



County of Santa Cruz

0085

DEPARTMENT OF CHILD SUPPORT SERVICES
LYNN C. MILLER, DIRECTOR

P.O. BOX 1841
SANTA CRUZ, CA 95061
(831) 454-3700
FAX (831) 464-3752

Agenda: January 23, 2001

January 10, 2001

The Honorable Tony Campos, Chairperson
and Members of the Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Re: Site Security

Dear Chairperson Campos and Members of the Board:

In order to provide site security for the Department of Child Support Services, your Board's approval is requested for the attached contract with First Alarm to provide security services for the Department's premises at 420 and 440 May Avenue in Santa Cruz. A copy of the proposed contract is provided as Attachment 1.

The contract's scope includes the normal hours of operation as well as extended hours, which include Saturdays and evenings. The extended hours are one of the initiatives in the local Customer Service Plan recently approved by your Board designed to improve client access to the Department's services. The agreement with First Alarm provides for similar security services provided at other County sites such as the Emeline Campus. The term of the agreement is from January 16, 2001 through June 30, 2001. The estimated cost is \$27,405.

IT IS THEREFORE RECOMMENDED that your Board:

1. Approve an agreement with First Alarm for site security at the Department of Child Support Services.

2. Authorize the Director of Child Support Services on behalf of the County of Santa Cruz to sign the Independent Contractor Agreement with First Alarm.

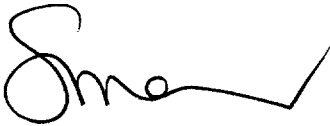
0086

Respectfully,



LYNN C. MILLER, DIRECTOR
DEPARTMENT OF CHILD SUPPORT SERVICES

RECOMMENDED:



SUSAN A MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

cc: Auditor-Controller
Risk Management
County Counsel
Contractor

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0087

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

FROM: Department of Child Support Services (Dept.)
Diana Galarza (Signature) 1/11/01 (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 Santa Cruz County Department of Child Support Services (Agency)
and, First Alarm - Estates Drive, Aptos (Name & Address)
- The agreement will provide Security services for 420/440 May Avenue
- The agreement is needed to implement a decision of the Board of Supervisors
- Period of the agreement is from 1/16/01 to 6/30/01
- Anticipated cost is \$ 27,405.00 (~~Fixed amount; Monthly rate; Not to exceed~~)
- Remarks: Contact Debbie Ogawa
W9 on file
- Appropriations are budgeted in 251000 (Index#) 3665 (Subobject)

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

Appropriations are ~~not~~ available and ~~have been~~ encumbered. Contract No. _____ Date _____
~~are not~~ ~~will be~~

GARY A. KNUTSON, Auditor - Controller

By _____ Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Child Support Services to execute the same on behalf of the Department of Child Support Services (Agency).

Remarks: _____ (Analyst)
County Administrative Officer

By [Signature] Date 1/16/01

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_____.
By _____ Deputy Clerk

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CONTRACT NO.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into this 1/17th day of JANUARY 2001, by and between the COUNTY OF SANTA CRUZ, DEPARTMENT OF CHILD SUPPORT SERVICES, hereinafter called DCSS, and FIRST ALARM, hereinafter called CONTRACTOR. The parties agree as follows:

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

Fixed site security for the DCSS buildings located at ~~420~~ and 440 May Avenue, Santa Cruz, including the enclosed parking area, public and employee parking area, and the 420 ~~office~~ lobby with state licensed, uniformed security officers in a high visibility presence to aid in the safety of the employees and families utilizing or providing services ~~on the~~ premises. (~~See Map~~ of Premises - Attachment A.) Fixed security is to be provided during the days and hours to be determined.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, the DCSS agrees to pay CONTRACTOR \$17.00 per person hour of regular (non-overtime) and \$25.50 per person hour of overtime or _____ rate.

3. TERM. The term ~~of this~~ contract shall be 1/16/2001 through June 30, 2001.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving thirty (30) days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES TAXES-AND CONTRIBUTIONS. CONTRACTOR shall exonerate, ~~indemnify~~, defend, and hold harmless the DCSS (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 ~~the~~ DCSS 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 DCSS. ~~Such~~ indemnification includes any damage to the person(s), or ~~property(ies)~~ of CONTRACTOR and third persons.

