0045



County of Santa Cruz

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060 (831) 454-2985 FAX: (831) 454-2353

AGENDA: May 1, 2001

Mark Tracy Sheriff-Coroner

April 14, 2001

Board of Supervisors County of Santa Cruz 701 Ocean Street, Room 500 Santa Cruz, CA 95060

RE: AGREEMENT TO PROVIDE ADDITIONAL SAFETY AND POWER EQUIPMENT FOR THE SHERIFF'S OFFICE SWAT VAN

Members of the Board:

On September 12, 2000, your Board approved the purchase of a van for the Special Weapons and Tactical Team (SWAT) as part of the allocation received from the Bureau of Justice Assistance funds for 2000/01. As your Board is aware, the Sheriffs SWAT Team is responsible for containing and resolving critical incidents. The Sheriffs Office maintains the only SWAT team in Santa Cruz County. Team members are select volunteers who compete for the assignment and participate in regular, intensive testing and training.

As part of the approval process for purchase of the van, an additional \$15,000 was budgeted for safety and power equipment to improve the overall functionality of this van for SWAT operations. At this time, we are recommending that the funds be used to provide modifications to the van including insulation in the walls and ceiling, equipment storage, interior and exterior emergency lighting, an upgrade of the electrical system to handle power requirements, additional ventilation, phone jacks and various other improvements for safety and power. Funds for the van improvements were approved by your Board on 9/12/00 as part of the 2000/01 Bureau of Justice Assistance Block Grant at no net county cost.

In order to accomplish these modifications, the Sheriffs Office contacted Beck's Services to develop an agreement. Beck's Service has operated in Santa Cruz County for

the past eight years and is the only local provider of these services. They provide modifications to vehicles for all of the local law enforcement and fire agencies which may include cabinetry, welding, fabrication and electrical work. Beck's Service, after reviewing the request of the Sheriffs Office, agreed to enter into an agreement to provide the materials and labor to outfit the SWAT van according to the specifications listed in the agreement for an amount not-to-exceed \$15,000. The labor will be billed at \$50 per hour.

IT IS THEREFORE RECOMMENDED that your Board approve an independent contractor agreement with Beck's Service to provide additional safety and power equipment for the Sheriffs Office SWAT van in the not-to-exceed amount of \$15,000 and authorize the Sheriff-Coroner to sign the agreement on behalf of the County.

Sincerely,

Mark Tracy Sheriff-Coroner

RECOMMENDED:

Susan A. Mauriello

County Administrative Officer

cc: Sheriff-Coroner Auditor-Controller

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT 0047

ГО:	Board of Supervisors County Administrative Officer County Counsel Aud tor-Controller		FROM:	Sherirr-Cor		(Dept.)
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The	Board of Supervisors is hereby requ	ested to approve the	attached agree	ment and authorize	the execution of the sa	me.
1	Said agreement is between the $-\frac{S \epsilon}{2}$	nta Cruz County	Sheriff-C	oroner		(Agency)
	and Beck's Service, 61-1/2 T					
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2.	The (greement will provideaddit	Tollar Salety and	r bower ed	ipment for th	re Piretiit P PM <u>Wi A</u>	aii.
3.	The ngreement is needed. ້ວຍເລນ	use the County ca	annot prov	ide this servi	ce.	
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4.	Period of the agreement is from	5/1/2001		to6/	′30,′ 3 00 2	
5.	Anticipated cost is \$ not-ro-exce	ed \$15,000		(Fi)	ked amount; Monthly rate	e; Not to exceed)
	Remarks:					
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7.	Appropriations are budgeted in	661300			(Index#) 3215	(Subobject)
	NOTE: IF APPROI	PRIATIONS ARE INS				
Αp	propriations available and ho are not	encumbered.			Date 4	9-01
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Pro	oposal reviewed and approved. It is re			rvisors approve the on behalf of the _	=	e the
_		(Age	ency).	County	Administrative Officer	
Re	marks:	(Analyst)	Ву		Date !	4/20/01
Ag	r ee ment approved as to form. Date _					
Dis	tribution: Bd. cf Supv White				1 (ດ .
	Auditor-Controller - Blue County Counsel - Green *	State of California County of Santa Cruz)) ss		1	4
	Co. Admin. Officer • Conary Audi-or-Controller • Pink	State of California, do			of Supervisors of the Count est for approval of agreement	
	Originating Dept Goldenrod	said Board of Supervisor		nded by the County Ad	dministrative Officer by an o County Admi	rder duly entered
	· .		19	By ——		Deputy Clerk

