

**SHERIFF- CORONER**



**COUNTY OF SANTA CRUZ**

MARK TRACY  
SHERIFF- CORONER

701 OCEAN ST, ROOM 340, SANTA CRUZ, CALIFORNIA 95060  
PHONE (831) 454-2414 FAX (831) 454-2353 TDD (831) 454-2123

1/4/99

**Agenda: 1/26/99**

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

**Approval Of Agreement With Free Radical Enterprises  
For Digital Imaging Services.**

**Dear Members of the Board:**

**During FY 98/99 Budget hearings your Board approved \$33,000 to finance a digital imaging system for the Sheriff's Office Crime Scene Investigations Unit. As you may recall, this system is entirely funded through Sheriff's State Asset Forfeiture and Criminalistics Laboratory Trust Funds with no net county cost.**

**The purpose of this digital imaging project is to identify, acquire and utilize cost effective digital computer technology in order to improve and enhance our existing analysis of crime scene evidence. For example, digital imaging has been an extremely effective tool, in a large number of law enforcement agencies, by greatly improving the speed and accuracy of identifying fingerprints; in analyzing and identifying shoe prints and vehicle tire tracks; in enhancing images from video tapes; in improving the analysis of written documents; and in producing more effective and informative crime scene diagrams and court displays. In addition to these benefits, digital imaging greatly improves law enforcement's speed and ability to share images and information by using the latest telephone transmission technology.**

**The Sheriff's Office has completed the initial phase of this project by identifying an appropriate vendor to assist us in implementing digital imaging in our Crime Scene Unit. We are recommending Free Radical Enterprises as the vendor most experienced and cost effective in meeting our proposed digital imaging needs. Free Radical has extensive law enforcement and forensic applications experience and has a wide and varied background implementing digital imaging projects in law enforcement agencies and major aerospace firms.**

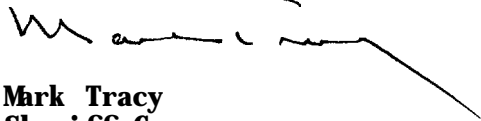
Free Radical's proposal provides for the completion and presentation of a thorough digital imaging needs assessment for the Sheriff's Crime Scene Unit; will develop specific software and hardware recommendations (developed in consultation with County Information Services) tailored to our needs; will provide system configuration, installation, testing, staff training and support at a cost of \$7,050. A copy of the proposed agreement is on file with the Clerk Of The Board.

As stated above, all appropriations for this project have been authorized in this fiscal year in the fixed asset/equipment component of our budget. However, it is now necessary to transfer \$7,050 of these funds, for the cost of this agreement, to professional and special services to provide for the necessary cost accounting for this portion of the project. The balance of the original appropriations will remain in the fixed asset category for the future purchase of the project's computer hardware and associated digital imaging software.

It is therefore recommended that the Board:

1. Approve the proposed agreement with Free Radical Enterprises in the amount of \$7,050 for digital imaging needs assessment, system design, configuration, testing, training and support for the Sheriff's Crime Scene Investigations Unit.
2. Approve the transfer of \$7,050 in existing appropriations from equipment to the professional and special services component of the Sheriff's Office FY 98/99 budget to fund the expenditure for this agreement.


Very truly yours,



Mark Tracy  
Sheriff Coroner

M/PC

RECOMMENDED:



for  
SUSAN A. MAURIELLO  
County Administrative Officer

/digital

**COUNTY OF SANTA CRUZ**  
**REQUEST FOR TRANSFER OR REVISION**  
**OF BUDGET APPROPRIATIONS AND/OR FUNDS**

83.

Department: Sheriff Coroner

Date: 1/4/99

TO: Board of Supervisors / County Administrative Officer / District Board

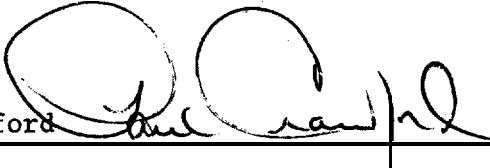
I hereby request your approval of the following transfer of budget appropriations and/or funds in the fiscal year ending June 30, 1999.