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- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS 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 coverages) and requirements. Such insurance coverage shall be primary coverage as respects the DCSS and any insurance or self-insurance maintained by the DCSS 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 the DCSS 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) Vehicular 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, shall each be covered with Automobile Liability Insurance in the minimum amount of **\$500,000.00** 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 the DCSS both **certify** to this fact by initialing here ____/____.

*delete initials
per telecom with
Cal State on 01/12/01
JGM*

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- (3) Comprehensive or Commercial Liability Insurance coverage in the minimum amount of **\$1,000,000.00** 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 **\$1,000,000.00** combined single limit, ~~if, and only if,~~ this Subparagraph is initialed by CONTRACTOR and the DCSS ____/____.

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 years after the expiration of the 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) AU required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa **Cruz**, Department of Child Support Services, 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** the insurance policies shall be endorsed to contain the following:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Lynn C. Miller, Director
 County of Santa Cruz
 Department of Child Support Services
 420 May Avenue
 Santa Cruz, CA 95060

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- (4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide the DCSS 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:

Lynn C. Miller, Director
 County of Santa Cruz
 Department of Child Support Services
 420 May Avenue
 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, disability, medical condition (cancer related), marital status, 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 **\$50,000.00** 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, disability, medical condition (**cancer** related), marital **status**, sex, sexual orientation, age (over **18**), 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 DCSS.

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- (2) The CONTRACTOR shall furnish Santa Cruz 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 DCSS.
 - (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 **\$50,000.00** 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 the DCSS have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of the DCSS. **CONTRACTOR** is responsible for all **insurance** (worker's **compensation**, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits, The DCSS 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 the DCSS 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, the DCSS 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 DCSS supplies the instrumentalities, tools and workplace; (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 the DCSS; (i) CONTRACTOR and the DCSS believe they are creating an independent contractor relationship rather than an employer-employee relationship; and **(j)** the DCSS 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 judgement that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. **NON-ASSIGNMENT.** Contractor shall not assign this Agreement without the prior written consent of the DCSS.
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 the DCSS, 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 live (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:
Attachment A: Scope of Services; Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance.


CONTRACT NO.

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

COUNTY OF SANTA CRUZ
DEPARTMENT OF CHILD SUPPORT SERVICES

By: _____
LYNN C. MILLER, **DIRECTOR**
Department of Child Support Services
420 May Avenue
Santa Cruz, CA 95060

CONTRACTOR

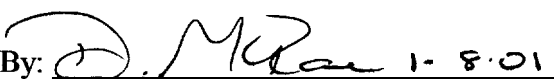
By:  _____
CARL HORTON, GEN. MGR.
First Alarm
1111 Estates Drive
Aptos, CA 95003

