



County of Santa Cruz

INFORMATION SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 530, SANTA CRUZ, CA 95060
(831) 454-2030 FAX: (831) 454-2122 TDD: (831) 454-2123

KENNETH D. WEDDERBURN, DIRECTOR

February 24, 1999

Agenda: March 16, 1999

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

Professional Services to Upgrade Router Software


Dear Members of the Board:

Santa Cruz County's wide area network connecting all remote County sites to 701 Ocean Street utilizes router technology. Routers are communication devices attached to each end of a communication line. These devices are controlled by software. It is necessary to upgrade the router software to solve network congestion problems, and to address Year 2000 compliance issues.

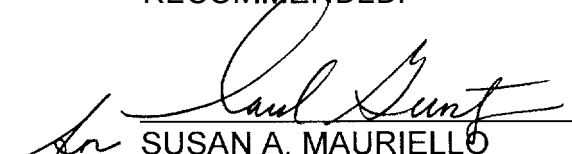
This upgrade project requires extensive knowledge of router technologies, and the County's Systems Software Manager has identified a provider with the skills required to complete the upgrade project in time for the system to be Year 2000 compliant. Funds for this service are available in the 1998-99 budget.

It is therefore requested that your Board approve the attached independent services contract with Network Boot Camp Company, in the amount of \$15,000, to perform router software upgrades to the County's wide area network, and authorize the Director of Information Services to sign the contract.

Sincerely,


Kenneth D. Wedderburn
Information Services Director

RECOMMENDED:


SUSAN A. MAURIELLO
County Administrative Officer

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

006 90

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

FROM: Information Services (Dept.)
Kenneth A. Middleton (Signature) 3/4/99 (Date)

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

- Said agreement is between the County of Santa Cruz Information Services Department (Agency)
and, Networking Boot Camp Company (Name & Address)
- The agreement will provide Router Software Upgrades for Santa Cruz County's wide area network (WAN)
- The agreement is needed, to solve network congestion problems, and address Year 2000 compliance issues.
- Period of the agreement is from Execution of Agreement to June 30 1999
- Anticipated cost is \$ 15,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: _____
- Appropriations are budgeted in Information Services Department (Budget) 424000/3665 (Account)

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

Appropriations are available and will be encumbered. Contract No. 81807 Date 3/8/99

GARY A. KNUTSON, Auditor - Controller

By Linda Ward Deputy.

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

Remarks: mp (Analyst)

By Samuel Men Date 3.8.99
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

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 _____

_____ 19 _____ By _____ Deputy Clerk

15

To fig. Dept. if rejected.

ADM - 29 (1/78)

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 16th day of March, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Networking Boot Camp Company hereinafter called CONTRACTOR. The parties agree as follows:

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

A. CONTRACTOR shall provide the services described in Attachment "A" (Scope of Work and Budget) attached hereto, during the term of this agreement.

B. CONTRACTOR shall be responsible for reporting any difficulties in complying with the terms and provisions of this agreement at the earliest possible date.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing the scope of work contained in Attachment A, COUNTY agrees to pay CONTRACTOR on the basis of appropriate claims submitted to the Information Services Department in accordance with Exhibit "A", (Scope of Work and Budget), attached hereto. Payment by COUNTY is to be made in one single payment upon completion of work contained in Attachment A. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$15,000. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz % Larry Palmer, Systems Software Manager, information Services Department, County of Santa Cruz, 701 Ocean Street, Room 530, Santa Cruz, CA 95060. All claims must include amount requested and objectives completed.

3. TERM. The term of this contract shall be: March 16, 1999 to June 30, 1999, unless sooner terminated in accordance with paragraph 4.

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 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: Larry Palmer, Information Services Department, County of Santa Cruz, 701 Ocean Street, Room 530, 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: Larry Palmer, Information Services Department, County of Santa Cruz, 701 Ocean Street, Room 530, 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, mental or physical disability, medical condition (cancer related), marital status, pregnancy, gender, sex, sexual orientation, age (over 18), 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, mental or physical 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) 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.

(3) 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 three (3) 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 three (3) 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.

