler Corporation                        Amount of contract is $120,000.00

What is the maximum amount of the Delegation of Authority? $120,000.00

What is the end date of the Delegation? June 30, 2010

How much has been approved by Contract(s) to date? $120,000.00

Is the insurance requirement current on the online Insurance Compliance System? Yes ☐ No ☐

If no, please explain: ___________________________________________________________________________

A copy of the Executive Summary on the selection process is attached ☐ Yes

Contact Name: Sandy Longbeni                                          Contact Number: 296-5141

Processing Requirements (Specific instructions to the OBA Analyst for distribution of approved copies):

Date Needed: ASAP                                                    Comments: Work starting immediately

TO BE COMPLETED BY COUNTY COUNSEL, OBA ANALYST, AND OFFICE OF THE COUNTY EXECUTIVE:

Name/Date

Approved by County Counsel for form and legality: Yes ☐ No ☐ 11/4/09

Recommended for Approval by OBA: Yes ☐ No ☐ 11/4/09

Approved by Office of the County Executive: Yes ☐ No ☐ 11/4/09

County Counsel Comments: ____________________________________________

OBA Comments: ______________________________________________________

Office of the County Executive Comments: _______________________________

Upon execution of agreement, forward a copy and any subsequent amendment(s) to delegations@co.xw.gov.org, together with the delegation of authority transmittal. Department retains original copy of agreement on file.

Last updated: April 2009
County of Santa Clara
Office of the County Executive

CE12 110309

DATE: November 3, 2009

TO: Board of Supervisors

FROM: Jeffrey V. Smith
County Executive

SUBJECT: Delegation of Authority for Agreement in Excess of $100,000

RECOMMENDED ACTION
Consider recommendations relating to delegation of authority for a contract over $100,000.

Possible action:

a. Approve delegation of authority to County Executive, or designee, to negotiate, execute, amend, terminate, and take any and all necessary or advisable actions relating to a service agreement with McCorquodale Corporation, to provide grant writing and other professional writing services in an amount not to exceed $20,000 for period November 1, 2009 through June 30, 2010, following approval by County Counsel as to form and legality, and approval by the Office of the County Executive. Delegation of authority shall expire on June 30, 2010.

b. Approve Request for Appropriation Modification No. 091 - $120,000 reducing revenues and expenditures in Santa Clara Valley Medical Center Fund 0060 and reallocating General Fund expenditures from the Special Programs budget to the Office of the
County Executive, (Roll Call Vote)

FISCAL IMPLICATIONS
The Request for Appropriation Modification reduces the SCVHC operating budget by $120,000, allowing for a corresponding reduction in the General Fund subsidy to SCVHC. The reduction in General Fund expense for the SCVHC subsidy allows for an increase in General Fund appropriations for contract services in the Office of the County Executive with no net fiscal impact on the General Fund.

CONTRACT HISTORY
The contractor, McCombsdale Corporation, has a FY 2010 contract for $138,000 with the Mental Health Department. This contract will be maintained to allow the contractor to provide support for MFD and MHSA initiatives. An existing FY 2010 contract with SCVHHS is in the amount of $99,000 will be liquidated and replaced by the proposed contract.

REASONS FOR RECOMMENDATION
In response to the County’s fiscal situation, the Administration is seeking to increase organizational capacity for obtaining other funding to maintain County operations. Funding can take the form of government and foundation grants and other awards. However, neither the time nor the expertise for grant proposal preparation are always available within existing departmental resources. This transmission proposes a contract to establish grant- and professional writing assistance, which would be available across department lines.

The contractor will, with the approval and direction of the County Executive, prepare grant proposals for County departments and programs. Services will include coordination with department heads and staff, collection of departmental data and information, research, and preparation of proposal narratives for submission by the department. Assistance could also be offered for other documents, such as timelines, work plans, logic models, tables of contents, bibliographies, letters of support, memoranda of understanding, etc.

The contractor will also be utilized for other professional writing tasks as assigned by the County Executive. A specific example is the preparation of health agency reports, similar to the one recently prepared for the Mental Health Department, for submission to the Board of Supervisors.

