



COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

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Request for Proposal (RFP) #24P3-001

FOR

Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan Development

Question Deadline	5:00 PM; Pacific time, September 13, 2024 Submit questions by email to Contact Person
Submittal Deadline	5:00 PM, Pacific Time, October 04, 2024 Proposal must be submitted by this Deadline.
Submittal Location	General Services Department - Purchasing Division 701 Ocean Street, 3 rd floor, Room 330 Santa Cruz, CA 95060
Contact Person	Shauna M. Soldate Email Shauna.Soldate@santacruzcountyca.gov Phone (831) 454-2526 Fax (831) 454-2710

TABLE OF CONTENTS

Section	Section Title	Page(s)
1	Invitation	4
2	Instructions to Respondents	
	2.1 Preparation of Proposal	5
	2.2 RFP Documents	5
	2.3 RFP Process Schedule	5
	2.4 Submission of a Proposal	5
	2.5 Public Opening of Proposals	5
	2.6 Multiple Proposals	5
	2.7 Late Responses	6
	2.8 Point of Contact	6
	2.9 On Site Inspection	6
	2.10 Non-Collusion Declaration	6
	2.11 References	6
	2.12 Proposal Evaluation Criteria	6
	2.13 Cost of Services	7
	2.14 Reservations	7
	2.15 Notification of Withdrawals of Proposal	8
	2.16 Interpretation	8
	2.17 Pre-Award Conference	8
	2.18 Execution of Agreement	8
	2.19 Respondent Responsibility and Performance	8
	2.20 Respondent Qualifications	8
	2.21 Addenda	9
	2.22 Proprietary Information	9
	2.23 Protest and Appeals Procedures	9
3	Statement of Work	
	3.1. Introduction and Background	10
	3.2. Objectives	10
	3.3. Project Requirements	11
4	Standard Terms and Conditions	
	4.1 Purpose of Contract	17
	4.2 Term of Contract	17
	4.3 Amendment	17
	4.4 Termination	17
	4.5 Assignment	17
	4.6 Licenses, Permits, and Certifications	17
	4.7 Compliance with Laws	17
	4.8 Acknowledgement	17
	4.9 Inclusion of Documents	17
	4.10 Presentation of Claims	17
	4.11 Off-Shore Outsourcing of Services	18
	4.12 Force Majeure	18
	4.13 Severability	18
	4.14 Controlling Law	18
	4.15 Indemnity and Insurance Requirements	18

Section	Section Title	Page(s)
4	Standard Terms and Conditions (continued)	
	4.16 Default	18
	4.17 Independent Contractor Status	18
	4.18 Equal Employment Opportunity	19
	4.19 Retention and Audit of Records	20
	4.20 Data Security and Privacy- Protected Information	20
5	Official RFP Form	21
6	Attachments and Exhibits	
	Exhibit A Respondent Fact Sheet	23
	Exhibit B Customer References	25
	Exhibit C Designation of Subcontractors	26
	Exhibit D Non-Collusion Declaration	27
	Exhibit E Insurance Requirements	28
	Exhibit F Protest and Appeals Procedures	30
	Attachment 1 Local Reference Documents	32

SECTION I. INVITATION

The County of Santa Cruz invites sealed proposals for the development of the ***Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan*** from fully licensed, insured, bonded, certified contractors to furnish all labor, tools, equipment, and incidentals required to provide professional consulting services for the County of Santa Cruz. This project is funded through FEMA's Hazard Mitigation Grant Program (HMGP).

Santa Cruz County is the second smallest county within the State of California by land area, yet it serves one of the largest unincorporated area populations, with around 50% of the county's total population of 270,861 residing in the unincorporated area, according to the 2020 U.S. Decadal Census.

Santa Cruz County has seen a sharp increase in the frequency and severity of climate-driven natural hazards over the past seven years, including wildfires, flooding, and severe weather. During this period, the County has endured seven Federally Declared disasters, resulting in over \$140 million in Public Assistance (PA) eligible damages from three major events in 2017, as well as significant PA damages from the 2020 CZU Lightning Complex Fire and the COVID-19 pandemic. In 2023, the dual disasters of DR-4683 and DR-4699 collectively caused over \$100 million in PA damages. The year 2024 has already brought additional atmospheric river and winter storm events, further damaging public infrastructure.

To address these recurring challenges, the County is seeking a consultant to lead a comprehensive re-write of its Local Hazard Mitigation Plan and to support local municipalities and agencies in developing jurisdictional annexes within the framework of the County's inaugural Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). This plan aims to create a unified, strategic approach to reducing the risks posed by natural hazards across the county, prioritizing projects that can effectively mitigate future damages. The final mitigation strategy will include a detailed project implementation framework, designed to support ongoing identification and pursuit of funding opportunities. This will involve establishing clear timelines, responsibilities, and potential funding sources for each identified project, ensuring that the County and its partners are well-positioned to apply for and obtain grant funding. By doing so, the County aims to enhance its resilience and better protect its residents, infrastructure, and natural resources from the escalating impacts of climate-driven hazards.

The County's current LHMP is set to expire in January 2027. However, three out of the four participating municipalities, as well as Cabrillo College, already have LHMPs in place that are set to expire between late 2025 and early 2026. With these expiration dates in mind, the consultant should aim to follow a nine-month planning process timeline. The goal is to submit a final draft of the MJHMP to Cal OES in October 2025, allowing sufficient time for review and approval to ensure that all participating jurisdictions maintain continuous coverage and eligibility for funding. The final contract deliverable will consist of a FEMA-approved MJHMP for the County and seven participating jurisdictions, which include the County's four cities and three local special districts: the Resource Conservation District (RCD) of Santa Cruz County, Pajaro Valley Water Management Agency (PVWMA), and Cabrillo College.

SECTION 2. INSTRUCTIONS TO RESPONDENTS

2.1 Preparation of Proposal

Respondents shall submit the completed Request for Proposals (RFP) with appropriate attachments or explanatory materials. All attachments shall be identified with the Respondent’s name, RFP number and page number. No oral, telegraph, telephone, facsimile, electronic responses or photocopies will be accepted. Proposals must be completed in ink, typewritten, or word-processed.

2.2 RFP Documents

Refer to Section 5 - Official Proposal Form.

