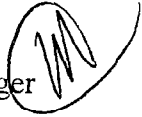


**County of San Mateo
County Manager's Office**

Date March 1, 2001
Hearing Date March 6, 2001

TO: The Honorable Board of Supervisors
FROM: Mary McMillan, Deputy County Manager 
SUBJECT: Agreement with Collaborative Economics for the completion of the San Mateo County Visioning Process

Recommendation: Adopt a resolution authorizing the execution of an amendment to the agreement with Collaborative Economics at an amount not to exceed \$33,500 to complete the San Mateo County Visioning Process.

Background

In 1999, Supervisors Jacobs Gibson and Hill were appointed by the President of the Board to serve as a subcommittee to look into undertaking a visioning process in San Mateo County. The Subcommittee recommended and the Board approved a contract with Collaborative Economics on July 27, 1999, in the amount of \$85,000 and not to exceed \$20,000 for expenses or total of \$105,000. The purpose of the nine-month contract was to conduct and prepare a report on the County's Visioning Process.

The duties included: (1) comprehensive review of the county trends, (2) working with the Board of Supervisors development of potential vision themes and goals, (3) providing a draft report with the framework, themes and potential goals, (4) conduct five community forums, (5) complete final draft report, and (6) advise county staff on the process of developing indicators to measure organizational impact on achieving the goals.

Those duties have been completed.

Discussion

Upon the completion of the five community forums, it was determined that three additional forums were desired to ensure both broad and diverse community participation in the visioning process. The three additional forums were conducted with students at Westmoor High School in Daly City, with representatives of the new economy at Electronic Arts in Redwood Shores; and the final forum was conducted in Spanish with parents and teachers at Garfield Elementary School in North Fair Oaks.

These additional forums resulted in increased costs and extended the term necessary to complete the agreement

Honorable Board of Supervisors

March 1, 2001

Page Two

The Board's Subcommittee of Supervisors Jacobs Gibson and Hill are currently completing a review of the final draft Shared Vision 2010 to be presented to the Board at a March 2001 meeting for your final comment and approval

Fiscal Impact

The amendment would extend the term of the contract to March 31, 2001 and an amount not to exceed \$33,500. This would fund the additional cost and term added to the contract to conduct the additional three community meetings and complete the Visioning Process

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION AUTHORIZING AN AMENDMENT TO AN AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COLLABORATIVE ECONOMICS

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the Board approved and entered into an agreement between the County of San Mateo and Collaborative Economics, referenced to which is hereby made for further particulars, and

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors that the President of the Board is authorized and directed to execute an amendment to said Agreement for an on behalf of the County of San Mateo to extend the term of the agreement to March 31, 2001 and for an amount not to exceed \$33,500, and the Clerk of this Board shall attest the President's signature thereto

* * * * *

SAN MATEO COUNTY
COUNTY MANAGER'S OFFICE

DATE July 21, 1999

TO: Honorable Board of Supervisors
FROM: John L. Maltbie, County Manager
SUBJECT: Agreement with Collaborative Economics

RECOMMENDATION: Adopt a resolution authorizing execution of an agreement with Collaborative Economics for development of a San Mateo County Visioning Process.

BACKGROUND

Supervisors Jacobs Gibson and Hill were appointed by the President of the Board to serve as a subcommittee to look into undertaking a visioning process in San Mateo County. They met with the County Manager and interviewed two local consulting firms that have been involved in visioning efforts in nearby counties.

DISCUSSION

The subcommittee recommends that Collaborative Economics be engaged as a consultant to assist the County in a visioning process. This firm most recently was the lead consultant to the Joint Ventures Silicon Valley Vision 2010 project. Collaborative Economics is located in Palo Alto and has an in-depth understanding of the economy and social issues in the Bay Area. It is well qualified to undertake this assignment.

The project will be completed in eight months. There are seven specific tasks that the consultant will undertake. County staff will assist the consultant with its analysis of County trends and in the preparation of performance measures. The end product will be the approval of goals with specific performance measures to enable the Board to monitor progress on implementation of the final report.

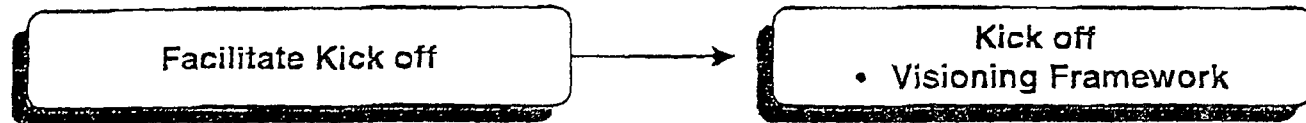
FISCAL IMPACT

The contract with Collaborative Economics is for \$85,000, plus an additional \$20,000 for other expenses with the approval of the County. The scope of work is outlined in "Exhibit A" to the Agreement.