It is estimated that the contractor will provide 80 to 100 hours of service per month for the remainder of this fiscal year. Estimated costs would not exceed $120,000. Allocation of contract hours will be managed by the County Executive through development of procedures for review of departmental requests for assistance, determination of project assignments, and for review of products in collaboration with the affected departments.

If this effort is determined to be successful, a proposal for establishing this resource on a permanent basis will be included in the FY 2011 budget process. Given the critical nature of this task, approval for a sole source contract is sought for the current year. The contractor, McCombsdale Corporation, has experience of over 15 years in working on projects associated with a broad array of County services, including those provided by the Social Services Agency, SCVHHS, and the justice system, and has a unique understanding of the program and fiscal issues in county departments.

CONSEQUENCES OF NEGATIVE ACTION
If delegation of authority to create the proposed agreement is not granted, the Office of the County Executive will be unable to move forward with provision of assistance in grant and professional writing for County departments.
STEPS FOLLOWING APPROVAL
No steps following approval for the Clerk of the Board.

ATTACHMENTS

• Budget Modification
<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Fund</th>
<th>PM #</th>
<th>Cost Center</th>
<th>O.L. Account</th>
<th>Project Definition</th>
<th>Employee Class</th>
<th>Revenue</th>
<th>Expenditure</th>
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<tbody>
<tr>
<td>1</td>
<td>Purchased Services-Other</td>
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<td>121</td>
<td>4692</td>
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<td>(120,000.00)</td>
<td>(120,000.00)</td>
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</tr>
<tr>
<td>2</td>
<td>Transfer to - General Fund Salary</td>
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<tr>
<td>3</td>
<td>SDVC Subsidy</td>
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<td>4</td>
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<td>0001</td>
<td>107</td>
<td>1107</td>
<td>5250000</td>
<td></td>
<td></td>
<td></td>
<td>(120,000.00)</td>
</tr>
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</table>

**Total Financials:**

- **Revenue:** (120,000.00)
- **Expenditure:** (120,000.00)

**SAP Document Numbers:**

**Prepared By:**

**FM:**

**Entered to SAP by:**

**Date entered:**

**Checked by:**

**Transmittal #091**

Approved by the Board of Supervisors

(Forward original to The Controller-Treasurer Department)
COUNTY OF SANTA CLARA - SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION
Date: November 2, 2009
Agency/Department Name: Office of the County Executive
Department No.: 107

Brief Description of Services: Perform services as grant researcher and writer, and other professional writing services as required.

Maximum Financial Obligation: $120,000.00

Term of Agreement: Start Date: November 1, 2009
End Date: June 30, 2010

For County Use Only - SAP

<table>
<thead>
<tr>
<th>Account Number</th>
<th>General Ledger Type</th>
<th>Cost Center</th>
<th>Amount</th>
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<th>Internal Order</th>
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</tr>
<tr>
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<td></td>
</tr>
</tbody>
</table>

SECTION II: PARTIES TO AGREEMENT

CONTRACTOR
Legal name pertaining to this agreement will be sent to the County, AP and County Pystems Budget.

Name: John McCrae
Address: 472 Matherly Drive
City/State/Zip: San Jose, CA 95127
Telephone: 408-269-4740
Fax: 408-269-4741

COUNTY OF SANTA CLARA
Agency/Dept: Office of the County Executive
Contact Person: John McCrae
Address: 70 W. Hamilton, 1st Floor
City/State/Zip: San Jose, CA 95119

SECTION III: CONTRACT AUTHORIZATION

This agreement between County and Contractor shall not go into effect until the County has executed this Agreement.

SIGNATURES
Contract to be executed signed by Contractor and Procurement Department. All other amount is hereby accepted.

Page 1 of 8 - Effective August 2009

Sincerely,

[Signature]

[Signature]
Considered
SECTION V: CONTRACT SPECIFICS

Describe the services to be performed or unique elements of the contract. If more space is needed, attach a separate document—Attachment A. If the contractor wishes to add contract language or modify the Standard Service Agreement, then County Counsel must approve and sign the Agreement. County Counsel approval is not required if Attachment A refers to Contract Specifics listed on this page.