AUDITORS USE ONLY			
DOCUMENT #	AMOUNT	L/N	T/C HASH
JE 6, , ,	II 114 00:00	02	043

BATCH #	
DATE	Keyed By:

	T/C	INDEX	SUBOB JECT	USER CODE	AMOUNT	ACCOUNT DESCRIPTION *
T O	0,2,1	6,6,1,4,0,0	3,6,6,5	, , , , ,	70,500.00	Professional Spcl Services
	II	IIIIII	III	IIII	II	IIII
	II	IIIIII	III	IIII	II	IIII
	II	IIIIII	III	IIII	II	IIII
S F E R  F R O M	0,2,2	6,6,1,4,0,0	8,4,0,4	, , , , ,	70,500.00	Equipment
	II	IIIIII	III	IIII	II	IIII
	II	IIIIII	III	IIII	II	IIII
	II	IIIIII	III	IIII	II	IIII

Explanation: Transfer of \$7,050 to provide appropriations for digital imaging consultant services with Free Radical Enterprises.

Name Paul Crawford  Title Sr. Departmental Analyst

Auditor-Controller's Action: I hereby certify that unencumbered balance(s) is/are available in the appropriations/funds and in the amounts indicated above.  
 Auditor-Controller, by Linda Chou Deputy Date 1/5/99

County Administrative Officer's Action:  Recommended to Board  Approved  Not Recommended or Approved  
 County Administrative Officer BW Date 1-13-99

State of California } As the Clerk of the Board of Supervisors of the County of Santa Cruz, I do hereby certify that the foregoing request for  
 ss. transfer was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order  
 County of Santa Cruz } duly entered in the minutes of said Board on \_\_\_\_\_, 19\_\_\_\_, By \_\_\_\_\_ Deputy Clerk

Contract No.

**INDEPENDENT CONTRACTOR AGREEMENT**

**THIS CONTRACT is entered into this 4th day of January, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Free Radical Enterprises, hereinafter called CONTRACTOR. The parties agree as follows:**

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

**Develop and implement a digital imaging system for the Crime Scene Investigation Laboratory of the Sheriff's Investigation Division as outlined in the Free Radical Enterprises Proposal in Exhibit A, attached.**

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

**Cost for all proposal components outlined in Exhibit A (attached) are: \$7,050 for a complete written needs assessment and proposed solution(s) system configuration; system installation, training and one (1) year of unlimited technical support via telephone.**

**Payment is to be made in two installments; The first installment of \$4,200 is due and payable upon the completion and presentation by Free Radical and acceptance by the Sheriff's Office of the written needs assessment and proposal recommending hardware and software to meet the needs of the Sheriff's Office, as outlined on page 2 of the Free Radical proposal (attachment A). The second installment of \$2,850 is due net 30 days from completion of configuration, installation and training as outlined on pages 3 and 4 of the Free Radical proposal (exhibit A).**

**3. TERM. The term of this contract shall be: \_**

**January 26, 1999 through June 30, 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 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).

INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term 8; 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 GD.

(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 GD/\_\_\_\_\_.

(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: \_

Not applicable

(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:

Not applicable

(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 handicap or 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 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 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, 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- "Proposal To Santa Cruz County Sheriff's Office for Forensic Imaging Consulting & Training." Attachment B- Amendment of Comprehensive or Commercial Liability Insurance Requirement.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

Free Radical/ George Reis

By: \_\_\_\_\_

By: George Reis

Address: 18627 Brookhurst

Suite 114

Telephone: Fountain Valley, CA 92708

714-775-3120

APPROVED AS TO FORM:

By: Hany A. Oberkhan  
County Counsel

APPROVED AS TO INSURANCES

By: McKinley of 12-9-98  
Risk Management

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



# Proposal to Santa [REDACTED] Cruz Sheriff's Office 88

## for Forensic Imaging Consulting & Training

by:  
George Reis  
Free Radical Enterprises  
(714) 775-3-1 20

### Introduction:

The Santa Cruz Sheriff's Office (SCSO) has identified a need to expand their identification and photography sections with digital imaging capabilities. This technology can bring about the following:

- Increase in Fingerprint Identifications
- Increase in Cal,-ID Hits
- Greater Control of Image Quality
- Faster Access to Images
- More Effective Court Displays
- Significant Savings in Polaroid Film

The needs of SCSO can be addressed by assessing these specific areas:

- Needs Assessment
- System Configuration
- Installation
- Training
- Support

Each of these areas are addressed in detail below.