Tax ID # 77-0237470

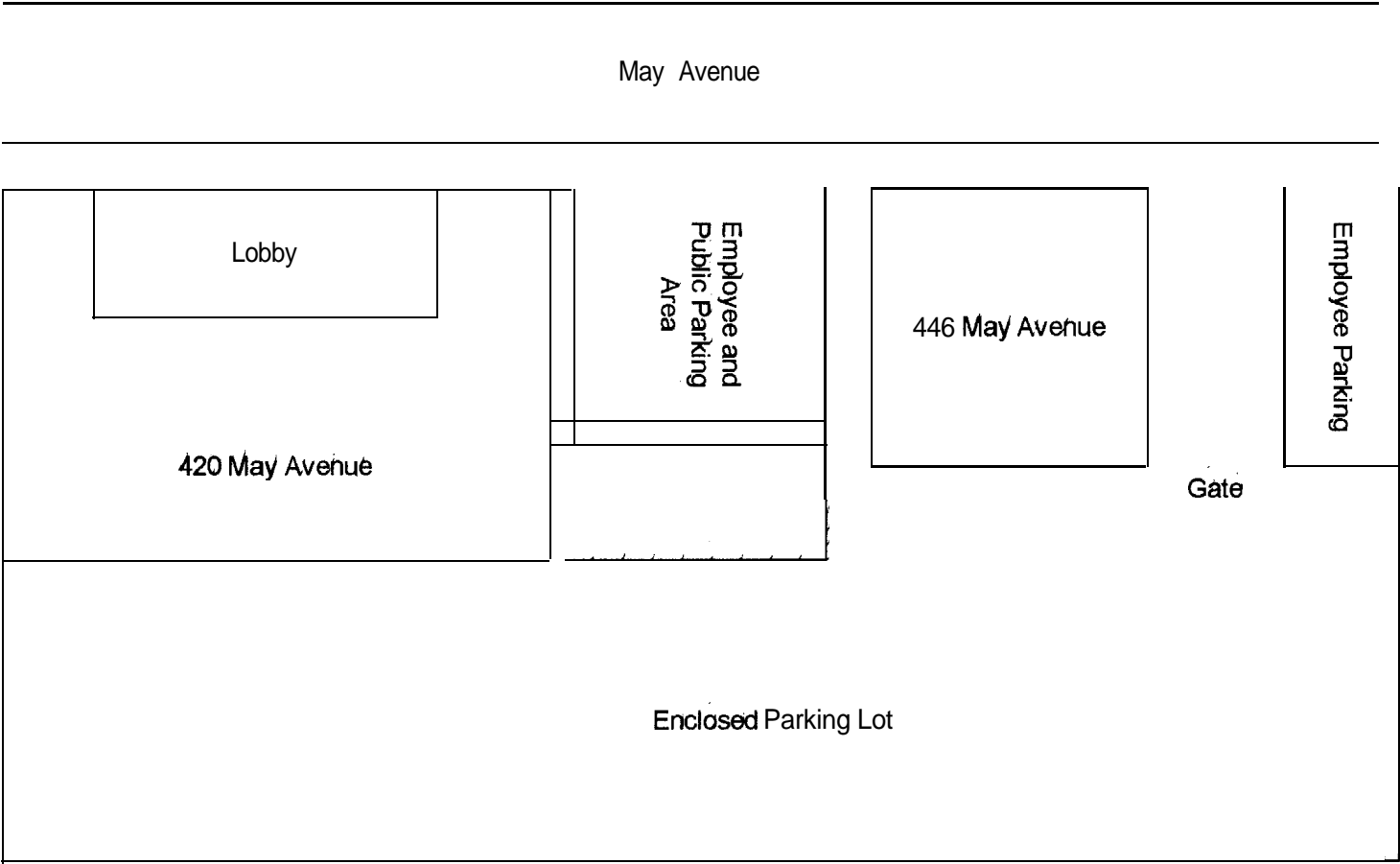
APPROVED AS TO INSURANCE:

By:  _____
Risk Management 1-16-2001

APPROVED AS TO FORM:

By:  _____
County Counsel 1-8-01

DISTRIBUTION: County Administrative Officer
Auditor-Controller
County Counsel
Risk Management
Department of Child Support Services
Contractor



CONTRACT NO.

Attachment B

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

Subparagraph **6A(3)** of Contract No. _____ dated _____ by and between
COUNTY OF SANTA CRUZ, DEPARTMENT OF CHILD SUPPORT SERVICES
(hereinafter **called** the DCSS) and FIRST ALARM (hereinafter called CONTRACTOR) is
amended to read as follows:

 / 1. Guest Speaker Waiver

CONTRACTOR represents to the DCSS 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, the DCSS amends the Comprehensive or Commercial General Liability Insurance requirement of said contract by waiving same.

 / 2. Teacher, Instructor-- Trainer Waiver

CONTRACTOR represents to the DCSS 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, the DCSS amends the ~~Comprehensive~~ or Commercial General Liability Insurance requirements of said Contract by ~~waiving same.~~

 / 3. General No Risk Waiver

CONTRACTOR represents to the DCSS 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:

_____ In reliance thereon, the DCSS amends the Comprehensive or Commercial General Liability Insurance requirements of said contract by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided effective 01-11-01

BY _____

CONTRACTOR
CAL HANON, GM

By _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF CHILD
SUPPORT SERVICES