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or □ See Attachment A attached hereto and incorporated herein by this reference

B. DELIVERABLES, MILESTONES, TIMELINE FOR PERFORMANCE

Or □ See Attachment A attached hereto and incorporated herein by this reference

C. PERFORMANCE STANDARDS

List specific standards and criteria sufficient to evaluate Contractor's performance and quality of deliverables.

Or □ See Attachment A attached hereto and incorporated herein by this reference

D. PAYMENT SCHEDULE

Be specific as to hourly rate, payment by milestones, etc.

Or □ See Attachment A attached hereto and incorporated herein by this reference

Changes to the terms and conditions on this page require approval of County Counsel.
SECTION VI: STANDARD PROVISIONS

A. ENTIRE AGREEMENT
This document represents the entire Agreement between the parties. All prior negotiations and written and/or oral agreements between the parties with respect to the subject matter of the agreement are merged into this Agreement.

B. CONFLICTS OF INTEREST
In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest.

C. GOVERNING LAW, VENUE
This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

D. ASSIGNMENT
No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

E. WAIVER
No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply to the specific instance expressly stated.

F. NON-DISCRIMINATION

- Standard Non-Discrimination Language
  Contractor shall comply with all applicable Federal, State, and local laws and regulations including Santa Clara County’s policies concerning nondiscrimination and equal opportunity in contracting. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; The Rehabilitation Act of 1973 (Sections 603 and 604); California Fair Employment and Housing Act (Government Code sections 12900 et seq.); and California Labor Code sections 1101 and 1102. Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

- OR -

☐ Alternate Non-Discrimination Language Attached (Requires County Counsel Approval)

G. TERMINATION

- Standard Termination Language
  The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

- OR -

☐ Alternate Termination Language Attached (Requires County Counsel Approval). Any alternate termination language must include the following budgetary contingency provision: This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

Page 4 of 8 - Effective August 2009
H. COUNTY NO-SMOKING POLICY
Contractor and its employees, agents and subcontractors, shall comply with the County’s No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

SECTION VII: CONTRACTING PRINCIPLES

A. Other Current County Contracts
If contractor’s cumulative total of contracts with the County exceeds $100,000, this contract is likely to be a Type I contract. Refer to the Contracting Principles.

☑ Contractor has no other current County contracts for same or similar services
☑ Contractor has other contracts for same or similar services within the County

Enter contract information for other contracts in table below

<table>
<thead>
<tr>
<th>Agency/Dept/Division</th>
<th>Type of Service</th>
<th>Current Fiscal Year Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Department</td>
<td>MHSA Support</td>
<td>$138,000</td>
</tr>
<tr>
<td>Total of all Current Fiscal Year Contracts</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

Or [ ] See Attachment

B. CONTRACTOR SELF-DECLARATION

[ ] Contractor declares that this is a Type I service contract under the Board of Supervisor’s Resolution on Contracting Principles. If this box is checked, please complete the following:

Type I Category: ILG.3
Explanation: Contractor has less than 20 employees.

TYPE I CONTRACT:

Type I service contracts are subject to the Resolution of Contracting Principles adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following:

Contractor shall, during the term of this contract, comply with all applicable federal, state, and local rules, regulations, and laws.

Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and

Page 5 of 8 – Effective: August 2009
TYPE II CONTRACT

This contract is a Type II service contract subject to the resolution of Contracting Principles (Resolution) adopted by the Board of Supervisors on October 28, 1997. Accordingly, Contractor shall comply with all of the following during the term of this contract:

a. Contractor shall comply with all applicable federal, state, and local rules, regulations, and laws.

b. Contractor shall maintain financial records adequate to show that County funds paid under the contract were used for purposes consistent with the terms of the contract. These records shall be maintained during the term of this contract and for a period of three (3) years from termination of this contract or until all claims, if any have been resolved, whichever period is longer or, longer if otherwise required under other provisions of this contract.

c. To enable County to determine compliance with the requirements of the Resolution and this contract, Contractor shall, through its designated representatives, provide to County or its designated agents reasonable access to facilities, records, and employees used and employed in connection with the provision of services under the contract, except where such access is prohibited by federal or state laws, regulations, or rules.