2.3 RFP Process Schedule

a. The following is an anticipated RFP and engagement schedule. The County may change the estimated dates and process as deemed necessary.

The proposed schedule for the submittal reviews and notification is as follows:

Activity	Date
Advertise RFP - Sentinel	August 27, 2024 September 03, 2024
Release RFP	August 27, 2024
Question Deadline	September 13, 2024
Dissemination of Answers	September 20, 2024
Deadline for Submittals	October 04, 2024
Interviews with Top-Ranked Vendors <small>(TBD as determined by County)</small>	October 2024
Tentative Award	October-November 2024
Contract Negotiation	November 2024
Board Approval of Contract	December 2024

2.4 Submission of Proposal

a. Respondent shall submit one (1) original signed in blue ink and marked “ORIGINAL” and one (1) electronic copy on USB drive of the completed proposal as specified herein.

b. Responses to the RFP shall be delivered in a sealed envelope, clearly marked **RFP #24P3-001**, addressed to:

GSD - Purchasing Division
Attn: Shauna Soldate
701 Ocean Street, Room 330
Santa Cruz, CA 95060

c. The deadline to submit proposals is **October 04, 2024, at 5:00 PM Pacific Time.**

2.5 Public Opening of Proposals

There will be a public opening for this RFP located at 701 Ocean Street, Room 330 on **October 07, 2024 at 9:00 AM.**

2.6 Multiple Proposals

Only one Proposal will be accepted from any one person, partnership, corporation or other entity; however, several alternatives may be included in one Proposal.

2.7 Late Responses

All responses to the RFP must be delivered in person or received by mail no later than **October 04, 2024, at 5:00 PM Pacific Time**. Respondent will be solely responsible for the timely delivery of their Proposal. Proposals will not be accepted after the deadline will be returned unopened.

2.8 Point of Contact

All questions regarding this RFP shall be submitted in writing to the Contact Person or their authorized designee. No other individual has the authority to respond to any questions on behalf of the County. Failure to adhere to this process may disqualify the Respondent.

2.9 On Site Inspection

On site inspection of Respondent's facilities may be performed by the County and an evaluation committee to ascertain that facilities and equipment are in accordance with the requirements and intentions of the specifications.

2.10 Non-Collusion Declaration

Respondent shall execute a Non-Collusion Declaration on the form furnished by the County as Exhibit D.

2.11 References

Respondent shall complete and submit Exhibit B – Customer References with Proposal. The County reserves the right to check any or all references:

1. Necessary to assess a prospective Respondent's past performance;
2. Pertaining to similar projects that demonstrate experience that is relevant to the RFP scope of work; and/or
3. Explicitly specified in the proposal or that result from communication with other entities involved with similar projects, including other industry sources and users of similar services, or others known to County.

2.12 Proposal Evaluation Criteria

A. It is the County's intent to select the most responsive and responsible Respondent(s) that offer(s) the County the greatest value based on an analysis involving several criteria, including but not necessarily limited to the following:

Evaluation Criteria		Points
1.	Overall project understanding , including understanding of project goals, and project context, in accordance with RFP requirements.	20
2.	Approach to the project including approach to project management and proposed team members, proposed scope of work, proposed budget, and proposed schedule, and availability of the firm(s), the designated project manager, and key staff.	25
3.	Quality and performance of the services offered based on previous contracts, permits, or reference checks for the same or similar services, including compliance with rules and regulations. Demonstrated qualifications and experience in the following areas: <ul style="list-style-type: none"> • Development and implementation of Multi-Jurisdictional Hazard Mitigation Plans. • Experience in risk assessment, including hazard identification, vulnerability assessment, and damage estimation using standard data products (i.e., HAZUS) 	35

3.	<u>Quality and performance of the services offered (continued)</u>	
	<ul style="list-style-type: none"> • Familiarity with FEMA’s requirements and guidelines for hazard mitigation planning. • Experience in integrating climate adaptation strategies into hazard mitigation plans. • Proficiency in engaging with diverse stakeholders, including local governments, community organizations, and the public, to support hazard mitigation planning efforts. • Ability to develop creative, effective, and practical mitigation strategies that address the needs of vulnerable populations. • Expertise in using GIS for hazard mapping, data analysis, and visualization to support hazard mitigation planning. 	
4.	<u>Compliance with RFP requirements</u> , terms and conditions, organization, staff, and any applicable training.	5
5.	<u>Price</u> including cost effectiveness of the approach and overall cost within the limitations of the available grant funding for the project.	5
6.	<u>Experience working with California counties and jurisdictions</u>	10
	Total	100

B. A committee of County-designated individuals will evaluate all RFPs and select the Respondent who best meets the needs as set forth in this RFP, is the best qualified and is best able to provide the requested services. Evaluation of the RFPs shall be within the sole judgment and discretion of the Purchasing Division. County reserves the right to reject any or all RFPs. Award of contract is contingent upon approval from the Santa Cruz County Board of Supervisors and funding availability.

2.13 Cost of Service

The County reserves the right to negotiate the proposed cost with the Respondent prior to contract signing. Agreed-to costs and cash discounts are to be firm through the first term of the contract. If renewed on expiration, rates may be adjusted by mutual agreement. Any increase will be no more than the change in the Consumer Price Index for the San Francisco, Oakland and Hayward, CA area for the twelve (12) months preceding the agreement’s expiration date, plus the annual Living Wage increase. A subsequent CPI and/or materials cost decrease shall be passed on to the County.

