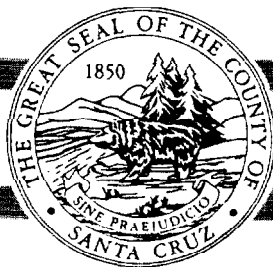


SHERIFF-CORONER



COUNTY OF SANTA CRUZ

MARK TRACY
SHERIFF-CORONER

November 6, 1998

701 OCEAN ST., RM. 340
SANTA CRUZ, CALIFORNIA 95060

PHONE (408) 454-2985
FAX (408) 454-2353

Agenda: November 24, 1998

Board of Supervisors
County of Santa Cruz
701 Ocean Street, Room 5 10
Santa Cruz, CA 95060

APPROVAL OF DESIGN AND ENGINEERING SERVICES CONTRACT
FOR MAIN JAIL ROLL-UP BOOKING GARAGE SALLY PORT DOORS
AND ADDITIONAL SECURITY FENCING

Dear Members of the Board:

On September 15, 1998, your Board approved the 1998/99 State Supplemental Law Enforcement Service Funds (SLESF) and its proposed uses. The Detention component consists of replacing the Main Jail's roll-up booking garage sally port doors and additional security fencing in the booking garage area.

The current sally port doors are continually going out of alignment which is expensive to repair and, in effect, renders the doors inoperative. The additional fencing will provide greater security to officers bringing individuals to the booking area and to the jail itself


On October 6, 1998, your Board approved On Line Electric as the contractor to design and provide engineering services related to the Main Jail Central Control Upgrade project. This is funded through the California State Board of Corrections - Federal Violent Offender Incarceration Grant Program.

The replacement of the sally port door correlates directly with the upgrade of Central Control. Central Control electronically controls the sally port doors. Part of the Central Control Upgrade project is upgrading of the camera system in the sally port area. These two projects need to be coordinated to ensure that we get a high degree of security and that the new sally port doors are compatible with the upgrade of Central Control. In order to design the main control upgrade project and the sally port door project in a manner to insure the proper level of coordination, it would be in the County's best interest to have a single firm be responsible for all aspects of the work. As such, we are proposing that On Line Electric carry out the sally port upgrade design.

It is therefore Recommended that your Board:

1. Approve the agreement with On Line Electric for design and engineering for the Main Jail's roll-up booking garage sally port doors in the amount of \$11,856;
2. Authorize the Sheriff-Coroner to execute the agreement.

Sincerely,


BRUCE SIMPSON
Acting Sheriff-Coroner

Recommended:


SUSAN A. MAURIELLO
County Administrative Officer

Attachments

cc Sheriff-Coroner, Detention Bureau
Auditor-Controller
On Line Electric

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

109

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

FROM: Sheriff-Coroner, Detention Bureau (Dept.)

Bruce Supton (Signature) * 11/9/98 (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 On Line Electric - 388 Seventeenth St., Suite 230, Oakland, CA 94612 (Name & Address)

2. The agreement will provide design and engineering services

3. The agreement is needed as the County can not provide these services

4. Period of the agreement is from November 24, 1998 to June 30, 1999

5. Anticipated cost is \$ 11,856 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 662300 (Index#) 8404 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. 81751 Date 11/9/98

GARY A. KNUTSON, Auditor - Controller
By Judith Ward 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) County Administrative Officer

Remarks: _____
By P. Ash Date _____
(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 _____ Clerk

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Contract No.
INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 24 day of November, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ONLINE ELECTRIC hereinafter called CONTRACTOR. The parties agree as follows:

1. OWNER CONTRACTOR agrees to exercise special skill to accomplish the following result: Refer to attachment A.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Refer to attachment A. However, not to exceed \$11,856.

3. TERM term of this contract shall expire on June 30, 1999.

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 indemnification 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 in 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 \$1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY *AG* *BB* .

(5) Professional Errors and Omissions Insurance in the minimum amount of \$500,000, if, and only if, this Subparagraph is initialed by the CONTRACTOR and COUNTY *AG* *BB* .

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:

Santa Cruz County Detention Bureau
Attn: Departmental Analyst
259 Water Street
Santa Cruz, Ca 95060

(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:

Santa Cruz County Detention Bureau
Attn: Departmental Administrative Analyst
258 Water Street
Santa Cruz, CA 95060

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 handicap or disability, medical condition (cancer related), marital status, sex, sexual preference, age (over 40), veteran status, or any other non-merit factor unrelated to job duties. Such non-discriminatory 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 handicap or disability, medical condition (cancer related), marital status, sex, sexual preference, 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, handicap or 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.