d. Contractor shall provide to the County Department/Agency responsible for monitoring the contract, within fifteen (15) days of receipt by Contractor, with copies of any and all financial audits completed during the term of the contract. For the purposes of this section, "financial audit" includes any final audit report transmitted to Contractor by the auditor, but does not include draft reports, performance or program audits.

e. Contractor shall use County funds paid under this contract for County services and shall not use County funds for general employer costs that do not support or otherwise directly relate to the scope of contracted services. Consistent with the financial provisions of the contract, this requirement shall not preclude the realization of profit or savings.

f. Contractor shall promptly advise the County Department/Agency responsible for monitoring the contract of: (1) the issuance of any legal complaint by an enforcement agency, or of any enforcement proceedings by any Federal, State, or Local agency for alleged violations of federal, state or local rules, regulations or laws, and/or (2) the issuance of citations, court findings or administrative findings for violations of applicable federal, state or local rules, regulations, or laws.

g. As required under the Resolution and the County's implementing procedures, Contractor provided to County as a part of the selection (substitute "renewal," "reappointment," or "reappointment" as appropriately process certain information pertaining to the provision of services under this contract and/or expenditures to be charged under the contract, including information concerning wages and benefits for Contractor's employees, length of service, staff turnover and training, complaints (if any) regarding legal violations and collective bargaining agreements and/or personnel policies. Contractor warrants and represents that the information so provided was complete and accurate.

The failure of Contractor to comply with any portion of Section VII, including the Contractor Self-Declaration of Status is considered a material breach of this contract and may, at the option of the County, constitute grounds for the termination and non-renewal of the contract. Contractor may be provided reasonable notice of any intended termination or non-renewal on the grounds of noncompliance with this Section, and will have the opportunity to respond and discuss the County's intended action.
SECTION VIII: INSURANCE / INDEMNIFICATION

Independent Contractors must comply with the County’s Insurance and indemnification requirements as indicated below. These requirements do not apply to Dependant Contractors.

A. TYPE OF INSURANCE LANGUAGE

The following standard insurance and indemnification language is attached and incorporated into this agreement:

- B-2 Standard Service Contracts Above $100,000
- B-2A Standard Service Contracts Between $50,001 and $100,000
- B-2B Standard Service Contracts Between $10,001 and $50,000
- B-2C Standard Service Contracts Up To $10,000
- B-2D Environmental Services Contracts
- B-3 Professional Services Contracts (e.g. Medical, Legal, Financial, etc.)
- B-3A Architects and Engineers Service Contracts
- B-9 Part-time Trainer Contracts up to $50,000

Modification or Waiver Attached if Appropriate

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers Compensation: Does the contractor have employees? If “YES”, then, WORKER’S COMPENSATION/EMPLOYER’S LIABILITY INSURANCE IS REQUIRED.</td>
<td>☒</td>
</tr>
<tr>
<td>2. Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR OWNED AUTOS IS REQUIRED.</td>
<td>☒</td>
</tr>
<tr>
<td>3. Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If “YES”, then INSURANCE FOR HIRED AUTOS IS REQUIRED.</td>
<td>☒</td>
</tr>
<tr>
<td>4. Non-owned Auto Insurance: Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If “YES” then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.</td>
<td>☒</td>
</tr>
</tbody>
</table>

When “NO” is checked, this declaration will serve as a waiver for the specified type of insurance.

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Considered
SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS
(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc)

☐ A. Federal Required Language Attached (optional)
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

☐ B. State Required Language Attached (optional)
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

SECTION X: ADDITIONAL ATTACHED EXHIBIT (S) (optional)
If exhibits are added to this Service Agreement, the contract will require review, approval, and signature of County Counsel, with the exception of attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits. Examples of attachments that require County Counsel approval are: 1) Contractor’s terms and conditions that are different than, or add to the standard provisions language, 2) Any changes to the language in Section VI—Standard Provisions.