2.14 Reservations

County reserves the right to do the following at any time:

- A. Reject any and all proposals without indicating any reasons for such rejection;
- B. Waive or correct any minor or inadvertent defect, irregularity or technical error in the RFP or any RFP procedure or any subsequent negotiation process;
- C. Terminate the RFP and issue a new RFP anytime thereafter;
- D. Procure any services specified in the RFP by other means;
- E. Extend any or all deadlines specified in the RFP by issuance of an addendum (addenda) at any time prior to the deadline for submittals;
- F. Disqualify any Respondent on the basis of any real or perceived conflict of interest or evidence of collusion that is disclosed by the proposal or by other means or other information available to County;
- G. Reject the proposal of any Respondent that is in breach of or in default under any other agreement with County;
- H. Reject any Respondent County deems to be non-responsive, unreliable, or unqualified;
- I. Accept all or a portion of a Respondent’s proposal;
- J. Negotiate with any or no Respondents; and

- K. Terminate failed negotiations with any Respondents without liability and negotiate with other Respondents.
- 2.15 Notification of Withdrawal of Proposal
Proposals may be modified or withdrawn prior to the date and time specified for submission by an authorized representative of the respondent or by formal written notice. All proposals not withdrawn prior to the response due date will become the property of the County of Santa Cruz.
- 2.16 Interpretation
Should any discrepancies or omissions be found in the RFP, or doubt as to its meaning, the respondent shall notify the Buyer in writing at once (e-mail is acceptable). The Buyer may issue written instructions or addenda to all participants in this RFP process. No oral statement of interpretation by County staff shall be binding. Questions must be received at least by the Question Deadline. All addenda issued shall be incorporated into the Contract.
- 2.17 Pre-Award Conference
If requested by Purchasing, successful Respondent(s) shall meet with the County representatives prior to the Award of Contract to review the specifications and finalize the initiation of the proposed Contract.
- 2.18 Execution of Agreement
Upon successful reference checks, evaluations and receipt of all required documents, the contract agreement must be executed by both parties.
- 2.19 Respondent Responsibility and Performance
- A. It is the responsibility of Respondent to read ALL sections of this RFP prior to submitting a proposal.
 - B. Respondent shall confirm compliance with all RFP specifications, requirements, terms and conditions. Respondent shall provide, on company letterhead in attachment form, a detailed explanation including the RFP section and paragraph number for each instance of non-compliance.
 - C. Failure to comply with the RFP requirements provided herein could result in disqualification.
 - D. County may at its sole discretion elect to not reject a proposal due to an error, omission, or deviation in the proposal. Such an election by County will neither modify the RFP nor excuse Respondent from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.
 - E. County will consider Respondent to be the sole point of contact with regard to all contractual matters.
 - F. Respondent shall provide the services of one (1) or more qualified and dedicated contract manager(s) who will ensure that the services provided under the awarded contract are satisfactory.
- 2.20 Respondent Qualifications
Respondent shall provide the following information/documentation in attachment form as indicated including reference to the applicable RFP paragraph number.
- A. Experience: Respondent shall be an established entity that has conducted business of the nature specified herein for at least two (2) years. Respondent shall provide a brief statement of company background including years in business and experience of support staff.

- B. References: Respondent shall provide customer references and request and provide personal and business references. Refer to Exhibit B – Customer References.
- C. Licenses and Permits: Respondent shall possess and provide copies of business licenses and/or permits, including a Fictitious Business Name Statement from the County of Santa Cruz, as applicable. Respondent shall submit copies of all applicable licenses.
- D. Other Information: Respondent shall provide sample pricing for instruction and supply/equipment rentals. Respondent may also provide any other information deemed appropriate.

2.21 Addenda

- A. These documents may not be changed by any oral statement. Changes to these documents will be by written addenda issued by the Buyer or their designee.
- B. Addenda will be posted on the [General Services Department website](#). If/when necessary, the Buyer will email addenda to all known Respondents of record.
- C. Respondents shall be responsible for ensuring that their proposals reflect any and all addenda issued by the Buyer or their designee prior to the Deadline for Proposals regardless of when the proposals are submitted. All addenda issued shall be incorporated into the contract awarded as a result of this RFP.

2.22 Proprietary Information

Proposals will be subject to public inspection in accordance with the California Public Records Act (CPRA). To protect proprietary information, if any, Respondent must clearly mark proprietary information as such, submit it in a separate sealed envelope and only reference it within the body of the proposal. Respondent should not include in the proposal any material that Respondent considers confidential but that does not meet CPRA disclosure exemption requirements. Respondent shall be responsible to defend and indemnify the County from any claims or liability to compel disclosure of any part of its proposal claimed to be exempt from disclosure.

2.23 Protests and Appeals Procedures

Refer to Exhibit E – Protest and Appeals Procedures.

SECTION 3. STATEMENT OF WORK, SPECIFICATIONS

3.1 Introduction and Background

The County of Santa Cruz (County) is seeking a qualified consultant team to provide workshops, establish planning teams, coordinate/ facilitate planning meetings, engage the public, and ensure proper documentation; while providing subject-matter expertise, analysis, and authorship of the Santa Cruz County Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). The final deliverable shall consist of a FEMA-approved MJHMP including a “base plan” (Volume 1) containing hazard descriptions and vulnerabilities relevant to the county-wide planning area; as well as annexes specific to each participating jurisdiction (Volume 2).

The County has received a grant from FEMA’s Hazard Mitigation Grant Program (HMGP) to fund this effort in the amount of \$250,000. Proposals must ensure that the minimum requirements outlined in the Scope of Work are met within this budget, covering all costs including labor, materials, and any additional expenses. While the County expects adherence to this budget for the core deliverables, it may consider proposals that offer additional value beyond this amount, provided they clearly outline the associated costs and benefits.

3.2 Objectives

- A. The final contract deliverable will consist of a FEMA-approved MJHMP for County and seven participating jurisdictions, which include the county’s four cities and three special districts: the Resource Conservation District (RCD) of Santa Cruz County, Pajaro Valley Water Management Agency (PVWMA), and Cabrillo College. There is potential of one additional entity joining upon execution of a No-Cost Memorandum of Understanding (No-Cost MOU) with the County. The final plan and relevant annexes will be adopted by each participating jurisdiction.
- B. The County’s current Local Hazard Mitigation Plan (LHMP) is set to expire in January 2027; three out of the four participating municipalities, plus Cabrillo College, already have LHMP’s in place set to expire from late 2025 through early 2026. With these expiration dates in mind, the consultant should aim to follow a nine-month planning process timeline that positions the County to submit a final draft to CalOES for review in October 2025.
- C. The federal Disaster Mitigation Act of 2000 requires that local governments develop and submit MJHMPs for FEMA approval every five years as a condition of remaining eligible to receive Hazard Mitigation Assistance (HMA) funding from FEMA. The Contractor shall assist the County’s efforts to combine hazard mitigation and climate adaptation planning to strategically address existing and predicted hazards from intensifying climate change impacts. Strategies that address both current and future hazards are intended to increase the overall resilience of the Santa Cruz County Operational Area and improve the region’s preparation for, response to, and recovery from acute shocks and chronic stresses.
- D. Each phase of the planning process shall ensure plan compliance with applicable federal and California codes, regulations, and laws throughout the planning process, including:
 - Title 44 Code of Federal Regulations Sections 201.6 and 206
 - Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, 42 U.S.C. § 5121 et seq., and its amendments through the Disaster Mitigation Act of 2000
 - California Assembly Bill (AB) 2140: General Plan Safety Element

