



BARRY C. SAMUEL
DIRECTOR

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9000 SOQUEL AVE., SUITE 101 SANTA CRUZ, CALIFORNIA 95062

June 2, 1998

AGENDA: JUNE 23, 1998

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

SUBJECT: SECURITY SERVICES

Dear Members of the Board:

On April 28, 1998, your Board approved a contract with First Alarm Security and Patrol for miscellaneous security services for the County Parks Department. These services include: park closing, management of the summer parking program, and monitoring sound levels at Pinto Lake County Park. The total cost for these services, through fiscal year 1997/98, is \$9,415.00.

At this time, the Parks Department is requesting to amend the agreement to add additional duties to include the opening and closing of Quail Hollow Ranch County Park and the opening of the Polo Grounds Park, Coffee Lane Park and Scott Park on summer weekends. These additional services are needed in order to provide access and security at Quail Hollow Ranch as it is now open to the public Tuesdays through Sundays. Additionally, contracting with First Alarm Security and Patrol to open the Polo Grounds, Coffee Lane Park and Scott Park, on weekends through October 1, 1998, will allow for timely access to these parks and for general users and athletic leagues.

Funding for these services is available in the department's budget request for 1998/99 fiscal year.

Addition of services to include: locking Quail Hollow Ranch County Park each evenings beginning July 1, 1998, and continuing through June 30, 1999

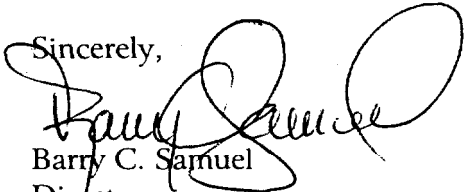
\$2,700

Addition of services to include: opening Quail Hollow Ranch County Park by 8:00 a.m. on Saturday and Sunday, beginning July 1, 1998, and continuing through June 30, 1999 \$1,080

Addition of services to include: opening the gate at the Polo Grounds, Coffee Lane and Scott Park on Saturday and Sunday, beginning July 1, 1998, through October 1998, and June 1999 \$950

It is therefore RECOMMENDED that your Board:

1. Approve a contract amendment with First Alarm Security and Patrol for additional security services in the amount of \$4,730 for fiscal year 1998/99, and place this contract on the list of continuing agreements for \$38,440.
2. Authorize the Director of County Parks to execute the contract on behalf of the County.

Sincerely,

 Barry C. Samuel
 Director

RECOMMENDED:



 SUSAN A. MAURIELLO
 County Administrative Officer

- cc: County Counsel
 CAO
 Auditor-Controller
 County Parks
 First Alarm Security & Patrol

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

381

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

FROM: Parks Open Space & Cultural Services (Dept.)
[Signature] (Signature) 6-3-98 (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 County of Santa Cruz (Agency)

and First Alarm Security and Patrol, 1111 Estates Drive, Aptos, CA 95003 (Name & Address)

The agreement will provide security services for County parks

The agreement is needed because the County cannot provide the service.

Period of the agreement is from ~~July 1, 1998~~ June 3, 1998 to June 30, 1999

Anticipated cost is \$ -0- (Fixed amount; Monthly rate; Not to exceed)

Remarks: Amending agreement for additional services for next fiscal year - contract for 1998/99 will be placed on the County's List of Continuing Agreements.

Appropriations are budgeted in 492100 (Index#) 3665 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 81618 Date 6/15/98
are not available and will be encumbered. GARY A. KNUTSON, Auditor-Controller
N/A By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Park to execute the same on behalf of the County of Santa Cruz

(Agency). [Signature] County Administrative Officer
Remarks: By [Signature] Date 6/15/98
(Analyst)

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green *
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 _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

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COUNTY OF SANTA CRUZ

382

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 6-2-98 (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 County of Santa Cruz (Agency)

and, First Alarm Security and Patrol, 1111 Estates Drive, Aptos, CA 95003 (Name & Address)

The agreement will provide for additional park opening and closing, management of the summer parking program, and monitoring sound levels at Pinto Lake County Park.

The agreement is needed because the county cannot provide the services.

Period of the agreement is from July 1, 1998 to June 30, 1999

Anticipated cost is \$ ~~35,960.00~~ \$38,440.00 (Fixed amount; Monthly rate; Not to exceed)

Remarks:

Appropriations are budgeted in 492100 (Index#) 3665 (Subsubject)

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

Appropriations ^{are} available and ^{have been} encumbered. Contract No. 81618 Date 6/9/98
_{are not} _(will be)

GARY A. KNUTSON, Auditor - Controller
By *[Signature]* Deputy.

will be - Reading 9/8/99 Budget Approval

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of County Parks to execute the same on behalf of the County of Santa Cruz

(Agency). County Administrative Officer

Remarks: By *[Signature]* Date 6/15/98
(Analyst)

Agreement approved as to form. Date

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

*To Orig. Dept. if rejected.

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AD 29 (6/95)

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 _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated April 28, 1998, by and between the COUNTY OF SANTA CRUZ and First Alarm Security and Patrol, by extending the Term of the agreement to June 30, 1999, and by including the following additional services: lock Quail Hollow Ranch County Park July 1, 1998, through June 30, 1999; open Quail Hollow Ranch County Park on weekends July 1, 1998, through June 30, 1999; open the Polo Grounds County Park, Coffee Lane and Scott Park on weekends July 1, 1998, through June 30, 1999. Compensation to be made monthly, upon receipt of invoice by Contractor, for a total contract amount not-to-exceed \$38,440.00.