MAR-03-99 (WED) 15:54

P.005
95

12 ATTACHMENTS This Agreement includes the following attachments: A: Scope of Work and Budget.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Kenneth D. Wedderburn
Information Services Director

By: James L. Yarborough 3/2/99
James L. Yarborough, President
Networking Boot Camp Company
PO Box 14169
Research Triangle Park, NC 27709
9191993-3000

APPROVED AS TO FORM.

APPROVED AS TO INSURANCES:

By: Camela Gyle
County Counsel

By: Robert McKinley
Risk Manager 3-2-99

DISTRIBUTION, Information Services Department
Auditor-Controller
County Counsel
Risk Management
Contractor

Attachment A
Scope of Work and Budget

Quotation County of Santa Cruz

Quotation #: 1101/99

Objective: Networking Boot Camp Company (**nbcc**) will upgrade the network for the County of Santa Cruz (CA) to the level it has requested.

**Key Activities
Anticipated:**

1. Plan and implement the replacement of the 6611 hub router with no disruption to network traffic
2. Upgrade operating code on all 2210 routers in the network
3. Upgrade and revise configurations for all 2210 routers
4. Provide a qualified network engineer for any on-site work required in implementation of the project

Total Cost: \$15,000 USD

Additional Notes

1. This proposal is based on discussions held between Eric Boesenberg (nbcc) and James Palmer (County of Santa Cruz) on January 22, 1998. The overall view of what needs to be accomplished was determined, as well many of the details. Additional supplemental information may still need to be identified.
2. The replacement of the 6611 hub router at the main site is considered to be the primary necessity. The main concern is related to a specific LU 6.2 application running via DLSw between a 2210 at Netcomm and the 6611 hub router; any plan for replacement of the 662 1 must not disrupt network traffic.

This can be accomplished by utilizing the new 2210 router at the main site. A PVC would need to be added between the 2210 and Netcomm; the OSPF cost on this link would be configured to be less than the OSPF cost on the Frame Relay link to the 6611. In this way, if both paths are operational for DLSw (which should be the case), traffic will flow over the link to the 2210. This can be verified from the router. If the link doesn't work for some reason, the traffic will continue to flow over the link to the 6611, thus providing network transport of this crucial traffic in any scenario,

This same procedure can be used to switch over all remote sites to the 2210 router, at which time the 6611 can be removed. All this requires is the addition of a second PVC between each remote site and the 2210; the County has already indicated its willingness to do this. The plan would then be to put a second 2210 in the place of the 6611, thus making two 2210 hub routers at the main site. This provides for redundancy (in case one router fails), additional bandwidth (which seems to be a need), and some level of load balancing all in one move.

In this way, the purchase and installation of a 2216 with a HSSI adapter can be considered as a separate issue. If this plan eventually materializes, the 2216 would simply replace one (or both) of the 2210 muters,

3. The operating code on the routers needs to be upgraded to a common level for two reasons. First, for Y2K-compliance, since the MRNS level of code is not compliant. Second, this will allow for the use of a common configuration tool for managing configurations on the routers. The code level proposed for this is MRS 3.1, which has been out for about six months and thus has had most of the "bugs" worked out of it.
4. The configurations on the routers also need to be upgraded. The primary reason for this is that any level of operating code requires a configuration built with a configuration tool at that same level. This process, however, is expected to provide some additional positive results, most of which were requested by the County:
 - a. There is a desire to begin routing IPX; this capability can be added in the process of upgrading the configurations. It will require an IPX numbering scheme to be provided by the County.