- California Senate Bill (SB) 2311: Access and Functional Needs in Emergencies
 - California Senate Bill (SB) 379: Land Use, General Plan Safety Element
 - California SB 1000: Land Use, General Plan Safety and Environmental Justice
- E. The final MJHMP base plan and annexes will ensure consistency and coordination across local and regional planning efforts to incorporate relevant risks, hazards, vulnerability, and mitigation strategies in the MHJMP. (See Attachment A)
- F. The final mitigation strategy will describe a project implementation strategy at a level of detail that will support ongoing identification and pursuit of funding opportunities. This strategy will be designed to align with federal, state, and local funding programs, ensuring that the County and its partners are well-positioned to secure financial resources necessary to implement prioritized mitigation actions. By clearly outlining specific projects, timelines, and potential funding sources, the strategy will enhance the County's ability to apply for and obtain grant funding, thereby advancing resilience-building efforts across the region.

3.3 Project Requirements

The plan shall be organized into the following phases in accordance with the FEMA Local Mitigation Policy Guide (2022), Local Mitigation Planning Handbook (2023), and described here in further detail.

Task 1 – Project Management

The consultant will conduct project management activities to guide timely completion of project tasks. This task includes communication and coordination between the consultant team and County / participating jurisdictions' staff, contract and subcontract administration, and budget management, invoicing and progress reporting. It should be noted that to accommodate a wide range of expiration dates for participating jurisdictions with active LHMP's in place, the overall planning process will follow an expedited 9-month timeline with the goal of submitting a final draft to CalOES in October 2025.

Task 1 Deliverables:

- Project Schedule of Work to be approved by County Project Management Team and updated as necessary, and which includes detailed list of tasks for each phase of the planning process and key milestones (including Planning Team meetings, public outreach opportunities, administrative and public review periods, presentations to elected officials, and submission to CalOES/FEMA)
- Meeting agendas and minutes
- Bi-weekly meetings between the consultant and County Project Management Team to provide project updates and coordinate shared tasks
- Invoicing and progress reporting

Task 2 – The Planning Process

With facilitation from OR3, the consultant will assemble a Planning Team, define the planning area, and develop a public engagement strategy that will be utilized throughout the development of the MJHMP.

The Planning Team will include representation from each of the participating jurisdictions as well as any planning partners and local, state, and federal agencies with significant interests in the county and its mitigation efforts as required by 44 CFR 201.6 (b)(2). Planning Team meetings will be convened

approximately 4 times throughout the planning process; the consultant may work with OR3 to coordinate additional meetings with jurisdictions or community stakeholder groups to solicit specific feedback or input as needed.

The public engagement strategy must explicitly address how historically marginalized and/or socially vulnerable populations, as well as individuals with access and functional needs (AFN), will be involved in the outreach process, and outline how public feedback will be incorporated into the MJHMP in a meaningful way that directly informs the hazard selection and prioritization of mitigation strategies. With the support of OR3, the consultant will leverage existing partnerships with community organizations from prior and ongoing planning efforts to broaden outreach to populations whose perspectives have been historically underrepresented in hazard mitigation planning efforts.

Task 2 Deliverables:

- Planning Team roster consisting of contact information for key management staff across relevant County and City departments and any relevant planning partners or agency representatives with significant interests in the county's mitigation efforts; consultant will leverage existing partnerships from ongoing and previous planning efforts
- Facilitation of Planning Team Kickoff meeting to introduce the hazard mitigation planning process, validate project scope, and promote participation and buy-in
- Prepare, organize and maintain detailed documentation of the overall planning process including planning meetings, workshops, and consultations, in alignment with FEMA planning guidance
- Develop and implement a public engagement strategy which conforms to applicable state and federal regulations and planning guidance as well as CRS standards

Task 3 – Hazard Identification

The hazard identification phase will include a description and prioritization of the hazards with the potential to impact the planning area. The consultant will consider existing plans and reports, feedback obtained from the Planning Team and the greater community through implementation of the public outreach strategy, historical and future probability of occurrence.

Task 3 Deliverables:

- Review of existing plans, data, and reports
- Facilitation of Initial Planning Meeting (IPM) with maps and visual aids to inform hazard selection process
- List of potential hazards with documented prioritization framework

Task 4 – Risk Assessment

During the risk assessment phase of the planning process, each identified hazard will be profiled in terms of its occurrence history, severity, extent, probability, vulnerability, and impact to populations, property, and critical infrastructure/lifelines.

At this stage of the planning process the consultant may facilitate a comprehensive transfer of relevant GIS layers and documentation from jurisdictions to the consultant. National, state, and regional databases will be reviewed to locate relevant spatial hazard data, and hazard profiles in the final plan will include maps to show the spatial extent and location of hazards when

such datasets are available. Jurisdictions' annexes will include maps showing greater levels of geographic detail than the County-wide plan, as well as a local estimate of exposed populations and building / asset counts for each hazard of concern. Impacts to socially vulnerable populations, including those with access and functional needs (AFN), will be considered using latest available demographic data as well as relevant composite vulnerability indices.

The hazard profiles in the final plan will describe the vulnerability of each community asset, system, and population to specific hazards. FEMA's [Hazus software](#) will be used to perform damage assessments for assets in hazard areas where modeling data is available, including earthquake, flood, dam/levee failure. Results of the damage assessment will be summarized at the county level in the main document and specific to each jurisdiction's planning area in each annex.

The flood hazard profile will provide additional detail as specified by FEMA planning guidelines, including data summarizing repetitively flooded NFIP-insured structures by estimated number and type. FEMA's countywide Digital Flood Insurance Rate Maps (FIRM) will be used in the risk assessment process to determine population and building exposure in the regulatory floodplain.

