



County of Santa Cruz

SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

May 29, 2001

Agenda: June 19, 2001

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

APPROVE THE CONTRACT WITH DATAWORKS PLUS, LLC.
FOR THE MAINTENANCE OF THE PHOTOIMAGER SYSTEMS

Dear Members of the Board:

The Sheriff's Office has a current purchase order for the maintenance of our Photoimager system that will end on July 30, 2001. Our Photoimager system enables us to photograph each individual that is booked into jail and the Investigation Division to create photo line ups, wanted posters and run searches of previously booked individuals for identification.

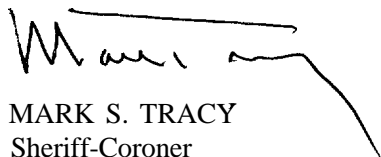
We included in our 01/02 budget the continuing monies to have a maintenance contract for this service. We would like to contract with Dataworks Plus, LLC for all of our maintenance needs. This includes but, is not limited to 24 hour a day telephone support, four hour response time for a technician to be on-site and preventive maintenance of all of our devices. Dataworks Plus, LLC currently has contracts with Monterey County, City of Watsonville and City of Santa Cruz to name a few.

We are requesting the approval of the attached agreement with Dataworks Plus, LLC in the amount of \$19,500.

It is therefore recommended that you Board:

1. APPROVE the attached contract in the amount of \$19,500 with Dataworks Plus, LLC,;
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract document on the behalf of the Board.

Sincerely,



MARK S. TRACY
Sheriff-Coroner

Recommended:



SUSAN A. MAURIELLO
County Administrator Officer

Attachment

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0098

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

FROM: Sheriff-Coroner, Detention (Dept.)
W. King (Signature) 6-7-01 (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 XXXXXXXXXXXXXXXXXXXX Sheriff-Coroner, Detention Bureau (Agency)
and DataWorks Plus, LLC 1174 N. Pleasantburg Drive Greenville, SC 29607 (Name & Address)

2. The agreement will provide Maintenance for the photoimager

3. The agreement is needed The County can not provide this service

4. Period of the agreement is from 8/1/01 to 7/30/02

5. Anticipated cost is \$ 9500 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks:

7. Appropriations are budgeted in 602300 - 3360 (Index#) (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 62446 - Date 1
are not available and will be encumbered. RY 01-02 GARY A. KA. KNUTSON, Aud. Controller
By P. Silbaugh

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

Remarks: _____ (Analyst) By [Signature] Date 6/17/01

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Yellow
- Co. Admin. Officer - Canary
- Auditor-Controller - Pink
- Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

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 _____ County Administrative Officer
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this ___ day of _____, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and DATWORKS PLUS, LLC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: Refer to attached A-1
2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: \$19,500 for a 12 month service contract.
3. TERM: Term of this contract shall be August 1, 2001 through July 30, 2002.
4. EARLY TERMINATION: Either party hereto may terminate this contract at any time 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(is)** 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 of 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 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.

(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 of 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 \$1,000,000 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 the 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:

County of Santa **Cruz**, Detention Bureau
 Attn: Sr. Departmental Administrative Analyst
 259 Water Street
 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, Detention Bureau
 Attn: Sr. Departmental Administrative Analyst
 259 Water Street
 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:

(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 40 12) 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 CONTRACTORS 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 district 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. NON-ASSIGNMENT: 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.

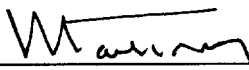
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

12. ATTACHMENTS: This Agreement includes the following attachments (identify by name or write "NONE") Attachment A-1.


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

COUNTY OF SANTA CRUZ

CONTRACTOR



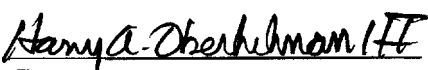
Mark S. Tracy, Sheriff/Coroner



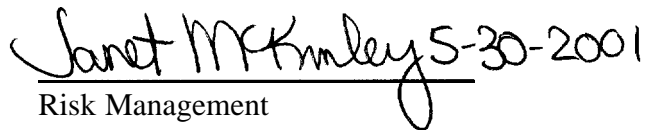
Data Works Plus, LLC.
1174 N. Pleasantburg Drive
Greenville, SC 29607
864-672-2780

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:



Nancy A. Oberhelman
County Counsel



Janet McKimley
Risk Management

DATAWORKS PLUS, LLC.
1174 N. PLEASANTBURG DR.
GREENVILLE, SC 29607
864.6722780
864.672.2787 (FAX)

P.O. BOX 5340
GREENVILLE, SC 29606

**DATAWORKS PLUS
MAINTENANCE AGREEMENT**

Customer: Santa Cruz County Sheriffs Office
259 Water Street
Santa Cruz, CA 95060
Attn: Kathy Samms

Term: 12 Months (Software & Hardware, 24x7)

Amount: \$19,500

Payment Terms: Net 30

Services Provided:

1. **DataWorks** Plus will, at no additional expense to the Santa Cruz County Sheriffs Office, provide next-day delivery of a replacement unit for any piece of covered Hardware that malfunctions due to normal wear and tear. **DataWorks** Plus will provide next-day delivery by UPS Red label, FedEx Priority Overnight, or a similar service. When these services will not provide **next-day service**, the Santa Cruz County Sheriff's Office will **decide** whether they want nex-scheduled delivery service or Counter-to-Counter Airline **Service**. If the Santa Cruz County Sheriffs Office selects Counter-to-Counter service, then the Santa Cruz County Sheriffs Office will pick-up the package at the Airline Counter. This equipment will be loaned to the Santa **Cruz** County Sheriffs **Office until DataWorks** Plus has repaired the failed unit.
2. **DataWorks** Plus will, at no additional expense **to** the Santa Cruz County Sheriffs Office, repair or replace any piece of covered Hardware that malfunctions due to normal wear and tear.
3. **DataWorks** Plus will, at no additional expense to the Santa Cruz County Sheriffs Office, provide all hardware and flrmware updates as released.
4. **DataWorks** Plus will, at no additional expense to the Santa Cruz County Sheriff's Office, correct any failures of the **Software** to meet its specifications.
5. **DataWorks** Plus will, at no additional expense to the Santa Cruz County Sheriffs Office, provide all enhancements, additions and updates to the Software.
6. **DataWorks** Plus will, at no additional expense to the Santa Cruz County Sheriff's **Office**, provide all hardware and software necessary to **provide** remote site support. The Santa Cruz County Sheriffs Office is responsible for providing a direct-inward-dial telephone line.

- 7, If the remote site support does not satisfactorily resolve the problem, DataWorks Plus will send a qualified technician to your site to correct the problem within 4 hours after it has been determined that onsite support is required. This will be done at no additional expense to the Santa Cruz County Sheriffs office.
- 8. Toll-free **(866-632-2780)**, telephone support is available for the contract (24) twenty-four hours a day, 7 days a week with guaranteed (1) hour callback. Customer Support may also be reached via email at: support@dataworksplus.com. Additional charges may apply for call tickets started outside of the standard contract coverage hours (8am to 5pm local site time--M-F).

Additional engineering and support efforts by DataWorks Plus, beyond the scope of this agreement, may be charged as follows:

- \$160 per hour 8am to 5pm (Local site time) Monday – Friday
- \$240 per hour After 5pm Monday – Friday and all day Saturday and Sunday

In addition, any related travel or administrative expenses involved will be billed.

- 9. DataWorks Plus will provide a 30% discount on refresher training to the Santa Cruz County Sheriff's Office.
- 10. The Santa Cruz County Sheriffs Office through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused pro-rated share of the maintenance/support costs will be refunded to the Santa Cruz County Sheriffs Office.

DATAWORKS PLUS

Federal ID: 57-1104887

Name: Sarah Daugherty

Signature: Sarah Daugherty

Date: 5/23/01

Invoice: _____

SANTA CRUZ COUNTY SHERIFFS OFFICE

Name: MARK TRACY

Signature: Mark Tracy

Title: Sheriff - Coroner

Date: _____

PO#: _____

Appendix A: Equipment List

- 1 Server
- 2 Capture Stations
- 1 Investigative Search Station
- 1 Mainframe Interface
- 1 Tektronix - Model Phaser 740
- 1 Hewlett Packard 4000 Laser Jet
- 2 Sony UP-D2500
- 1 Fargo-Quattro printer

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/22/2001

PRODUCER: (864)271-6336 FAX (864)242-1854
Rosenfeld Einstein
 116 South Pleasantburg Drive
 P. O. Box 5145
 Greenville, SC 29606

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.

INSURERS AFFORDING COVERAGE

0106

INSURED **Data Works Plus LLC**
 1174 N. Pleasantburg Drive
 Greenville, SC 29607

INSURER A **St. Paul Fire & Marine Ins.**
 INSURER B **Royal Surplus Lines Ins Co**
 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.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	VPO6800239	10/01/2000	10/01/2001	EACH OCCURRENCE 5 1,000,000 FIRE DAMAGE (Any one fire) 5 250,000 MED EXP (Any one person) 5 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	VPO6800239	10/01/2000	10/01/2001	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
A	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	VPO6800239	10/01/2000	10/01/2001	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 1,000,000 \$ 1,000,000 \$ \$ 5
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
A	OTHER Professional Liability	KZD323603	12/20/2000	12/20/2001	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
					\$1,000,000

RECEIVED
 COUNTY OF SANTA CRUZ
 SHERIFF-DETENTION BUREAU
 01 MAY 20 11 59 AM '01

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER A CANCELLATION

County of Santa Cruz
 Sheriff-Coroner
 Detention Bureau
 259 Water Street
 Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Connie Calahan/CSC *Connie Calahan*