☐ Exhibit Name(s)   Exhibit A – Scope, Deliverables, Performance Standards, Payment Terms

The Exhibits named above are attached hereto and incorporated herein by this reference

SECTION XI: MISCELLANEOUS

☐ Statement of Economic Interest, FORM 700
If Form 700 is required, it must be filed with the Clerk of the Board within 30 days of the contract’s effective date of ______________. Contractor must submit Form 700 by ______________, to the Department’s Contract Monitor. Department’s Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by ______________.

SECTION XII: BEVERAGE NUTRITIONAL CRITERIA
Contractor shall not use County funds to purchase beverages that do not meet the County’s nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are: (1) water with no additives; (2) 100% fruit juices with no-added sugars, artificial flavors or colors (limited to a maximum of 16 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.
Considered

Section V. CONTRACT SPECIFICS

A. Service Description and Expected Outcome (scope of service)

Services will include, but not be limited to:

- With the approval and at the direction of the County Executive or designee, Contractor will prepare grant proposals for County departments and programs. Services will include meeting and coordination with appropriate department heads, managers and staff; collection of departmental data and information; research; and preparation of draft and final proposal narratives for submission by the department or appropriate staff. Work also may include assistance with the preparation of other required proposal documents, such as timelines, work plans, logic models, tables of contents, bibliographies, letters of support, memorandums of understanding, etc. Work will not include the design and completion of detailed evaluation plans, except to the extent of editing for language and consistency with the remainder of the proposal narrative.

The Office of the County Executive will develop procedures and protocols for the receipt and review of requests for the Contractor’s assistance with grant writing projects, and in consultation with the Contractor, will make determinations about project assignments.

- Contractor will complete work on two Public Health Department grant proposals for submission by December 1, 2009, to the U.S. Centers for Disease Control. The proposals request grant funding for Category A. obesity prevention, physical activity and nutrition, and Category B. tobacco prevention and control, through the American Recovery and Reinvestment Act of 2009: Communities Putting Prevention to Work.

- Contractor will, as requested, assist Valley Medical Center, the Department of Alcohol and Drug Services and the Public Health Department with the preparation of Health Agenda Reports for submission to the CEO and Board of Supervisors. Services are expected to include frequent meetings with the department directors and/or their designees to gather information and understand their decision-making philosophy and processes; research concerning needs; information collection from units within the departments concerning service provision categories, levels, and data collection capacity (current and planned); and drafting the reports for the review, edit and approval of the department directors prior to submission.
• Contractor will undertake other professional writing assignments at the request and direction of the County Executive.

The County will own all research, data collection, databases and documents created by Contractor in the performance of this agreement.

B. Deliverables, Milestones, Timeline for Performance

• Preparation of Public Health grant proposals will be completed for submission by December 1, 2009.

• All grant applications are deliverables. Preparation of other grant proposals will be ongoing during the contract period. Each grant application will have its own deadlines.

• Timelines for other projects will be established by the Contractor, County Executive and Contract Monitor.

C. Performance Standards

• Performance will be measured through review of work products, including complete and incomplete applications, approach to projects, communication with staff, and by the success of the proposals garnering grant awards on behalf of the County and its programs/projects (taking into consideration variables over which Contractor has no control).

• Contractor will email an electronic copy of all completed deliverables/work products to Contract Monitor within 30 days of completion of the application, including but not limited to complete and incomplete grant applications.

D. Payment Schedule

• Contractor shall be paid at the rate of $150 per hour for a minimum of 80 hours per month for work completed under this contract. Additional hours, beyond those which are required for completion of a proposal in progress, may be provided based on the mutual agreement of the Contractor and Contract Monitor.

• Payment will be made upon submittal of invoices, and approval by the Contract Monitor.
This Checklist is an internal County document; it is not a part of the agreement.

AGENCY/DEPARTMENT: Office of the County Executive
PREPARED BY: Sally Logothetti
CONTRACTOR NAME: Jean McCorquodale

- Agreement is not valid until signed by the Director of Procurement and/or those authorized by the Board -

DEPT - A checkmark in the DEPT box indicates that the Department preparer has reviewed the Agreement and determined that it is complete and that all required documents have been attached. The Department preparer has verified, in accordance with County Ordinance Code A34-80, that this contract meets the limit of $100,000 or less. per fiscal year, per budget unit, per contractor, or $600,000 or less if it is related to a current or past acquisition of one or more technology products, and County Counsel has approved it as to form and legality.