The impacts of **climate change** on conditions affecting current and future risk will be considered throughout each hazard profile. Additionally, the final plan will include an assessment of land uses and development trends in identified hazard areas, as well as a description of any future development patterns which may impact overall risk and exposure. This will allow for a more detailed understanding of how risks in the operational area are changing over time. Per FEMA guidelines, the risk assessment section of the final MJHMP and annexes will assess each jurisdiction's risk where it varies from the risks facing the entire planning area.

Task 4 Deliverables

- GIS data inventory for hazard / vulnerability layers, critical facilities, assets and parcels
- Facilitation of Midterm Planning Meeting (MPM) that includes a summary of risk assessment findings with visual aids and maps highlighting high-risk areas and potential losses at the county level and specific to each participating jurisdiction

Task 5 – Mitigation Strategy

The results of the risk assessment will inform mitigation strategy development. Each participating jurisdiction is responsible for its own discrete mitigation strategy. The strategy will include specific, actionable measures that address the hazards and vulnerabilities outlined in the previous tasks.

To ensure that mitigation actions are designed within the existing capabilities of each jurisdiction, the selected consultant will prepare a detailed **capabilities assessment** detailing local authorities, policies, programs, and resources available to support implementation of the mitigation strategy. This includes an evaluation of building codes and land use ordinances related to hazards. Participation in the NFIP will be described for each jurisdiction, and a designee will be identified for implementation of any NFIP commitments and requirements. Finally, the capabilities assessment will describe the ability of jurisdictions to expand or improve capabilities in each area.

The consultant will work with the Planning Team to establish a shared set of **goals and measurable objectives** for the plan, based on the results of the risk assessment and the priorities identified in the public engagement strategy (including a survey and in-person workshops, with a specific emphasis to capture the perspectives of socially vulnerable and/or historically under-represented communities in the planning process).

Once goals/objectives are established and capabilities evaluated, the planning team will evaluate a full range of mitigation actions to reduce the vulnerabilities identified in the risk assessment, and this range will be narrowed to a final list of mitigation actions using a **prioritization framework** that will be described in the final plan. The range of options will include risk-reducing projects, local plans and regulations, structure and infrastructure projects, protection of natural resources and systems, and public education and awareness programs. In some cases, mitigation actions will be pulled from existing plans and strategic documents to ensure consistency with local priorities. Previous mitigation actions from each jurisdiction's LHMP will be evaluated, revised, and updated as necessary and re-prioritized alongside any newly developed actions for each jurisdiction, in combination with those carried over from the previous plan. The plan will describe the framework used for prioritizing the implementation of the actions. The framework will be designed to ensure consistency and integration into other planning mechanisms such as local Capital Improvements Plans, the County's Climate Action and Adaptation Plan (CAAP), and other regional prioritization frameworks as applicable.

Task 5 Deliverables

- Facilitation of Final Planning Meeting (FPM) as well as jurisdiction-specific focus group meetings as required
- Capabilities assessment
- Mitigation goals and objectives
- Prioritization framework for mitigation actions
- Review and revision of past mitigation actions with implementation strategies and timelines identified for prioritized actions

Task 6 – Plan Preparation and Drafting

The consultant will serve as lead author for the final MJHMP document and ensure the final plan and jurisdictional annexes meet relevant state and federal requirements. Planning Team meetings will be scheduled to coincide with key project milestones to ensure that the planning team, stakeholders and the general public are given opportunities to provide input and feedback throughout all stages of plan development prior to the compilation of the administrative draft plan.

The plan should be structured in a navigable, concise, and logical manner, facilitating successful review by CalOES and FEMA and maximizing accessibility to stakeholders and the public. At a minimum, the final document will take measures to ensure web viewing compatibility. The draft and final MJHMP will consist of two volumes. The base plan (Volume 1) will contain detailed descriptions of each hazard and their impacts to the planning area as a whole, as well as the mitigation actions and implementation strategy specific to the County of Santa Cruz. The annexes (Volume 2) will provide a greater level of mapping detail and discussion of hazard impacts relevant to each jurisdiction and contain the mitigation strategy to be formally adopted by its respective elected body.

At minimum, the plan compilation should include several draft review periods of no less than 10 business days to allow for substantive feedback, including an internal administrative review draft and a public review draft prior to the submittal of the final draft plan to CalOES. At each stage of review the consultant will document how feedback was received and incorporated in alignment with FEMA planning guidelines. Should CalOES or FEMA have substantive comments identified during their review period, consultant will support integration of feedback and edits into the final plan.

Task 6 Deliverables

- Administrative draft MJHMP
- Public review draft MJHMP
- Final draft MJHMP to be submitted to CalOES/FEMA for review and comment
- Completed CalOES/FEMA review checklist
- Documentation describing each review phase and how comments and feedback were received and incorporated into the plan

Task 7 – Public Outreach / Meetings / Public Hearings

The consultant and Planning Team will share responsibility for implementing the public engagement strategy as outlined in Task 2 and ensure that public engagement occurs at all stages of the planning process, from plan review through final adoption of the MJHMP. The Planning Team will leverage partnerships with community-based organizations to affirmatively expand outreach to underserved and/or marginalized communities whose perspectives have been historically under-represented in the planning process. The consultant will support the Planning Team to leverage and strengthen partnerships forged during recent planning efforts such as the County’s Climate Action and Adaptation Plan (CAAP) and Emergency Operations Plan (EOP).

Examples of the outreach activities that will be included in the public engagement strategy include, but are not limited to: workshops, opening planning team meetings to the public and stakeholder groups, online surveys, and presentations before regularly scheduled elected body meetings. Besides community-based organizations and the general public, stakeholders will encompass neighboring jurisdictions, local and regional agencies which play a role in hazard mitigation or in sustaining community lifelines, and any agency with the authority to regulate development in the planning area, as well as business, academia and other private and non-profit interests. The engagement strategy will identify opportunities for stakeholders to participate in the planning process throughout the plan development timeline, and not just the end of the process when soliciting feedback on the draft.

The consultant will be responsible for supporting documentation of public engagement efforts across each stage of the planning process consistent with the latest state and federal requirements, and these details will be incorporated into the MJHMP draft along with a strategy for continued public involvement over the next 5-year plan lifecycle.