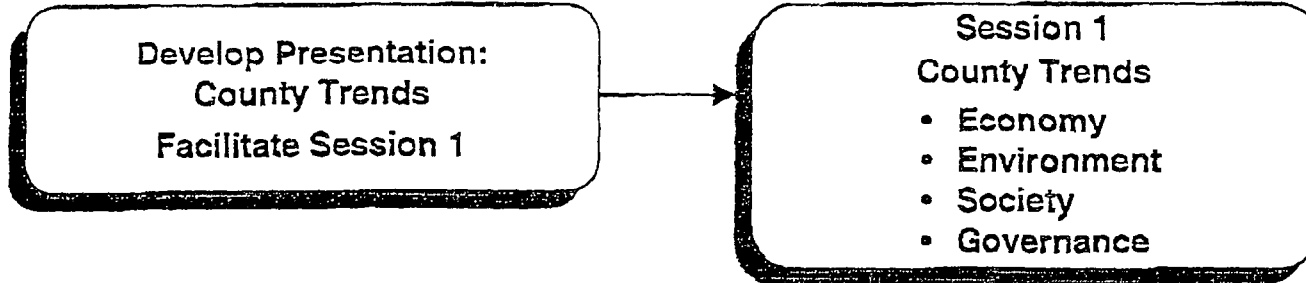
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BOARD OF SUPERVISORS

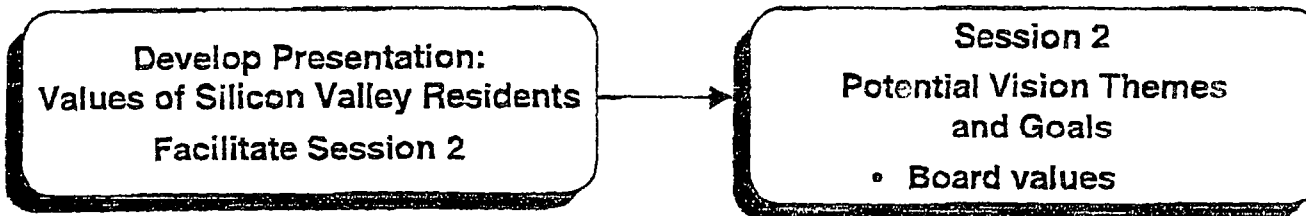
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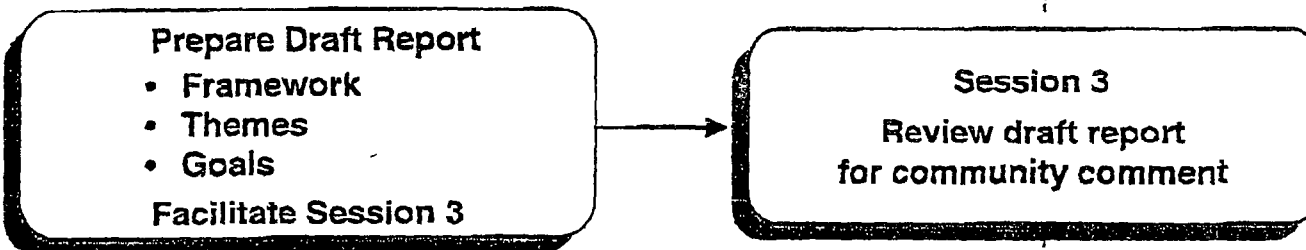
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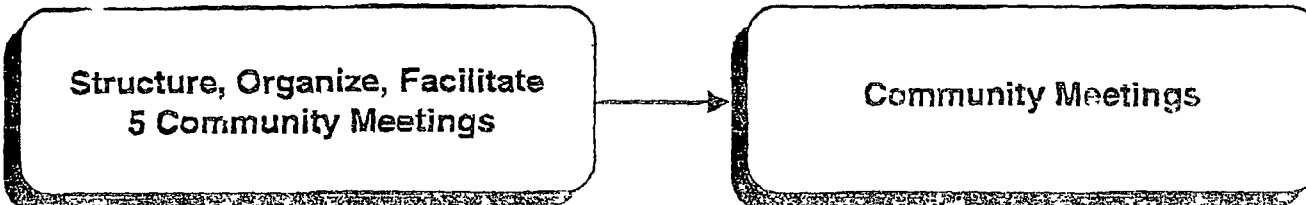
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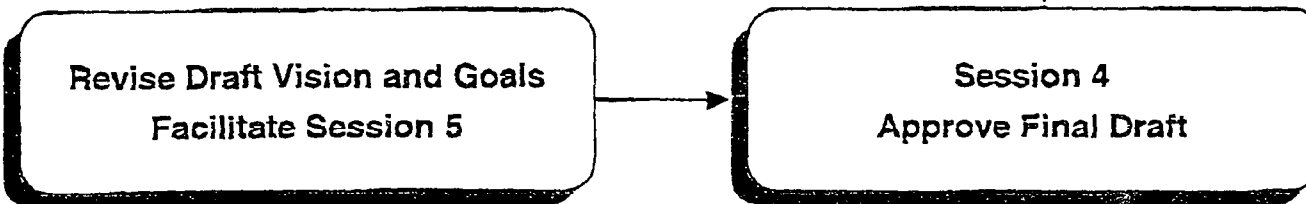
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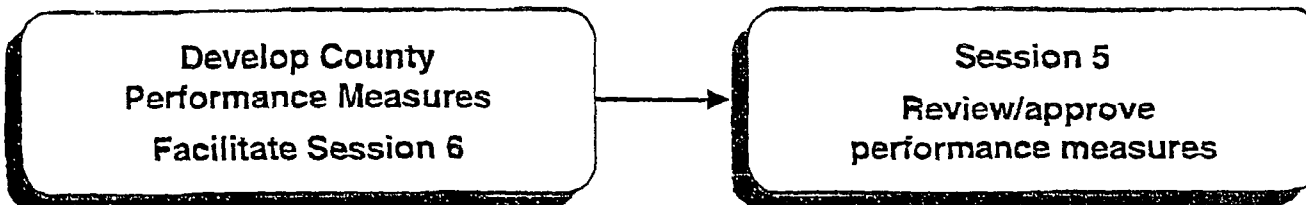
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RESOLUTION NO 62969