4DM - 29 (6/95)

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this day of _______, 20____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Beck's Service, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: At the direction of the Sheriff's Office, outfit the Sheriff's Office SWAT van according to specifications listed on attachment #1 entitled "Specifications List".
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

 Total compensation cannot exceed \$15,000. Progress payments can be made upon presentation of an itemized invoice. Final payment will not be made until final inspection and approval by the Sheriff's Office. The labor will be billed at \$50 per hour.
 - 3. TERM The term of this contract shall be: 5/1/2001 through 6/30/02
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES</u>, <u>TAXES AND CONTRIBUTIONS</u>. 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. <u>INSURANCE.</u> 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 $\sum_{i=1}^{n} \frac{1}{i} \frac$
- (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, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY

Continued on next page.

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: (This requirement has been waived for this 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: (This reaui rement has been waived for this agreement).

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY</u>. 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 or mental disability, medical condition (cancer related), marital status, pregnancy, 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, physical or mental 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 COUNTY General Services Purchasing Division.
- (2) The CONTRACTOR shall furnish COUNTY Affirmtive 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. 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) CONTRAC-TOR 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.

- $9.\ \ \, \underline{\text{NONASSIGNMENT.}}$ CONTRACTOR shall not assign this Agree- 0053 ment 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, +ba-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. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: Attachment 1 "Specifications List" and Attachment B-Amendment of Comprehensive General Liability Insurance Requirement.
- 13. <u>AGENCY ACKNOWLEDGMENT</u>. CONTRACTOR (Agencies) shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

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

COUNTY OF SANTA CRUZ	CONTRACTOR:	Beck's Service	
By:	By:	teve Beck	
		: 6/6-TEARACE LIEW SOUTS VALUE	y
APPROVED AS TO FORM	Telephor	ne: <u>831-438-4414</u>	
By: Lang A Oban Jonnan III County Counsel 4/11/01			
APPROVED AS TO INSURANCES			
By: Management 4-17	-200\		

DISTRIBUTION:

County Administrative Office Auditor Controller County Counsel Risk Management

Risk Management Contractor 12

ATTACHMENT 1

Specifications List SWAT Van

- 1. Insulate walls and ceiling
- 2. Lighting Fixtures in ceiling
- 3. Six electric outlets, minimum
- 4. Radio Base Station, with wiring
- 5. All interior wiring to be exposed for ease of access
- 6. Ceiling Vent and Fan for ventilation
- 7. All exposed walls to be covered in white Dry Erase Board
- 8. Four Telephone Jacks
- 9. Auxilary Power System similar to SAR Van (shoreline, exterior electric outlets, battery charger, and generator wiring)
- 10. Scanning Radio in cab
- 11. Light Bar and Siren
- 12. Exterior Paint: standard SCSO white with green stripe, lettering to read 'Sheriff's Office'
- 13. Rubber Floor Matting
- 14. All Shelves and Closets to be secured by cargo net material
- 15. Duffle Bag Area to have two cargo straps, 3", mounted to wall and floor
- 16. Weapons Box, metal, with latch for padlock, bolted to floor, approx. 48" long, 24 high, 24." wide, top to be padded for use as a seat
- 17. Exterior Mounting Brackets for Dry Erase Board, 2 feet by 4 feet
- 18. Exterior Lights to illuminate both sides of van
- 19. Generator, similar to SAR Van
- 20. Generator Mounting, exterior, similar to SAR Van
- 21. Fax Machine
- 22. Computer compatable with SCSO equipment
- 23. TV Monitor with VCR player
- 24. Expandable Tent/ Canopy
- 25. Burglar Alarm

The above listed work is not to exceed \$15,000.00 for material and labor. The items are listed in order of priority.

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph, $6A(3)$ of Contract No, dated $11/10/00$, by and between County of Santa Cruz (hereinafter called COUNTY) and Beck's Service (hereinafter called CONTRACTOR) is							
amended to read as follows:							
1. <u>Guest Soeaker Waiver</u>							
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.							
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.							
Soll / Wo 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: The contractor is the only local provider of these services. He is unable to obtain liability insurance.							
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 $11/10/00$.							
COUNTY OF SANTA CRUZ							
Steve Reck CONTRACTOR By: N T - 12							
Attachment B							