Task 7 Deliverables

- Documentation of the public outreach process including measuring attendance and how feedback was incorporated into the plan
- Creation and a dissemination of an online public survey form

- Organize, assist in noticing and developing content/messaging for a minimum of five (5) public outreach workshops to be conducted throughout the county, up to three (3) of which are to be primarily facilitated by the consultant team.
 - Workshops should provide the public with an opportunity to interact with the MJHMP Planning Team, introduce the public to the progress and outcomes of the MJHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft MJHMP
- Creation of print and digital media assets to promote public participation in survey and/or workshops
- Creation of a presentation template and materials appropriate for presentation before the County Board of Supervisors, respective City Councils, or special district Board of Directors meetings
- All materials related to outreach to be shared in both English and Spanish

Task 8 – Plan Adoption

After submitting the final MJHMP along with the completed CalOES Review Tool, the consultant will assist the County and participating jurisdictions with the adoption process. If the MJHMP receives feedback requiring revisions to the base plan or annexes, the consultant will be responsible for making the necessary changes to achieve "approval pending adoption" status. Once each governing body adopts the plan, the consultant will obtain the final approval letter from FEMA and incorporate the adoption and approval details into the final draft. The finalized plan will then be hosted on the County OR3 website and made accessible to key County and jurisdictional representatives in both Microsoft Word and pdf formats.

Task 8 Deliverables

- Adoption resolution template
- Final FEMA-approved MJHMP, with approval letters and adoptions proceedings incorporated into the document
- Distribution of adopted plan to stakeholders and the public

SECTION 4. STANDARD TERMS AND CONDITIONS

The following provisions are expected to form the basis for any contract between County and successful Contractor(s).

4.1 Purpose of Contract

The purpose of Contract is to establish the terms and conditions under which Contractor shall provide the services specified herein to County.

4.2 Term of Contract

It is the County's intent to contract through September 30, 2026 or until completion of project, which would require extension of the terms of the grant.

4.3 Amendment

Amendment to or modification of the terms and conditions of Contract shall be effective only upon the mutual consent in writing by the parties hereto.

4.4 Termination

County reserves the right to terminate Contract, in whole or in part, at any time, for any reason, without penalty. County shall give Contractor thirty (30) days written notice prior to the effective date of termination.

4.5 Assignment

Contractor shall not assign Contract, or any interest herein, without the written consent of County. County reserves the right to approve Contractor's assignee under whatever terms and conditions County may require. Contractor must provide County thirty (30) days written notice prior to sale of Contractor. County may elect to cancel Contract at that time. County may, at its sole discretion, permit the new owner to assume all existing Contract terms and conditions.

4.6 Licenses, Permits and Certifications

Contractor and Contractor's employees shall possess all applicable licenses, permits and certifications required by Federal, State and/or County codes and regulations and shall provide such licenses, permits and certifications to County upon request.

4.7 Compliance with Laws

Contractor shall comply with all Federal, State and local rules, regulations and laws.

4.8 Acknowledgement

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

4.9 Inclusion of Documents

The RFP, all addenda and the Proposal submitted in response to the RFP shall be become a part of any contract awarded as a result of the RFP.

4.10 Presentation of Claims

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

4.11 Off-Shore Outsourcing of Services

Contractor shall certify that all services performed on any purchase order or contract with County, either by Contractor or subcontractor(s) will be performed solely by workers within the United States.

4.12 Force Majeure

Contractor shall not be liable for any delays with respect to Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

4.13 Severability

Should any part of Contract be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of Contract, which shall continue in full force and effect; provided that the remainder of Contract can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

4.14 Controlling Law

Contract shall only be governed and construed in accordance with the laws of the State of California and the County, and the proper venue for legal action regarding Contract shall only be in the County of Santa Cruz.

4.15 Indemnity and Insurance Requirements

Contractor shall provide Certificates of Insurance for Liability, Automobile, and Workers' Compensation to Purchasing before Contract is signed. Insurance as specified must remain in effect throughout the entire term of Contract. Refer to Exhibit H – Insurance Requirements and Certificates.

4.16 Default

- a. In addition to its remedies under paragraph 10.4, County may, by written notice of default to Contractor, terminate Contract in whole or in part if Contractor fails to:
 1. Make delivery of the supplies or perform within the time specified herein or promised, or any extension thereof; or
 2. Perform any of the other provisions of Contract.
- b. In the event County terminates Contract in whole or in part, as provided in paragraph 10.4, County may procure, upon such terms and in such manner as County deems appropriate, supplies, services or work similar to those so terminated, and Contractor shall be liable to County for any excess costs for such similar supplies, services or work; provided that Contractor shall continue the performance of Contract to the extent not terminated under the provisions provided herein. Contractor shall not be liable for any excess costs if the failure to perform Contract arises out of causes beyond the control and without the fault and negligence of Contractor.

4.17 Independent Contractor Status

- a. Contractor and County have reviewed and considered the principal test and secondary factors below and agree that Contractor is an independent contractor and not an employee of County. Contractor is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. Contractor is not entitled to any employee benefits. County agrees that Contractor shall have the right to control the manner and means of accomplishing the result contracted for herein. 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 that indicate that Contractor is an independent contractor.
- b. Principal Test:

Contractor rather than County has the right to control the manner and means of accomplishing the result contracted for.

c. Secondary Factors:

(1) The extent of control which, by agreement, County may exercise over the details of the work is slight rather than substantial; (2) Contractor is engaged in a distinct occupation or business; (3) 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; (4) The skill required in the particular occupation is substantial rather than slight; (5) Contractor rather than the County supplies the instrumentalities, tools and work place; (6) The length of time for which Contractor is engaged is of limited duration rather than indefinite; (7) The method of payment of Contractor is by the job rather than by the time; (8) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of County; (9) Contractor and County believe they are creating an independent contractor relationship not an employer-employee relationship; and (10) County conducts public business.

4.18 Equal Employment Opportunity

During and in relation to the performance of Contract, Contractor agrees as follows:

- a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Contract provides compensation in excess of \$50,000 to Contractor and if Contractor employs fifteen (15) or more employees, the following requirements shall apply:
 1. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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: recruitment; advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, Contractor shall make a good faith effort to consider Minority/Women/Disabled-Owned Business Enterprises in Contractor's solicitation of goods and services.
 2. Contractor may be declared ineligible for further agreements with County in the event of non-compliance with the non-discrimination clauses of Contract or with any of said rules, regulations or orders.
 3. Contractor shall cause the foregoing provisions of this subparagraph to be inserted in all subcontracts for any work covered under Contract 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.