### Proposal:

This proposal is for Free Radical Enterprises to work with the SCSO to provide a complete and thorough needs assessment and analysis in for its digital imaging needs, make specific recommendations on equipment (**hardware and software**) to fill those needs, the physical configuration of the system, installation of the equipment at the SCSO, training in the use of this hardware and software, and technical support for the use of this equipment.

This proposal is separated into these five sections below, for a more thorough breakdown of these components.

## Needs Assessment:

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The needs assessment involves an analysis of the current methods utilized by the identification and photographic section of the Sheriff's Office. This analysis includes several items, including the following. A review of the amount of work that is done with traditional methods, and the anticipated amount that may be done digitally. A review of the current **workflow** and how that may be affected by adding digital imaging. A review of current internal protocols regarding fingerprints and photography and how the incorporation of digital imaging can fit within the existing protocols. A review of any existing computer systems and to determine the ability to integrate this system into the network.- if desired.

The result of this assessment will be a report to the SCSO, recommending a specific direction to take with digital imaging, including specific equipment to purchase, and how that equipment can be integrated for the agency. This includes methods for meeting issues of protocol and **workflow** as well as issues of configuration and installation.

It is frequently the case that vendors, systems integrators and companies offering turn-key solutions add many thousands of dollars to their profit by creating systems with unnecessary equipment, including equipment that is based on profit rather than customer needs, and highly profitable software. It is not uncommon to save \$5,000 to \$10,000 or more by designing a custom system and using local vendors and reputable manufacturers. Turn-key systems that cost \$40,000 to \$60,000 can often be assembled with better equipment for \$30,000 to \$45,000. The needs assessment provides the information to save a substantial amount of money, and to design a system that includes the best hardware and software available for one's specific needs.

## 'System Configuration:

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This aspect of the proposal involves the physical set-up of the equipment. SCSO will have the equipment **shipped** to Free Radical for full configuration. This includes the installation of all software and drivers, all hardware and cables, and thoroughly testing each component. It is frequently the case with computer systems that include several peripheral components that configuration errors and incompatibilities will occur. In these instances, it may be necessary to use different drivers, upload patches for software, and (in rare cases) even use different equipment than originally planned.

The result of the system configuration will be a complete system that will leave Free Radical in good working order. All **components** will be tested and working, with all software loaded and operating to their full potential. The system configuration is the one step that will save the **most** for SCSO in time and potential problems. Some agencies have purchased systems through vendors and systems integrators only to have the system **sit** idle because of configuration problems.

NOTE: Should there be any (unlikely) need to change hardware because of configuration problems, it is the responsibility of SCSO to work directly with manufacturers or vendors for replacements. Should there be any costs associated with these replacements, payment is the responsibility of SCSO.

## Installation:

For installation of the system, a representative of Free Radical will ship the equipment to the SCSO, and physically re-assemble it and all components. The system will be reconfigured to full working order, as it was before leaving Free Radical. Each component will be retested to verify that it is working properly. In addition, the representative will work with a representative of SCSO and review all components **of the** system, all owner's manuals, all software, etc.

In addition, Free Radical will install several custom Adobe Photoshop Actions to provide a more efficient system for repetitive items such as sizing images, printing, tracing, etc.

Upon completion of the installation, the SCSO representative will be familiar with all components of the system and will be satisfied that all components (hardware and software) are in good working order.

Improperly installed systems can result in equipment that remains idle, preventing valuable equipment from providing a benefit to the agency.

## Training:

It is anticipated that two days of Intensive training will provide a level of understanding of the equipment and software to perform the basic tasks of fingerprint enhancement, AFIS preparation, and photographic applications. Free Radical will provide two days of training for SCSO personnel to meet the specific needs of the agency.

In addition to this training, Free Radical will write a custom user's manual for SCSO. This manual will include step-by-step guides for the specific uses of this system, This manual will also be written for use with the specific hardware and software configuration that-SCSO decides to purchase.

Frequently, after some use of an imaging system, advanced training is desired to learn shortcuts, add capabilities, review some procedures, etc. Should additional training (beyond the original two days) be requested, Free Radical can provide this at additional cost.

## Support:

Equipment support and maintenance is provided by vendors and manufacturers. Free Radical does not provide any level of support regarding the physical equipment that SCSO purchases or that Free Radical installs.

However, we will provide one year of technical support for the system *as configured* by us. This support includes unlimited phone support for one full year from the date of installation. In addition, we will install PC Anywhere software so that we can provide remote support to the system.

