



BARRY C. SAMUEL
DIRECTOR

(831) 454-7900
FAX (831) 454-7940
TDD (831) 454-7978

979 17th AVENUE SANTA CRUZ, CALIFORNIA 95062-4170

October 16, 1998

AGENDA: NOVEMBER 10, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95062

SUBJECT: SECURITY SERVICES AT THE SIMPKINS **FAMILY SWIM CENTER**

Dear Members of the Board:

On June 23, 1998, your Board approved a contract with First Alarm Security and Patrol for miscellaneous security services for the County Parks Department. These services included park closing, management of the summer parking program, and monitoring of sound levels at Pinto Lake County Park. The total cost for these services, through fiscal year 1998/99, was \$14,145.

At this time, the Parks Department is requesting to amend the agreement to add additional duties to include the lock up of the Simpkins Family Swim Center every night of the week and every weekend. These services are needed in order to ensure security when the swim center is not occupied by staff. The annual cost for these additional services is \$2,376;

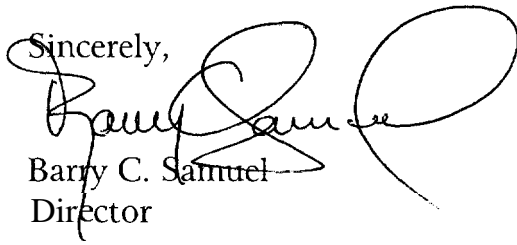
Funding for these services is available in the Department's budget request for the 1998/99 fiscal year.

It is therefore **RECOMMENDED** that your Board:

1. Approve a contract amendment with First Alarm Security and Patrol for security services at the Simpkins Family Swim Center in the amount of \$198 per month for fiscal year 1998/99.

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
Risk Management
County Parks
Auditor-Controller
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

01 347

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

FROM: Parks, Open Space & Cultural Services (Dept.)
[Signature] (Signature) 9-23-98 (Date)

CR 10/15

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

1. Said agreement is between the County of Santa Cruz - Parks (Agency)
and, First Alarm Security & Patrol, 1111 Estates Drive, Aptos, CA 95003 (Name & Address)

2. The agreement will provide services to close and lock the Simpkins Family Swim Center.

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

4. Period of the agreement is from October 27, 1998 to June 30, 1999
~~October 20, 1998~~

5. Anticipated cost is \$ 198.00 per month OR \$ 2376 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: For a new contract total amount not-to-exceed \$40,816.00 ✓

7. 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. CO 81618 A Date 11/19/98
~~are not~~ ~~will be~~

GARY A. KNUTSON, Auditor - Controller
By Linda T. Chou Deputy

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

Remarks: _____ (Analyst)
BY [Signature] Date 10/30/98
County Administrative Officer

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

51

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 including the following additional services: opening and locking up (closing) the Simpkins Family Swim Center every night of the week and weekend, perform other occasional security related duties for the swim center, as requested by the County of Santa Cruz. The rate for these services shall be \$198 per month, to be billed monthly.

All other provisions of said agreement shall remain the same.

Date: _____ COUNTY OF SANTA CRUZ

By: _____

Approved as to insurance:

CONTRACTOR

By: Janet McKinley
Risk Management 10-22-98

By: [Signature]
CAL HORTON

Address: 1111 Estates Drive
Aptos, CA 95003

Approved as to form:

Phone: (831) 688-8510

By: Mario Costa
Office of the County Counsel

Distribution: Auditor-Controller, Risk Management, County Counsel, CAO, Parks Department, Contractor

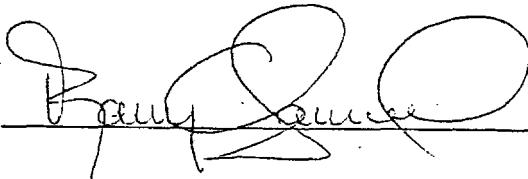
AMENDMENT TO AGREEMENT

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.

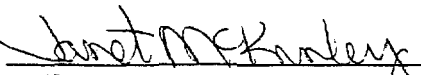
Dated: _____

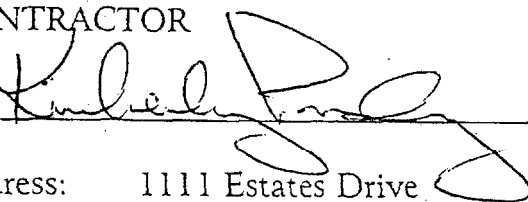
COUNTY OF SANTA CRUZ

By: 

Approved as to insurance:

CONTRACTOR

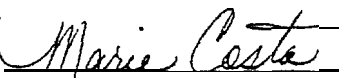
By: 
Risk Management 6-11-98

By: 

Address: 1111 Estates Drive
Aptos, CA 95003

Approved as to form:

Phone: (408) 476-1111

By: 
Office of the County
Counsel

DISTRIBUTION:

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

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

01 350

Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Parks, Open Space & Cultural Services (Dept.)

(Signature) 4-1-98 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency)
and First Alarm Security and Patrol, 1111 Estates Drive, Aptos, CA 95001 (Name & Address)

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

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

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

5. Anticipated cost is \$ ~~25,000.00~~ \$38,440.00 (Fixed amount, Monthly, rate, Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 497100 (Index#) 3045 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 911-18 Date 4/1/98
GARY A. KNUTSON, Auditor - Controller
By _____ Deputy.