- b. The OSPF routing protocol is doing strange things. Some of this is due to interface addresses being used as internal addresses; however, there may also be other issues related to this protocol, particularly where remote sites have PVCs to locations other than the hub router. This area will get special attention.
 - c. Some security is needed on the routers. For logon security, a common User ID and password will be added on each router. For writing configurations from the configuration tool to the routers, an SNMP community providing read-write access should be added. This SNMP community will also provide the base for future use of network management software.
 - d. For configuration parameters where conventions have been adopted, this should be documented if it isn't (i.e. a convention used for bridge numbers). If a convention has not been established and needs to be, this will be the time to do so. This will allow for a "cookie cutter" approach in the future for adding remote sites into the network.
 - e. Some configurations may contain unnecessary, or in a worst case even incorrect, configuration parameters that are adversely affecting network performance. These will be corrected during this process,
5. Items that will be needed from County IS personnel for preparatory work are:
- a. Copies of the configurations currently running on the routers
 - b. A diagram of the PVCs within the Frame Relay network "cloud"
 - c. An IPX numbering scheme
 - d. A list of router models, and the DRAM and flash memory on each of them, in order to verify that the MRS code selected will "fit" on each router
 - e. Acquisition of a second PVC between each remote site and the main office
6. nbcc will provide a qualified network engineer for any on-site work required. This person will require the assistance of County IS personnel as necessary, particularly for access to sites and providing a schedule of approved 'down times'.
7. nbcc always strongly recommends to customers that some of their personnel get networking training, and this is usually included in our proposals. This training allows the customer to provide first-level support for its network, thus providing the capability of resolving 90% of problems in-house. Since the County has indicated its intent to send one person to the Boot Camps, we have not included the training costs in this proposal.
8. The County expressed an Interest in nbcc providing second-level support; this will be considered as a separate project at a later date.

ACORD. CERTIFICATE OF LIABILITY INSURANCE						DATE MM/DD/YY 2-25-99
PRODUCER BRADSHAW & BUNN INSURANCE AGENCY, INC. P. O. Box 30247 Raleigh, NC 27622			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.			
INSURED NETWORKING BOOT CAMP COMPANY P. O. Box 14159 Research Triangle Park, NC 27709			INSURERS AFFORDING COVERAGE INSURER A FIREMEN'S INSURANCE CO OF WASHINGTON, DC INSURER B NATIONAL GRANGE MUTUAL INSURANCE COMPANY INSURER C INSURER D INSURER E			
COVERAGES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	LIMITS
A	GENERAL LIABILITY	BOP 2002901 - 10	3-2-98	3-2-99	EACH OCCURRENCE	\$ 1,000,000.
	X COMMERCIAL GENERAL LIABILITY	BOP 2002901 - 11	3-2-99	3-2-00	FIRE DAMAGE (Any one person)	\$ 100,000.
	(CLAIMS MADE X OCCUR)				MED EXP (Any one person)	\$ 10,000.
					PERSONAL & ADV INJURY	\$ 1,000,000.
					GENERAL AGGREGATE	\$ 2,000,000.
	GENERAL AGGREGATE CLAIM APPLIES PER:				PRODUCTS - COMP OR AGG	\$ 1,000,000.
	POLICY	PROD	LOC			
B	AUTOMOBILE LIABILITY	B1K 28974	4-1-98	4-1-99	COMBINED SINGLE LIMIT (Per accident)	\$ 500,000.
	ANY AUTO				BODILY INJURY (Per person)	\$
	X SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	HIRE/AUTOS				PROPERTY DAMAGE (Per accident)	\$
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	ANY AUTO				OTHER THAN AUTO ONLY	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	CUTS				AGGREGATE	\$
	CONDUCTIBLE					\$
	RETENTION					\$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC 8000996 - 10	3-2-98	3-2-99	X TORY LIMITS	\$ 100,000.
		WC 8000996 - 11	3-2-99	3-2-00	FI EACH ACCIDENT	\$ 500,000.
					FI DISEASE - EA EMPLOYE	\$ 100,000.
					EL DISEASE - POLICY L	\$
OTHER						
DESCRIPTION OF OPERATIONS, LOCATION & VEHICLES & EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDED AS AN ADDITIONAL INSURED FOR COMMERCIAL GENERAL LIABILITY AS RESPECTS THE OPERATIONS AND ACTIVITIES OF, OR ON BEHALF OF, THE NAMED INSURED PERFORMED UNDER AGREEMENT WITH THE COUNTY OF SANTA CRUZ. THIS INSURANCE SHALL NOT BE CANCELED UNTIL AFTER THIRTY (30) DAYS PRIOR WRITTEN NOTICE HAS BEEN GIVEN TO THE CERTIFICATE HOLDER SHOWN BELOW.						
CERTIFICATE HOLDER			X ADDITIONAL INSURED INSURER LETTER: A		CANCELLATION	
LARRY PALMER INFORMATION SERVICES DEPARTMENT COUNTY OF SANTA CRUZ 701 OCEAN STREET, ROOM 530 SANTA CRUZ, CA 95060			AUTHORIZED REPRESENTATIVE 