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

**RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE
COUNTY OF SAN MATEO AND COLLABORATIVE ECONOMICS**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, there has been presented to the Board of Supervisors for its consideration and acceptance an Agreement between the County of San Mateo and Collaborative Economics, reference to which is hereby made for further particulars, and

WHEREAS, the Board of Supervisors has examined and approved the agreement as to form and content and desires to enter into the same,

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors be, and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto

Regularly passed and adopted this 27th day of July, 1999

AYES and in favor of said resolution

Supervisors

MARY GRIFFIN

JERRY HILL

RICHARD S. GORDON

ROSE JACOBS GIBSON

MICHAEL D. NEVIN

NOES and against said resolution:

Supervisors:

NONE

Absent Supervisors:

NONE

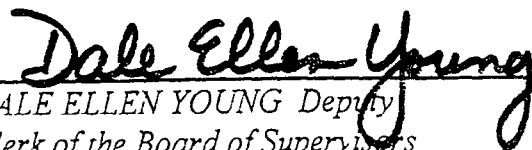


President, Board of Supervisors
County of San Mateo
State of California

Certificate of Delivery

(Government Code section 25103)

I certify that a copy of the original resolution filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors



DALE ELLEN YOUNG Deputy
Clerk of the Board of Supervisors

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
COLLABORATIVE ECONOMICS**

THIS AGREEMENT, entered into this 27th day of July, 1999 by and between the COUNTY OF SAN MATEO, hereinafter called County, and Collaborative Economics, hereinafter called Contractor ;

W I T N E S S E T H :

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department or Agency thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of conducting a study and preparing a report on the San Mateo County Visioning Process;

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. **Services to be performed by Contractor.** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A," attached hereto and incorporated by reference herein, for the County of San Mateo.
2. **Contract Term.** The term of this Agreement shall commence on the date the agreement is fully executed by both parties, and shall extend for a period of nine months from the date of execution, unless terminated earlier by the County.
3. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this contract exceed \$105,000.