OBA - A shaded box under Office of Budget and Analysis (OBA) indicates an area to be reviewed by an OBA Analyst to determine that the item is sufficient to meet County requirements.

PROC. NA - A checkmark in the NA box means that the item is not applicable in this case.

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<thead>
<tr>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

SECTION I: GENERAL INFORMATION

Agency/Department Information [X] [ ] [ ] [ ]
Start/End Dates [X] [ ] [ ] [ ]

SECTION II: CONTRACT BILLING INFORMATION

Contractor Name/Address [X] [ ] [ ] [ ]
SCC Vendor No. (SAP) [X]

SECTION III: CONTRACT AUTHORIZATION

Agency Signature [X] [ ] [ ] [ ]
Contractor Signature [X] [ ] [ ] [ ]
County Counsel Signature (if required) [ ] [ ] [X] [ ]

SECTION IV: DETERMINATION OF TAX WITHHOLDING AND BENEFITS STATUS

Determination Complete [X] [ ] [ ] [ ]
W-4, W-9, DE-4, PERS [ ] [ ] [X]

If contract is with a current County employee, attach the Controller/Labor Relations-approved "Hiring Current County Employee" Form [ ] [ ] [X] [ ]

(Do not attach the W-4, W-9 and the DE 4 forms with documents to be scanned into SAP. After processing them through ASAP and PeopleSoft as required, keep a copy of documents on file in department.)
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<thead>
<tr>
<th>SECTION V: CONTRACT SPECIFICS</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Description and Expected Outcome</td>
<td>x</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Deliverables - Milestones - Timeline for Performance</td>
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<tr>
<th>SECTION VI: STANDARD PROVISIONS</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Provisions Included</td>
<td>x</td>
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<tr>
<td>Termination Clause</td>
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<td>Non-Discrimination Clause</td>
<td>i</td>
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<table>
<thead>
<tr>
<th>SECTION VII: CONTRACTING PRINCIPLES</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
<td>Type I or Type II Language</td>
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<tr>
<td>Declaration of Contractor</td>
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<table>
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<tr>
<th>SECTION VIII: INSURANCE/INDEMNIFICATION</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
<td>Required Insurance Exhibit(s) attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Waiver Attached (if appropriate)</td>
<td></td>
<td></td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>SECTION IX: FEDERAL/STATE REQUIRED PROVISIONS</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
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<tbody>
<tr>
<td>Special Provisions Included (e.g. Drug-free Workplace Activity, HIPAA Business Associate Language, etc.)</td>
<td></td>
<td></td>
<td>x</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION X: ADDITIONAL EXHIBITS</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Other Exhibit(s) Included</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SECTION XI: MISCEL-LANEOUS</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>Statement of Economic Interest (Form 700)</td>
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<td></td>
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<td>x</td>
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<table>
<thead>
<tr>
<th>SECTION XII: BEVERAGE NUTRITIONAL CRITERIA</th>
<th>DEPT</th>
<th>OBA</th>
<th>PROC. NA</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Notified of County's Policy on Nutritional Beverages</td>
<td></td>
<td></td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Not relevant to this contract</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Distribution: Scan this document with other related documents into SAP and maintain a copy for Department file. Effective: August 2009 Page 2 of 5
ADDITIONAL REQUIREMENTS

1. PROCUREMENT REQUIREMENTS

A. Signature Authority

The Director of Procurement or his/her designee has the authority to execute this Agreement because:

☐ This Agreement does not exceed $100,000 per fiscal year and the Contractor does not have other agreements within the same budget unit during the same fiscal year that exceeds $100,000 in aggregate.

☐ This Agreement is for Information Technology (IT) services related to a current or past acquisition of one or more technology products and does not exceed $500,000 within the same budget unit, per fiscal year, and County Counsel has approved it as to form and legality.