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

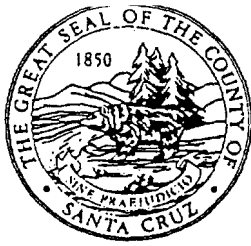
Remarks: _____
By _____ (Analyst) Date 4/1/98

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - _____
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
SUZAN L. MILLER 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 June 23 19 98
By _____ County Administrative Officer

Deputy Clerk



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

BARRY C. SAMUEL
DIRECTOR

(408) 462-8300
FAX (408) 462-8330
TDD (408) 454-1453

April 17, 1998

AGENDA: APRIL 28, 1998

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

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: APR 28 1998
COUNTY OF SANTA CRUZ
SUSAN A. MADRIZELLO
EX-OFFICIO CLERK OF THE BOARD

SUBJECT: SECURITY SERVICES FOR COUNTY PARKS

[Signature] DEPUTY

Dear Members of the Board:

May 9, 1995, your Board approved a contract with First Alarm Security and Patrol for miscellaneous security services for the Department of Parks, Open Space and Cultural Services. That agreement came about after Requests for Proposals (RFP) were solicited and the contract provides for a yearly agreement that is renewable for up to five years.

The contract with First Alarm Security and Patrol expired on September 2, 1997, and the Department is now requesting that we re-enter into an agreement with First Alarm to reinstate these services.

As a result of the RFP process in May of 1995, First Alarm began locking 18 restrooms and park gates each evening. Due to the loss of CSA 11 funding and subsequent reductions in the park maintenance division budget, the Sheriffs Department temporarily undertook the responsibility of locking park gates and restrooms each day. While the Parks Department appreciates the help from Sheriffs Department staff over the past 10 months, it is agreed that First Alarm Security and Patrol can provide a more timely response in securing park sites.

Therefore, we are including in the proposed contract, that First Alarm Security and Patrol resume their routine evening locking County Parks gates and restrooms. The \$2,320 in necessary funding is available in this fiscal year for park closing through June 30, 1998.

On May 6, 1997, your Board approved a recommendation by Parks Department staff to expand the duties of First Alarm to include the staffing of the Summer Parking Program. At that time the Summer Parking Program was operated by seasonal Parks Department staff but it was determined that First Alarm was able to provide better cash security and weekend supervision for approximately the same cost. The Department has the \$5,655 in funds remaining in this years budget to pay for the Summer Parking Program through June 30, 1998, at various park sites, at \$435 per day.

On December 9, 1997, your Board approved an increase in parking fees at Pinto Lake County park from \$2 per car to \$3 per car. This increase was requested to offset costs related to enforcement of the sound policy, at Pinto Lake County Park, which allows for amplified music in designated areas. Due to complaints from nearby residents, the Parks Department amended its agreement with First Alarm

Security and Patrol to include the use of their guards to monitor sound levels at the Pinto Lake Park on days when sound permits were issued. This practice began late last summer and it was found to be very effective in keeping amplified sound below the ordinance level of 75 decibels. Therefore, we are proposing, in this contract, to utilize First Alarm Security and Patrol to monitor sound levels at Pinto Lake County Park. The \$1,440 in funds for the re-implementation of the program this fiscal year are available in the current year budget.


In summary, the County Parks Department is requesting that we enter into an agreement with First Alarm Security Patrol to include:

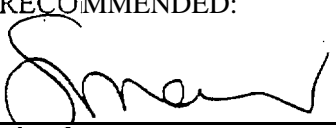
1. Reduce the "Early Termination" clause from thirty days to fifteen days.
2. For related security services: Summer Parking Program, Pinto Lake Noise Abatement and Night Park Closing. The costs for these services is as follows:

Summer Parking Program (through fiscal year 1997/98) (13 days) @ \$435 per day	\$5655.00
Pinto Lake Noise Abatement (through fiscal year 1997/98) @ \$120 per day	\$1440.00
Park Closing - May 4, 1998 through June 30, 1998 @ \$40 per day	\$2320.00

It is therefore RECOMMENDED that your Board:

1. Approve a contract with First Alarm Security and Patrol for related security services in the amount of \$9,415 .00 for fiscal year 1997/98, and place this contract on the list of continuing agreements for 1998/99.
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, Parks Dept., CAO, Sheriff - Mark Tracy, Risk Management, Auditor-Controller, GSD, Parks Commission, Contractor

COUNTY OF SANTA CRUZ

0 953

REQUEST FOR APPROVAL OF AGREEMENT

Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Parks, Open Space and Cultural Services (Dept.)
[Signature] 04/17/98 (Date)

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

Said agreement is between the County Parks Department (Agency)
and First Alarm Security and Patrol; 1111 Estabro Drive, Aptos, CA 95003 (Name & Address)

The agreement will provide security services for the Parks Department.

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

Period of the agreement is from April 28, 1998 to June 30, 1998

Anticipated cost is \$ 9,415.00 (Fixed amount; Monthly rate; Not to exceed)

Remarks:

Appropriations are budgeted in 492100 (Index#) 3663 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 71111 Date 4/17/98

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

Proposals 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).

marks: [Signature] (Analyst) By [Signature] Date 4/17/98 County Administrative Officer

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
[Signature] 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 [Date] County Administrative Officer
By [Signature] Deputy Clerk

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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-

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 statutorily 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 ____/____.

(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, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY ____/____.

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:

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:

A. The 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, sex, sexual orientation, age (over 40), veteran status, 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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 40), veteran status, 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 Affirmative Action 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"):

None.

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: _____

By: Ray G...

Address: 1111 Estates Drive
Aptos, CA 95003

-Telephone: 685-1110

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 4-16-98
Risk Management

3. APPROVED AS TO FORM:

By: Marie Costa
County Counsel

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

FMICA