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County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

May 20, 1999

Agenda: June 8, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

APPROVE AGREEMENT WITH ROBERT OLSON ASSOCIATES FOR PREPARATION OF A FIVE YEAR COUNTY FIRE MASTER PLAN

Dear Members of the Board:

As directed by your Board at budget hearings in June 1998, the General Services Department and County Fire have defined a scope of services and solicited proposals for development of a Five Year County Fire Master Plan.

Three consultant groups submitted proposals for preparation of the Fire Master Plan to a designated sub-committee of the Fire Advisory Commission. County Fire staff and the County Fire Advisory Commission reviewed the proposals and at the April 15, 1999 Fire Advisory Commission meeting approved the recommendations of the sub-committee to select Robert Olson Associates, Inc. to develop the plan. Robert Olson Associates, Inc. are very knowledgeable about the history, organization, intergovernmental relations, staffing, financing, and other factors important to providing fire protection in Santa Cruz County. In addition, their performance on similar fire protection services planning, emergency management studies, experience with implementation strategies and focus on funding recommendations qualifies them for award of this project.

Robert Olson Associates have agreed to a schedule targeting January 2000 as completion of the development of the plan. The \$15,000 approved by your board in the 98/99 County Fire budget (Index 304100) will fund the contract.

It is therefore RECOMMENDED that your Board:

1. Approve the Contract with Robert Olson Associates for preparation of the County Fire Master Plan and authorize the Director of General Services to sign the contract agreement on behalf of the County; and
2. Approve the attached Adm29 encumbering \$15,000 available in the County Fire budget (304 100-3665) for the contract services; and

37.1

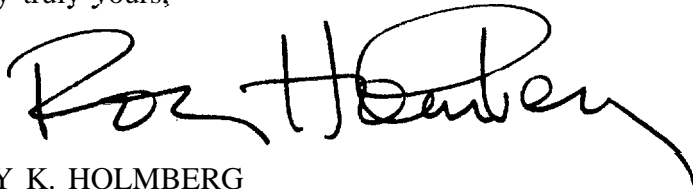
FIRE MASTER PLAN AGREEMENT

June 8, 1999

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3. Direct the General Services Department and County Fire to return on or before January 25, 2000 with a final draft plan for your approval.

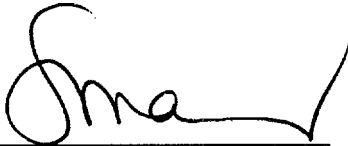
Very truly yours,



ROY K. HOLMBERG
General Services Director

RH/sul/Co.FirePlan

RECOMMENDED:



SUSAN A. MARTELLO
County Administrative Officer

cc: County Fire
Auditor-Controller
General Services - Fiscal

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0 267

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: GENERAL SERVICES (Dept.)
Robert Olson (Signature) 5/20/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the Santa Cruz County General Services Department/ County Fire (Agency)
and Robert Olson Associates, Inc., 4164 Los Coches Way, Sacramento, CA 95864-5273 (Name&Address)
- The agreement will provide Development of a Five Year County Fire Master Plan
- The agreement is needed as work can be completed more expediently by contract
- Period of the agreement is from Board Approval to June 30, 1999
- Anticipated cost is \$ 15,000 (not to exceed) (Fixed amount; Monthly rate Not to exceed)
- Remarks: Contract term expires Jan. 15, 2000
- Appropriations are budgeted in 304100 (Index#) 3665 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. 81851 Date 5/27/99
are not will be
GARY A. KNUTSON, Auditor-Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
to execute the same on behalf of the
(Agency).

Remarks:
(Analyst) By [Signature] County Administrative Officer Date 5-27-99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Administrative Officer - Pink
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____
By _____ Deputy Clerk

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 8th day of June , 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Robert Olson Associates, Inc, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:
Develop a "Five Year County Fire Master Plan" including an "Implementation Plan" and meeting criteria as detailed in the proposal submitted to the County Fire Advisory Commission dated March 5, 1999. Plan to include specific guidelines and funding resources for meeting the future fire protection needs of Santa Cruz County.
Attachment A (Master Plan Development Schedule) and attachment B (Robert Olson's proposal for Santa Cruz County Fire Department Master Planning Project, dated March 5, 1999) are incorporated herein as references.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:
A total amount not to exceed \$15,000, payments as work progresses upon approval of submitted invoices. _____

3. **TERM** The term of this contract shall be:
-June 8, 1999 through January 15, 2000. _____

4. **EARLY TERMINATION.** Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such in-

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:"
 Jenny Pederson, Sr Dept Admin Analyst _____
 County Fire _____
 P.O. Drawer F-2 _____
 Felton, Ca 95018 _____

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

- Jenny Pederson, Sr Dept Admin Analyst _____
 - County Fire _____
 P.O. Drawer F-2 _____
 Felton, CA 95018 _____

demification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** **CONTRACTOR**, at its sole cost and expense, for the full-term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

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

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$_____ combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here. LAO/_____

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/ Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability, and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority-Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and

agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NONASSIGNMENT.** CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

10. **RETENTION AND AUDIT OF RECORDS.** CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

12. **ATTACHMENTS** This Agreement includes the following attachments (identify by name or write "NONE"):

- A. County Fire Master Plan Development Progress Schedule _____
 B. Proposal (dated March 5, 1999) submitted by Robert Olson Associates, Inc
-

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

1. CONTRACTOR

4. COUNTY OF SANTA CRUZ

By: Robert Olson

By: _____

Address: Robert Olson Associates
 4164 Los Coches Way
 Sacramento, CA 95864-5273

Telephone: (916) 978-7300 _____

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 5-20-99
 Risk Management

3. APPROVED AS TO FORM

By: Marie Costa 5-20-99
 County Counsel

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

FMICA

2000-2005 **SANTA CRUZ COUNTY FIRE MASTER PLAN DEVELOPMENT
PROGRESS SCHEDULE**

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6/8/99	Board of Supervisors - approve contract agreement.
6/15-6/31/99	Project initiation meeting and in-office review of documentary data. Preparation of data collection and interview guides and identification of preliminary sources of information and individuals to be interviewed.
6/31-9/1/99	Team field work, detailed data collection, preliminary findings and recommendations.
7/15/99	Progress report to County Fire Advisory Commission - oral presentation
9/15/99	Preparation and delivery of first draft containing principal findings and conclusions Distribute to County Advisory Commission for review.
10/15/99	Advisory Commission discussion of first draft. (Consultant present at meeting)
11/1/99	Revisions - delivery of second draft. Distribute to County Advisory Commission for review.
11/15/99	Special County Fire Advisory Commission meeting for discussion of second draft.
12/5/99	Deliver Final Draft. Distribute to County Fire Advisory Commission.
12/7/99	Fire Advisory Master Plan Subcommittee review final draft/verify changes identified 1 1/15/99
1/2000	Board of Supervisors approve Fire Master Plan. Implementation.