☐ The Director of Procurement received a delegation of authority from the Board of Supervisors pursuant to a transmittal, resolution or other Board Action. (Attach document)

☒ The Department Head or designee received a delegation of authority from the Board of Supervisors pursuant to a transmittal, resolution or other Board Action. (Attach document)

B. Vendor Selection Process

Contractor was selected by: CHECK ONE

☐ Informal Competitive Process (complete the table below and attach the executive summary in support of your recommendation)

☐ Specified by the Board of Supervisors (attach approved Board transmittal)

☐ Formal Request for Proposal/Request for Qualifications (attach the executive summary in support of your recommendation)

☒ Sole source (explain on page 4)

<table>
<thead>
<tr>
<th>For Informal Competitive Process Only</th>
<th>Vendor #1</th>
<th>Vendor #2</th>
<th>Vendor #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact/Phone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quoted Price</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State reason for vendors not selected</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please refer to Board Policy Manual Section 5.512 – Selection of Contractor. A selection process should, to all extent possible, include consideration of three or more consultants with a written recommendation by agency/departmkt to the Director of Procurement. Sole source selections on such contracts must be justified in writing and approved by the Director of Procurement.
A Sole Source justification is required when only one vendor has been considered in the selection process. County policy requires that the cost of contacting a competitive bidding process be weighed against the size and dollar amount involved in the agreement. Refer to the Board of Supervisors Policy Manual, Section 5.15 for valid reasons for sole source justification.

Explain Sole Source Justification:

- Or -

☐ Sole Source Justification (see attached)

2. OBA REQUIREMENTS

A. Labor Contract and County Policy Requirements

Service Agreements must be consistent with all labor contracts and County policies. Determine if the services included in this agreement are similar to services provided by County employees in any bargaining unit. Consult the appropriate labor contract and the Office of Labor Relations to determine if a specific process is required. Attach an explanation summarizing the results of the process (letter of notification to and confirmation from bargaining unit is required):

I. Are the services in this agreement similar to services provided by County employees in any bargaining unit? ☐ Yes ☐ No

II. If no, please explain: ________________________________

III. If yes, which bargaining unit and job classification? ________________________________

IV. Does this agreement include services that require you to notify one of the County bargaining units (e.g., SEIU Local 716 or SEIU Local 535). If yes, the department MUST attach a copy of the notification. ☐ Yes ☐ No

V. An explanation summarizing the results of the process is attached (see above). ☐ Yes ☐ No

The Questions below must be addressed for ALL Dependent Contractors as well as Independent Contractors or employees of Independent Contractors that have been employed by the County within the last 2 years.

VI. If this Agreement is for an Independent Contractor, has the Contractor or ☐ Yes ☐ No ☐ N/A any of his/her employees been employed by the County within the last 2 years?

VII. If yes, please provide the name of the former employee(s) and answer the questions below for each former employee. Employee Name(s): ________________________________

VIII. Has the Contractor been employed by the County within the last 2 years? ☐ Yes ☐ No

If yes, in what capacity? ☐ Classified ☐ Unclassified ☐ Extra Help ☐ Provisional

Other, please state in what capacity: ________________________________

Date of Separation: ________________________________

Job Class and Step at Date of Separation: ________________________________

Circumstances of Separation: ☐ Retirement ☐ Voluntary Separation ☐ Layoff

Termination ☐ Other

(The County will not enter into Agreements for Service with former employees that have been terminated for cause.)

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B. Authorization to Contract with County Retirees

If the contractor is a County retiree, regardless of the date of retirement, no Agreement can be processed without authorization from the Office of the County Executive.

Is the contractor or any of his/her employees a County retiree? ☐ Yes ☐ No

If yes, a copy of the authorization from the Office of the County Executive MUST be attached.