4.19 Retention and Audit of Records

Contractor shall retain records pertinent to Contract for a period of not less than five (5) years after final payment under Contract 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 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 Contract.

4.20 Data Security and Privacy – Protected Information

Contractor acknowledges that its performance of services or activities under Contract may involve access to confidential information including, but not limited to, personally-identifiable information, protected health information, or individual financial information (collectively, “Protected Information”) that is subject to Federal, State or other laws restricting the use and disclosure of such information. Contractor agrees to comply with all applicable Federal and State laws restricting the access, use and disclosure of Protected Information.

- a. Contractor agrees to hold County’s Protected Information, and any information derived from such information, in strictest confidence. Contractor shall not access, use or disclose Protected Information except as permitted or required by Contract or as otherwise authorized in writing by County, or applicable laws.
- b. Contractor agrees to protect the privacy and security of County’s Protected Information according to all applicable laws and regulations, by commercially-acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of County’s Protected Information.
- c. Within 30 days of the termination, cancellation, expiration or other conclusion of Contract, Contractor shall return the Protected Information to County unless County requests in writing that such data be destroyed. Contractor shall certify in writing to County that such return or destruction has been completed.
- d. Contractor agrees to include the requirements contained in paragraphs 10.20(a) through 10.20(d) inclusive, in all subcontractor contracts providing services under Contract.

SECTION 5. OFFICIAL PROPOSAL FORM

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals required to complete the services subject to this Request for the costs stated below and in conformance with all plans, specifications, requirements, conditions and instructions of County of Santa Cruz request for proposal #24P3-001 Complete the following requirements in your response:

1. Respondent/Primary Contact:

Vendor Name:	
Vendor Address:	
Vendor Phone:	
Vendor Website:	
Primary Contact	
Name:	
Title:	
Phone:	
Email Address:	

Respondent shall include with Proposal:

- Copy of completed Official Proposal Form.
- Letter of Transmittal with information regarding your company and a statement of qualifications to provide the services required.
- A brief written statement of your **project understanding**
- A brief description of the proposed **approach to the project**.
- A description of the **team qualifications** explaining how the team meets the projects qualifications and experience detailed in Section 2.20, including experience working with counties in California, as applicable.
- A complete project **proposal** based on Section 3.2 of this RFP, as you propose to best meet the goals of the project with the specified budget of \$250,000.
- A proposed **budget** including a breakdown of the specified budget into itemized costs for each task and subtask of the proposed scope of work
- A proposed **schedule** including a Gantt chart of proposed tasks and subtasks. The proposed schedule should anticipate completing the project 14 months from approval of the contract.
- Samples of work** from at least two projects which best represent the consultant team's abilities and experience in relation to this project. This could include links to online documents. Projects that have been through a Board/Commission approval process are encouraged. Projects that represent collaboration with multiple stakeholders are also encouraged. Please include an appropriate contact person for each project including phone and email.
- Completed Exhibits A-E

Has the Respondent complied with all specifications, requirements, terms and conditions of this Proposal?

Yes _____ No _____

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the RFP paragraph and section number followed by an explanation

If you are the successful Respondent, will you extend costs quoted to the County of Santa Cruz to other municipalities, districts or jurisdictions (political subdivisions)?

Yes _____ No _____

If discounts quoted herein are offered to other political subdivisions, additional delivery charges, if any, must be negotiated between that political subdivision and the Supplier.

I declare under penalty of perjury that I have not been a party with any other respondent to offer a fixed cost in conjunction with this Request for Proposal.

Executed in _____, California, on _____, 2024

SIGNATURE _____ TITLE _____

PRINTED NAME OF PERSON WHOSE SIGNATURE APPEARS _____

NAME OF FIRM _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

TELEPHONE _____ DATE _____

EMAIL ADDRESS _____

Standard Definitions

Standard definitions for minority/women/disabled business enterprise for the purposes of Santa Cruz County Contract Compliance Procedures shall be as follows:

1. A **Minority Business Enterprise** (MBE) is a small business owned and controlled by one or more minorities or women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned and controlled by one or more Minorities or women or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by one or more minorities or women; and
 - B. Its management and daily business operations are controlled by one or more such individuals.

2. A **Women Business Enterprise** (WBE) is a small business, owned and controlled by one or more women. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more women; and
 - B. Its management and daily business operations are controlled by one or more women who own it.

3. A **Disabled Owned Business Enterprise** (DOBE) is a small business owned and controlled by one or more disabled persons. Owned and controlled means that:
 - A. At least 51 percent of the small business concern is owned by one or more disabled persons; and
 - B. Its management and daily business operations are controlled by one or more disabled persons who own it.

NOTE: Certain projects conducted under state and federal oversight may have additional definitions and requirements.

Exhibit B
Customer References

Provide four (4) customer references for whom you have furnished similar services in size and nature. Customers within the County and public agencies are preferred.

1. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

2. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

3. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

4. Agency Name: _____
Agency Address: _____
Contact Name: _____
Contact Title: _____
Contact Phone: _____
Contact Email: _____
Service Type: _____

Exhibit C
Designation of Subcontractors

Provide the following information for each subcontractor. A Subcontractor is one who either (1) performs work for or (2) provides a service to the Respondent. If there are no subcontractors, please state "NONE".

1. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

2. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

3. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

4. Subcontractor Name: _____

Subcontractor Address: _____

Services to be performed:

Exhibit D
Non-Collusion Declaration

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH Proposal

I, _____, am the
(Name)

_____ of _____,
(Position/Title) (Company)

the party making the foregoing Proposal that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham Proposal; and has not directly or indirectly colluded, conspired, connived, or agreed with any respondent or anyone else to put in a sham Proposal, or that anyone shall refrain from bidding; that the respondent has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the respondent or any other respondent, or to fix any overhead, profit, or cost element of the bid price, or of that of any other respondent, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the respondent has not, directly or indirectly, submitted their bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

(Date)

Signature of Authorized Representative

Name of Bidder (Firm, Corp., Individual)

Title of Authorized Representative

Exhibit E Insurance Requirements

Indemnification for Damages, Taxes and Contributions

In conjunction with work performed at and/or for County, to the fullest extent permitted by applicable law, Respondent 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:

- i. 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 as a result of, arising out of, or in any manner connected with the RESPONDENT'S performance under the terms of this Permit, 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 RESPONDENT and third persons.
- ii. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to RESPONDENT and RESPONDENT'S officers, employees and agents engaged in the performance of this Permit (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Insurance

RESPONDENT, at its sole cost and expense, for the full term of this Permit (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 considered in excess of RESPONDENT'S insurance coverage and shall not contribute to it. If RESPONDENT normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Permit, that greater amount shall become the minimum required amount of insurance for purposes of this Permit. Therefore, RESPONDENT hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Permit. Insurance is to be obtained from insurers reasonably acceptable to the COUNTY.

If RESPONDENT utilizes one or more subcontractors in the performance of this Permit, RESPONDENT shall obtain and maintain RESPONDENT's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of RESPONDENT in this Permit, unless RESPONDENT and COUNTY unless modified or waived by COUNTY.

1. Types of Insurance and Minimum Limits

- a. Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the Respondent has no employees and certifies to that fact.
- b. Automobile Liability Insurance for each of Respondent's vehicles used in the performance of Permit, including owned, non-owned (e.g. owned by Respondent's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the Respondent does not drive a vehicle in conjunction with any part of the performance of Permit and Respondent and County both certify to that fact.

- c. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$1,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.
 - d. Professional Liability Insurance in the minimum amount, to be determined by Respondent and County as applicable, combined single limit.
2. Other Insurance Provisions
- a. As to all insurance coverage required herein any deductible or self-insured retention exceeding \$5,000 shall be disclosed to and be subject to written approval by County.
 - b. If any insurance coverage required in Permit is provided on a "Claims Made" rather than "Occurrence" form, Respondent agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of Permit (hereinafter "post Permit coverage") and any extensions thereof. Respondent may maintain the required post Permit coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Permit coverage being both available and reasonably affordable in relation to the coverage provided during the term of Permit. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of Permit in order to purchase prior acts or tail coverage for post Permit coverage shall be deemed to be reasonable.
 - c. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of Respondent, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.
 - d. All required policies shall be endorsed to contain the following clause:

This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to the permitting department. Should Respondent fail to obtain such an endorsement to any policy required hereunder, Respondent shall be responsible to provide at least thirty (30) days' notice (10 days for nonpayment of premium) of cancellation of such policy to the County as a material term of Permit
 - e. Respondent 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 Permit with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the Respondent's obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to the permitting department.
 - f. Respondent hereby grants to County a waiver of any right of subrogation which any insurer of said Respondent may acquire against the County by virtue of the payment of any loss under such insurance. Respondent agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Exhibit F
PROTESTS AND APPEALS PROCEDURES

1. Protests to the General Services Director

Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved in connection with the solicitation or award of a permit, other than a bid protest, may protest to the General Services Director. The protest shall be submitted in writing to the General Services Director (Purchasing Agent) within five (5) working days after Respondents have been notified of the County Board of Supervisors approval of an award.

2. Decision of the General Services Director

Following consultation with County Counsel, the General Services Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing to the Clerk of the Board of Supervisors within seven (7) working days after receipt of the decision made by the General Services Director. However, if the underlying protested award is not subject to approval by the Board of Supervisors (contracts for services for up to \$100,000), then the General Services Director's decision shall be final.

3. Protests and Appeals to the Board of Supervisors

- (a) If permitted under Section 2(b) above, the decision of the General Services Director may be appealed to the Board of Supervisors.
- (b) Any actual or prospective bidder, offeror or Respondent who is allegedly aggrieved may protest a bid to the Board of Supervisors.

4. Time Limits for Filing Protests and Appeals to the Board of Supervisors

Protests and appeals to the Board of Supervisors must be filed no later than ten (10) working days after the date of the decision being protested or appealed. The County shall be considered an interested party. When the appeal period ends on a day when the County offices are not open to the public for business, the time limits shall be extended to the next full working day.

5. Content of Protest and Appeal; Stay of Award

Any appeal or protest shall be filed in writing with the Clerk of the Board of Supervisors and shall state, as appropriate, any of the following:

- A determination or interpretation is not in accord with the purpose of these procedures or County Code;
- There was an error or abuse of discretion;
- The record includes inaccurate information; or
- A decision is not supported by the record.

In the event of a timely appeal before the Board of Supervisors under this Section, the County shall not proceed further with the solicitation or with the award of the permit until the appeal is resolved, unless the County Administrative Officer, in consultation with County Counsel, the General Services Director, and the using department, makes a written determination that the award of the permit without delay is necessary to protect a substantial interest of the County.

6. Protest and Appeal Procedure

- (a) Hearing Date. A hearing before the Board shall be scheduled within thirty (30) days of the County's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (b) Notice and Public Hearing. The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten (10) days before the scheduled hearing date.
- (c) Hearing. At the hearing, the Board shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (d) Decision and Notice. After the hearing, the Board shall affirm, modify or revise the original decision. When a decision is modified or reversed, the Board shall state the specific reasons for modification or reversal. The Clerk of the Board of Supervisors shall mail notice of the Board decision. Such notice shall be mailed to the protestor within five (5) working days after the date of the decision, and to any other party requesting such notice.
- (e) A decision by the Board shall become final on the date the decision is announced to the public.

Signature

Print Name

Date

Attachment 1: Local Reference Documents

[Santa Cruz County Local Hazard Mitigation Plan, 2021 - 2026](#)
[Santa Cruz County Climate Action and Adaptation Plan, 2022](#)

[City of Santa Cruz Local Hazard Mitigation Plan, 2018-2023](#)
[City of Santa Cruz – 2030 Climate Action Plan \(2022\)](#)

[City of Capitola Local Hazard Mitigation Plan, 2020 - 2024](#)
[City of Capitola Climate Action Plan \(2015\)](#)

[City of Watsonville Local Hazard Mitigation Plan, 2020 - 2024](#)
[City of Watsonville 2030 Climate Action and Adaptation Plan \(2021\)](#)