



County of Santa Cruz

INFORMATION SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 530, SANTA CRUZ, CA 950604073

(931) 454-2030 FAX: (631) 454-2122 TDD: (931) 454-2123

KENNETH D. WEDDERBURN, DIRECTOR

April 27, 2000

Agenda: May 9, 2000

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

Evaluation of County's Existing Network Infrastructure

Dear Members of the Board:

During 1999-2000 Budget Hearings your Board appropriated funds to upgrade the County's network cabling. As your Board may recall, the County's network infrastructure can no longer support the demands of the County's local and remote data transportation without modification or replacement.

The first phase of this process is an evaluation of the County's existing network infrastructure focusing on the facilities here on Ocean Street. The evaluation will identify alternatives for the upgrade of the County's physical and electronic network infrastructure and provide a detailed design for the specified upgrade, including cable distribution, electronic components, and all ancillary fixtures and components.

The Information Services Department (ISD) has identified a firm who can evaluate our present infrastructure and provide a needs assessment and a detailed implementation plan for an upgrade of the County's network infrastructure. Appropriations for this first phase of this project are available in the ISD budget. It is therefore RECOMMENDED that your Board approve an agreement with International Automation Associates in the amount of \$30,000 for an evaluation of the current network system, and a detailed design of the preferred alternative, and authorize the Information Services Director to sign the agreement.

Sincerely,

Kenneth D. Wedderburn
Information Services Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Information Services Department (Dept.)

[Signature] (Signature) 4/27/00 (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, Information Services Department (Agency)
and International Automation Associates (IAA), 2600 Garden Road, Ste 222, Monterey, CA (Name & Address)

2. The agreement will provide evaluation of County's network infrastructure and upgrade implementation plan

3. The agreement is needed to upgrade the County's local and remote data transportation system

4. Period of the agreement is from May 9, 2000 to September 30, 2000

5. Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: _____

7. Appropriations are budgeted in 424000 (Budget) 3663 (Account)

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

Appropriations are available and will be encumbered to No. C092097 Date 4/28/00

GARY A. KNUTSON Auditor - Controller
By [Signature] 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 (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 4/29/00

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 _____ 19 _____ County Administrative Officer
BY _____ Deputy Clerk

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Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 9th day of May, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and INTERNATIONAL AUTOMATION ASSOCIATES (IAA), hereinafter called CONTRACTOR. The parties agree as follows:

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

Perform an evaluation of the County's existing network infrastructure; identify alternatives for the upgrade of the County's physical and electronic network infrastructure; specify corrective network upgrade measures required. Provide a detail design for the specified network infrastructure upgrade, including: cable distribution plant, electronics components, and all ancillary fixtures and components. Specify corrections for any physical site modification requirements. Recommend and specify transport and communication protocols. Design the infrastructure to support high-speed network communications at 1 00mb/sec or higher and ensure the resulting network will meet the network communications needs of the County for a minimum of 10 years. Provide work products identified in RFQ dated February 29, 2000, accepted by CONTRACTOR March 17, 2000. Work requirements are also outlined in Scope of Work, attachment A. Work products arising from this agreement including all document assessments, designs and implementation plans become the property of the County of Santa Cruz.

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 Attachment A, (Scope of Work Compensation Schedule), attached hereto. In no event shall the maximum payment made by COUNTY to CONTRACTOR under this agreement exceed the sum of \$30,000. In order to receive payment, the CONTRACTOR shall submit claims to the County of Santa Cruz, Cheryl Fyfe, Adm Svcs Mgr, 701 Ocean Street, Room 530, Santa Cruz, CA 95060. Claims will include amount requested and objectives completed.

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

Payment will be made net 30 days from the date of Invoice. Compensation conditions, item 2 above, must be satisfied before payment will be made.

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:

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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 CONTRACTORS 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 CONTRACTORS 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 statutory 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. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here _____ / _____

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

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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 of Santa Cruz
Information Services Department
Cheryl Fyfe, Adm Svcs Mgr
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:

County of Santa Cruz
Information Services Department
Cheryl Fyfe, Adm Svcs Mgr
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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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:

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(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, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy 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 Equal Employment Opportunity 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, overall there are significant secondary factors that indicate CONTRACTOR is an independent contractor.

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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. Scope of Work

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

1. CONTRACTOR

By: _____

Address: _____

Telephone: _____

2. APPROVED AS TO INSURANCE:

By: Janet McKinley 4-28-2000
Risk Manager

3. APPROVED AS TO FORM:

By: Lee Gulauer
County Counsel

4. COUNTY OF SANTA CRUZ

By: _____

DISTRIBUTION:

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

Attachment A.

SCOPE OF WORK

1. The Information Services Department will provide a project over-site team. This over-site team consists of the Director of Information Services Department and includes Division Managers from Technical Services and Operations divisions. Contracting consultant is expected to work with this team, collaborate with the team on proposed solutions, and respond to team member queries regarding this project. This team will provide prompt and thorough information to the consultant, insuring timely completion of the assessment phase of the work.
2. Contracting consultant will be briefed on the Departments service direction, current network structure, equipment, design, and difficulties resulting from the networks current condition.
3. Contracting consultant will conduct a network needs assessment and make specific recommendations regarding the County's network direction and improvement goals. Contractors formal work product regarding the assessment phase of work will include but not be limited to:
 - 3.1. A written assessment of the County's current network. This assessment will identify specific cabling infrastructure, equipment, and network management needs for the 701 Ocean St. site and all Law Enforcement sites.
 - 3.2. A written feasibility statement regarding the upgrade of the County's physical cable plant at the 701 Ocean St and all Law Enforcement sites.
 - 3.3. Documented issues, problems, roadblocks and limitations to upgrading the physical plant at these sites. This will require evaluation of available conduit paths and other routes needed to upgrade network.
 - 3.4. Provide written recommendations for improving the County's networks including review of the County's improvement goals and offer other strategies that may be appropriate for improving the County's network.
4. Contracting consultant will prepare a detailed network diagram / schematic of proposed network, including: cable plant design, electronic equipment, and management components. Contractor will provide all detailed specifications to County in Microsoft Visio format.
5. Contracting consultant will prepare detail specifications for network equipment, cable counts, termination specifications, materials list, installation specifications and site requirements (space, power, environment).
6. Contracting consultant will produce a final report, including: detailed implementation plan, network design, cabling infrastructure, electronic equipment specifications, ancillary equipment specifications, cost projections, time estimates, and other recommendations required for successful upgrade of network infrastructure. Planning documents will be delivered to County in Microsoft Project format.

7. Consultant will present a final report to the Information Services Department over-site team and other interested parties as required.

8. COMPENSATION SCHEDULE:

8.1. A written assessment of the County's current network identifying specific cabling infrastructure, equipment and network management needs for the 701 Ocean Street site and all law enforcement sites: \$10,000.

8.2. A written feasibility statement regarding the upgrade of the County's physical cable plant at 701 Ocean Street and all law enforcement sites, including documented issues, problems and limitations: \$10,000.

8.3. Written recommendations for improving the County's networks, including a detailed network diagram and final report, as specified in the scope of work above: \$10,000.

REVIEWED AND ACCEPTED:

CONTRACTOR:

By _____

Date _____