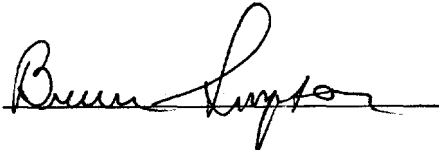
11. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

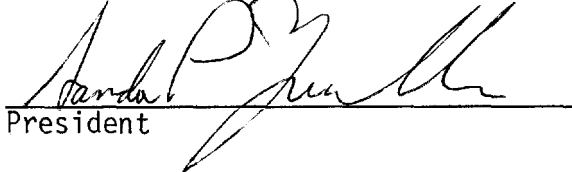
12. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): Attachment A.

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

COUNTYOFSANTACRUZ

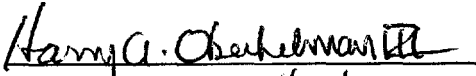
CONTRACTOR

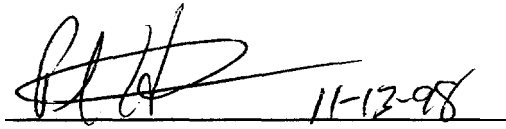



President

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


County Counsel 11/12/98


Risk Management 11-13-98



388 Seventeenth St., Suite 230 Oakland, CA 94612-3335 510 268-8373 FAX: 510 839-4791 E-MAIL: online@hooked.net

September 28, 1998

Kathy Y. Samms
Departmental Administrative Analyst
Sheriff-Coroner's Office
Santa Cruz County
259 Water Street
Santa Cruz, CA 95060

**RE: Security Consulting Services
Jail Vehicle Sallyport Security Upgrade Project**

Dear Ms. Samms,

Thank you for selecting us to work with the Department on the design of upgrades to the vehicle sallyport at the Water Street Jail. This letter is our proposal for the work.

Scope of Work

The scope of our consulting and design services shall be to suggest options to enhance physical security at the vehicle sallyport. This may include replacement of the existing roll-down doors with powered folding doors, adding doors to the loading area, installation of new fencing, and installation of security screening. Existing CCTV cameras and intercom stations may be relocated.

We will perform the following work. Deliverables are indicated by underlined text.

1. Design Phase
 - Develop several options
 - Meet with owners Work Team (2 meetings included during Design Phase)
 - Perform field visits to the site as required to prepare documents
 - Prepare and submit schematic design in a written narrative format. Include options and preliminary cost estimates
 - Prepare and submit Design Development Phase 50% drawings and specifications for owner review
 - Prepare and submit 100% Construction Development/Documents Phase drawings and specifications for owner review

ACORD CERTIFICATE OF LIABILITY INSURANCE

EP ID CR
ONLIN-1

DATE (MM/DD/YY)
11/04/98

PRODUCER
Caldwell & Associates
Atlantic-Pacific Ins. Brokers
1725 S. Bascom Ave. Ste. 204
Campbell CA 95008

Phone No. 408-369-1960 Fax No. 408-369-1963

INSURED

On Line Electric
S.P.Z. Oakland Corp.
388 17Th. St. Suite #230
Oakland CA 94612

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	Commercial Union Ins. Co.
COMPANY B	R E Lee Intermediaries
COMPANY C	
COMPANY D	

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. TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	FALN47 4 64	09/29/98	09/29/99	GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 100000
					MED EXP (Any one person) \$ 5 0 0 0
A	AUTOMOBILE LIABILITY	FAIN47464	09/29/98	09/29/99	COMBINED SINGLE LIMIT \$ 1000000
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATUTORY LIMITS
	<input type="checkbox"/> INCL				OTHER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$
	<input type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$
B	OTHER	MG702008	09/29/98	09/29/99	EL DISEASE - EA EMPLOYEE \$
	ERRORS & OMISSIONS				DED 500,000
					5,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

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.

CERTIFICATE HOLDER

Santa Cruz County
Detention Bureau
Departmental Analyst
259 Water Street
Santa Cruz CA 95060

SANTA-2

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

J. K. Caldwell

SUMMARY OF INSURANCE

Prepared: 01/14/98

Page 1

For: On Line Electric
 Sandy Zirulnik
 388 Seventeenth St. Suite 230
 Oakland, CA
 94612

R. C. Fischer & Co.
 P.O. Box 8101
 Walnut Creek, CA
 94596-8101

Coverage	Amount	Company	Policy No	Eff	Exp	Premium
Workers Compensation Named States: CA Employer's Liability Each Accident 1,000,000 Disease - Policy Limit 1,000,000 Disease - Each Employee 1,000,000 Individual Included/Excluded Sandy Zirulnik Excl * See Attached Rating Information		Republic Indemnity Co of Calif	001033-06	01/01/98	01/01/99	2252.0

Post-It* Fax Note 7671		Date	# of pages
To	Kathy Sammo	From	LAURA RADEW
Co./Dept.		co.	
Phone #		Phone #	510-268-8373
Fax #	831-454-2864	Fax #	

This summary is provided for reference purposes only and does not amend, alter or change the policy in any way. Please review your policy carefully and contact our office with any questions you might have.