C. Contracting Principles

Has the vendor received a copy of the Contracting Principles Resolution? ☑ Yes ☐ No

3. PROOF OF INSURANCE (Not required for Dependent Contractors)

PROOF OF INSURANCE IS REQUIRED PRIOR TO START OF SERVICES

Has the vendor submitted all required insurance documents? Are approved waivers on file, if required? ☐ Yes ☐ No

Have you verified that vendor is compliant on the online Insurance Compliance system? ☐ Yes ☐ No

If you answered "No" to either of the above questions, please explain below:

________________________________________________________________________

________________________________________________________________________

4. POLITICAL REFORM ACT REQUIREMENT

Statement of Economic Interest (Form 700)

If Contractor will be making any decisions on behalf of the County or influencing decisions, Contractor is required to complete a Form 700. When in doubt, contact your County Counsel.

Is Form 700 required? ☐ Yes ☐ No

If required, Form 700 must be filed with the Clerk of the Board within 30 days of the contract’s effective date of ____________. Contractor must submit Form 700 by ____________ to the County’s Contract Monitor. County Contract Monitor will submit the completed Form 700 with the Form 700 cover sheet to the Clerk of the Board by ____________.
Sole Source Justification
Jean McCorquodale

This Contractor has provided services to the Health and Hospital System for over ten years in grant writing, resulting in over $100,000,000 in grant awards. During FY 2006 she worked specifically with the Mental Health Department on the vital process of researching and planning for the County’s response to the Mental Health Services Act (MHSA), including involvement in the design of the stakeholder involvement process. She subsequently wrote the initial MHSA planning submission in accordance with the DMH guidelines, and has continued to support the Department’s response to significant reporting deadlines and requirements for planning and budget, as well as periodic updates on the County’s MHSA goals and program areas.

She has recently completed a Health Agenda report for one County department, and will produce other similar reports for other departments under this contract. Her expertise is also needed to prepare grant proposals for two potential grants to the Public Health Department which will, if awarded, provide $40 million in federal funds to County programs.

Her extensive knowledge and experience with County systems and services make her a uniquely valuable resource. She is familiar with a broad range of County programs and services, which enhances her contributions to grant research and professional writing services. This contract will allow the County Executive’s Office to apply her knowledge and skills to a broader array of departmental needs.
EXHIBIT B-2 (revised)

INSURANCE REQUIREMENTS FOR
STANDARD CONTRACTS ABOVE $100,000

Indemnity

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or subcontractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-, V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

Rev. 4/2005
All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
   a. Each occurrence - $1,000,000
   b. General aggregate - $2,000,000
   c. Products/Completed Operations aggregate - $2,000,000
   d. Personal Injury - $1,000,000

2. General liability coverage shall include:
   a. Premises and Operations
   b. Products/Completed
   c. Personal Injury liability
   f. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

   **Additional Insured Endorsement**, which shall read:

   “County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

Rev. 4/2002
4. **Automobile Liability Insurance**
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

2a. **Aircraft/Watercraft Liability Insurance** (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)
   For bodily injury (including death) and property damage which provides total limits of not less than one million dollars ($1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired aircraft/watercraft.

5. **Workers’ Compensation and Employer’s Liability Insurance**
   a. Statutory California Workers’ Compensation coverage including broad form all-states coverage.
   b. Employer’s Liability coverage for not less than one million dollars ($1,000,000) per occurrence.

E. **Special Provisions**

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of such insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractor’s obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be subject, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.

Rev. 4/2002
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Fidelity Bonds. (Required only if Contractor will be receiving advanced funds or payments)

Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.
1. Date of Request: 11/2/2009
2. Name of Contractor: McCon_space_lad Corporation
3. Is this a Board Approved Contract: Yes x No 
4. Contract Value: $210,000.00
Term of Contract: 11/1/09 - 6/30/10
5. Type of Insurance Waiver Requested: Reduce Comp. Gen. Liability limits for General
Aggregate and Products to $1,000,000.00
6. Reason for Request of Waiver: Consistency with prior waivers for similar work
by this contractor
7. Identify the Scope of Services: Under direction of County Executive, assist in grant
writing and other professional writing
8. Requester Name/Title: Sally Logothete, Administrative Services Manager
9. Agency/Department: Office of the County Executive
10. Phone 299-3141 FAX 296-1613

Request Recommendation: Grant x Deny

Insurance Technical Manager's Signature: Date: 11/2/09

(This section to be completed by the ESA - Insurance Manager)