4. **Relationship of the Parties.** Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees
5. **Hold Harmless.** Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind and description, brought for, on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomever belonging, (C) any other loss or cost, including but not limited to, the concurrent active or passive negligence of County, its officers, agents, employees, or servants resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which the County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or will misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

6. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
7. **Termination of Agreement.** The County may, at any time after ten days from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement
8. **Insurance.** The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by the County Manager, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County Manager with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the County Manager of any pending change in the limits of liability or of any

cancellation or modification of the policy

(1) **Worker's Compensation and Employer's Liability Insurance.** The Contractor shall have in effect during the entire life of this Agreement Workers Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance.** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

(a)	Comprehensive General Liability	\$ 1,000,000
(b)	Motor Vehicle Liability Insurance	\$ 1,000,000
(c)	Professional Liability	None

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

9. **Compliance with laws: payment of Permits/Licenses.** In performing the services described in Exhibit A, Contractor will comply with all applicable federal and state laws and regulations, and county ordinances. Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to

commencement of said work/services or forfeit any right to compensation under this Agreement

10. **Non-Discrimination.**

A. Contractor shall comply with §504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this contract.

B. Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, physical or mental handicap, sexual orientation, marital status, or political affiliation.

11. **Retention of Records.** Contractor shall maintain all required records for three years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

12. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit 'A' attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: Mary Higgins
President, Board of Supervisors

Date: JUL 27 1999

ATTEST:

[Signature]
Clerk of Said Board

Certificate of Delivery
(Government Code Section 25103)
I certify that a copy of the original document filed in the Office of the Clerk of the Board of Supervisors of San Mateo County has been delivered to the President of the Board of Supervisors.

Dale Ellen Young
Deputy Clerk of the Board of Supervisors

COLLABORATIVE ECONOMICS

Kimberly Waters, Treasurer
Signature

Date: July 26, 1999

EXHIBIT A- COLLABORATIVE ECONOMICS

I. DESCRIPTION, TIMING AND COST OF SERVICES

Over a period of approximately eight months, commencing with the execution of this agreement, Contractor will initiate, oversee and prepare a report on the County Visioning Process. The visioning process will include four sessions of the Board of Supervisors, and will be conducted according to the following time frame. The County of San Mateo will compensate contractor as follows for the services described herein:

Task 1-- Kick-off: During the first month, contractor will facilitate a kick-off session with the members of the Board of Supervisors to determine a vision framework and process design.

The cost for this task will be \$4,000.

Task 2-- County Trends: During the second month, contractor will work with county staff to develop and present the first half-day Board of Supervisors session, including a Powerpoint presentation, that summarizes key county trends in each element of the vision framework. Contractor will prepare the agenda for the session, present the trend material, facilitate the session, and prepare a written summary. The cost for this task will be \$15,000.

Task 3-- Potential Vision Themes and Goals: During the third month, contractor will conduct a second half-day Board of Supervisors session, in which it will assist the Board of Supervisors to identify potential vision themes and goals, and present the results of the values research conducted by Silicon Valley 2010. The cost for this task will be \$8,000.

Task 4-- Draft Report: During the fourth and fifth months, contractor will prepare a draft report of approximately 8 to 10 pages in length, for the Board of Supervisors review and comment in a third half-day session. The report will include the framework, themes and potential goals. The draft report will be presented for community comment. Contractor will finalize the process for conduct community forums, which will include electronic voting on the values and themes contained in the report. The cost for this task will be \$17,000.

Task 5-- Community Meetings: During the sixth month, five community meetings will be held, with one meeting in each supervisory district. The meetings will be organized and marketed by county staff, and contractor will advise county on the structure of the meetings and provide facilitators for each of the meetings. The cost for this task will be \$16,000.

Task 6-- Final draft of report: During the seventh month, contractor will summarize the community input and suggest modifications to the draft report. In the fourth and final Board of Supervisors

session on this project, the Supervisors will make final revisions to the draft report. The cost for this task will be \$17,000.

Task 7-- Performance measures: During the eighth month, contractor will advise county staff on the process of working on organizational performance measures to measure their impact on achieving the goals. The cost for this task will be \$8,000.

II. PAYMENT PROVISIONS

1. **Payment for 7 tasks:** Contractor will submit an invoice upon the completion of each of the 7 tasks described above. Upon receipt of invoice, County will pay contractor as follows for each of the following tasks, when each task is completed to the county's satisfaction:

Task 1	(Kick Off)	\$4,000
Task 2	(County Trends)	15,000
Task 3	(Themes and Goals)	8,000
Task 4	(Draft Report)	17,000
Task 5	(Community Meetings)	16,000
Task 6	(Final Draft)	17,000
Task 7	(Performance Measures)	8,000

TASK TOTAL: \$85,000

2. **Additional costs:** In addition to the total of \$85,000 for the seven tasks described above, contractor will be compensated for direct project costs, including purchasing data, desktop publishing services, copying services, and costs associated with community meetings. The payment for said direct project costs shall not exceed **\$20,000**.

3. **County's Maximum Fiscal Obligation:** The county's maximum fiscal obligation under this agreement will not, in any event, exceed **\$105,000**.