All other provisions of said agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By: _____

Approved as to insurance:

CONTRACTOR

By: *Janet McKenney*
Risk Management 6-11-98

By: *Kimberly [Signature]*

Address: 1111 Estates Drive
Aptos, CA 95003

Approved as to form:

Phone: (408) 476-1111

By: *Marie Costa*
Office of the County
Counsel

DISTRIBUTION:

- CAO
- Auditor-Controller
- County Counsel
- Risk Management
- Contractor
- County Parks

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 28th day of April, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and First Alarm Security and Patrol, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result:

Miscellaneous security services to include park closing, noise abatement at Pinto Lake County Park, and the summer parking program.

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

An amount not-to-exceed \$9,415.00.

3. TERM. The term of this contract shall be:

April 28, 1998, through June 30, 1998.

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-

(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:

County Parks Department
c/o Gretchen Iliff
9000 Soquel Avenue; Suite 101
Santa Cruz, CA 95062

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement)."

(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:

County Parks Department
c/o Gretchen Iliff
9000 Soquel Avenue, Suite 101
Santa Cruz, CA 95062

(Department should fill in the full name/title and address of the person/ position responsible for the Agreement).

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

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.

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)
07/07/97

PRODUCER
Commercial Lines Unit
ALBURGER BASSo de GROSZ INS.
820 Bay Avenue, Suite 111
Capitola, Cd 95010-2165

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE	
COMPANY	A Frontier Pacific Insurance Company
COMPANY	B Hartford Fire Insurance
COMPANY	C
COMPANY	D

INSURED
First Alarm
First Alarm Security & Patrol Inc
1111 Estates Drive
Aptos, CA 95003

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GLM4002620	07/01/97	07/01/98	GENERAL AGGREGATE \$3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> BI/PD Ded:500				PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000
B	AUTOMOBILE LIABILITY	57UENV16496	07/01/97	07/01/98	COMBINED SINGLE LIMIT \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRE & AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ DISEASE - POLICY LIMIT \$ DISEASE - EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
Certificate holder is named as additional insured for general liability only as respects work performed by the named insured and as-per attached (See Attached Schedule.)

CERTIFICATE HOLDER

County of Santa Cruz Parks
Department
Attn: Mary (FAX:462-8330) 701
Ocean St.
Santa Cruz, CA 95060

CANCELLATION Ten Day Notice for Non-Payment
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL PROVIDE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT OF THIS CERTIFICATE. YOUR ACCEPTANCE OF THIS CERTIFICATE SHALL BE DEEMED AN AUTHORIZED REPRESENTATIVE

[Signature]

ENDORSEMENT

The following spaces preceded by an asterisk(*) need not be completed if this endorsement and the policy have the same inception date.

ATTACHED TO AND FORMING PART OF POLICY NUMBER. GLM4002620	*EFFECTIVE DATE OF ENDORSEMENT 7/1/97	*ISSUED TO First Alarm Security & Patrol, Inc First Alarm
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This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSUREDS

It is understood and agreed that coverage is provided for additional insureds as follows:

1. "Additional Insured" is defined to include any person, organization, trustee or estate specifically designated as an "additional insured" on a certificate of insurance authorized by the company. Any person, organization, trustee or estate receiving a certificate of insurance authorized by the company which does not specifically designate such person, organization, trustee or estate as an "additional insured" is afforded no coverage under this policy.
2. It is further understood and agreed that coverage for "additional insured" incepts only as of the date the certificate of insurance designating each "additional insured" is issued.
3. Coverage is provided for "additional insureds" only to the extent that liability is created for such "additional insureds" by the acts, errors, or omissions of the Named Insured herein. This policy provides no coverage for the independent acts, errors or omissions of any "additional insured".

Authorized Representative

SECURITY SERVICES PROPOSAL

**COUNTY OF SANTA CRUZ PARKS, OPEN SPACES
AND CULTURAL SERVICES**

1998 PROGRAMS

1) PARKING ATTENDANT PROGRAM

TYPE OF SERVICE: Provide attendant at three (3) parking lots, Moran Lagoon, Santa Cruz, Highlands Park, Ben Lomond, and Pinto Lake Park, Watsonville, every Saturday and Sunday beginning the weekend of May **22nd**, 1998, inclusive of one extra day on Memorial Day, Labor Day and the Fourth of July holidays. To include one (1) roving supervisor/relief person to provide relief and bank **transfers**. Total days 32.

HOURS OF SERVICE: Attendant hours **8:00 A.M. - 4:00 P.M.**, Supervisor hours **11:00 A.M. - 5:00 P.M.**.

TO BE BILLED BY THE HOTJR AT THE **END OF EACH MONTH.** (\$15 per hour)

TOTAL SERVICE RATE: **\$ 14,778.00**

2) PINTO LAKE PARK ATTENDANT/PARK ATTENDANT

TYPE OF SERVICE: Attendant shall provide foot patrols of park as designated as an assistant in parking control as well as for the purposes of enforcement of the noise regulations.

HOURS OF SERVICE: **12:00 P.M. - 8 P.M** (or as designated at other locations).

SERVICE RATE: **\$ 120.00** per day (days designated by subscriber, may Sunday's or Saturday and Sunday, or any combination thereof). Above service rate based on an eight (8) hour shift, **shifts** may be varied (minimum of six hours) based on the hourly rate of \$15.00 per man hour.

3) PARK CLOSINGS

TYPE OF SERVICE: As outlined in previous agreement

SERVICE RATE: **\$40.00** per day to be billed at the end of each month.

ON-CALL OPENINGS: **\$25.00** per response.

4) ADDITIONAL PARK CLOSINGS/OPENINGS

TYPE OF SERVICE: As outlined in previous agreement. To be billed at **monthly** rate, at the end of each month

Quail Hollow Ranch - Closings	\$225.00 per month
Quail Hollow Ranch - Openings	\$ 90.00 per month
Polo Grounds, Coffee Lane & Scott Park - Openings	\$190.00 per month