Should in-person support be required because of equipment failure that is a result of the installation by Free Radical, this support will be provided at no additional cost. However, **should** in-person support be required because of a change in the system configuration, because of defective parts, or from user error, there will be a service fee.

**Method:**

A representative from Free Radical will meet with representatives from SCSO in person to discuss the specific needs of the agency. In addition, communication will take place by phone, fax and/or e-mail. This will result in a specific proposal that will be delivered to SCSO by US Mail.

System configuration will **take** place off-site by Free Radical Personnel. SCSO will be responsible for having the equipment shipped to Free Radical and properly insured. Free Radical will pay shipping from Free Radical To SCSO.

Installation will take place at SCSO. A representative of Free Radical will work with a representative from SCSO at the Sheriff's Office and fully install the equipment to the satisfaction of that representative.

Training will **take** place at the SCSO on two consecutive days. This training will take place within one-month of the installation of the equipment (preferably on the two days immediately following the installation).

Support will **take** place as needed by phone, fax, e-mail, via modem or in person.

**Cost:**

The cost for all of the components of this proposal, including a complete needs assessment and proposal, system configuration, installation, training and one year of unlimited telephone support is \$7,050.

In-person support that is not otherwise covered in this proposal will be billed at the rate of \$100/hour plus expenses, minimum four hours.

Payment will be due as per the contract agreement between the Santa Cruz Sheriff's Office and Free Radical Enterprises.

Should additional training be required by SCSO, this will be available for \$800 per day, plus expenses.

## About Free Radical Enterprises:

Free Radical is the consulting firm of George Reis, established in 1995 to help law enforcement agencies and other businesses incorporate digital imaging to their best and fullest benefit. This includes needs assessment and analysis in forensics, photography and digital imaging as well as training. Reis' law enforcement clients include many agencies of varying sizes, as well as Fortune 500 companies and major aerospace firms.

In 1998, Free Radical added to its staff Joe Heppler and Chip Cuthbert

George Reis' background includes a tenure at the Newport Beach (CA) Police Department, running their photographic and Identification unit. In 1990 Reis began utilizing digital imaging technology at NBPD, and fully incorporated the use of digital imaging for fingerprint enhancement and AFIS preparation in 1991. This was one of the first installations of digital imaging in law enforcement in the world. Many of the applications and techniques used in this field were first developed by Reis.

Reis has taught seminars and made presentations throughout the United States at a variety of schools and conferences, including the International Association for Identification, Evidence Photographers International Council, Winona School of Professional Photography and PC Expo. Reis has also written several articles on the topic of digital imaging for the magazines, Photo:Electronic Imaging and Law Enforcement Technology. In addition, Reis produced a videotape entitled, Digital Imaging for Law Enforcement, which is available from Lightning Powder Co.

Joe Heppler's background includes 12 years of law enforcement experience. From 1991-1995 Heppler was assigned to the Detective division of the Newport Beach Police Department as a Crime Scene Investigator. During that time he worked with George Reis on the development of digital imaging technology for that agency. In 1995 he joined the Tacoma Police department in Washington state. He provided training for their forensic personnel in the use of imaging technology and helped construct the departments' imaging system.

From 1996-1997 Heppler was a consultant to computer companies in the design and implementation of forensic imaging systems. Heppler has taught forensic imaging at various police departments in the United States and at the Winona School of Professional Photography. In addition he has been a guest speaker on digital imaging for law enforcement at the International Association for Identification, the Washington State division of the IAI, and at the Morpho AFIS users conference. Heppler is currently the Digital Imaging Systems Manager for a major Southern California law enforcement agency.

Chip Cuthbert is a Reserve Police Officer with an extensive background in video imaging technology. Cuthbert has extensive experience in image enhancement technologies as they apply to video imaging as well as audio enhancement and authentication methods.

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by  
and between County of Santa Cruz (hereinafter called COUNTY) and  
\_\_\_\_\_ (hereinafter called CON-  
TRACTOR) is amended to read as follows:

\_\_\_\_\_/\_\_\_\_ 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

\_\_\_\_\_/\_\_\_\_ 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

①\_\_\_\_\_/\_\_\_\_ 3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: Activities of computer hardware and software installation and computer training do not lend themselves to risk.

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

COUNTY OF SANTA CRUZ

George [Signature]  
CONTRACTOR

By \_\_\_\_\_

Attachment B

9/92