

COUNTY OF SANTA CRUZ
MARK S. TRACY, SHERIFF-CORONER



701 OCEAN STREET, ROOM 340, SANTA CRUZ, CALIFORNIA 95060
(831) 454-2440 Fax (831) 454-2314 TDD (831) 454-2123

May 30, 2001

Agenda: June 26, 2001

Board of Supervisors
county of Santa Cruz
701 Ocean Street
Santa Cruz, Ca. 95060

**APPROVE AGREEMENT WITH NABER TECHNICAL ENTERPRISES
TO PROVIDE A CORRECTIONS CORE ACADEMY**

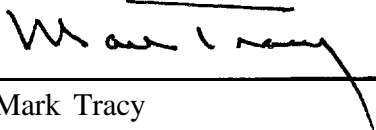
Dear Members of the Board:

All newly hired Correctional **Officers** must attend a California State Board of Corrections certified Core Academy within one year of employment. Usually this training is only available outside of Santa Cruz County and incurs considerable travel, lodging and meal per-diem costs for each new employee. Because of the high Correctional **Officer** vacancy rate in the Sheriffs Detention Bureau, a strong emphasis has been made to hire new employees as quickly as possible. Consequently, there are currently 16 Correctional Officers who must attend the Corrections Core Academy within the specified time. The estimated costs of sending these **officers** to out-of-county academies is approximately \$29,500.

As a cost savings strategy, the Detention Bureau's Personnel Section researched the option of sponsoring a Standards and Training for Corrections (STC) certified Core Academy in Santa Cruz County. Naper Technical Enterprises, a respected Correctional training provider, will provide this required training at Cabrillo College for 16 Correctional **Officers** at a cost up to \$21,280.85.

IT IS THEREFORE RECOMMENDED that the Board of Supervisors approve the attached agreement with Naper Technical Enterprises to provide the described training services and authorize the Sheriff to sign the agreement on behalf of the County.

Sincerely,



Mark Tracy
Sheriff-Coroner

RECOMMENDED



Susan A. Mauriello
County Administrative Officer

Attachments

COUNTY OF SANTA CRUZ

0113

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Sheriff-Coroner, Detention (Dept.)
[Signature] (Signature) 6-15-01 (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 Santa Cruz County Sheriff's Detention Bureau (Agency) and Naber Technical Enterprises PO Box 2076 Orangevale, CA 95668 (Name & Address)
2. The agreement will provide Corrections Officer Core Training Academy
3. The agreement is needed because the County does not offer this service
4. Period of the agreement is from 7/1/01 to 6/30/02
5. Anticipated cost is \$ 19,280.85 - 21,280.85 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks:
7. Appropriations are budgeted in 662422 (Index#) 3665 (Subobject)

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

Appropriations are not available and have been encumbered. No. 12454 Date 6-18-01

GARY A. KNUTSON Auditor - Controller
By [Signature] Deputy.

Subject to FY 01-02 Budget

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Sheriff's Office to execute the same on behalf of the County of Santa Cruz (Agency). County Administrative Officer

Remarks: (Analyst) By [Signature] Date

Agreement approved as to form. Date

- Distribution: Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel -
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 County Administrative Officer
19 By Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 6 day of JUNE, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and NABER TECHNICAL ENTERPRISES, hereinafter called CONTRACTOR. The parties agree as follows:

- ✓ 1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: Reference attachment A.
- ✓ 2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: Reference attachment A.
- ✓ 3. TERM: Term of this contract shall be through June 20, 2002.
- J 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 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 to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____ / _____

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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 [initials].

* (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 _____ / _____.

Passalune adm...

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:

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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: 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: 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.

7)1A 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 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 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)~~^{3 1/2} 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.

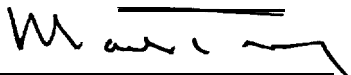
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

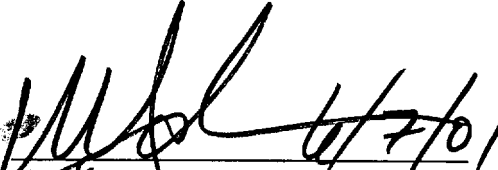
12. ATTACHMENTS: This Agreement includes the following attachments (identify by name or write "NONE") Attachment A.

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


NABOR TECHNICAL ENTERPRISES
PO Box 2076
Orangevale, CA 95662
916-987-8042

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

County Counsel

Risk Management

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11A

0119

Naber Technical Enterprises

P.O. Box 2076, Orangevale, CA 95662
Often Imitated Never Equaled

Ph: 916-987-8042
Fax: 916-987-8253

E-Mail: nteusa2@aol.com
Website: nteusa.org

June 13, 2001

Ms. Kathy Samms
Santa Cruz Sheriffs Dept.
259 Water St. Santa Cruz, CA 95060-4009
Ph: 831/454-2843 Fx: 831/454-2353

Dear Ms. Samms,

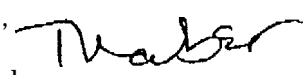
This letter is to **confirm** that Naber Technical Enterprises will present the following training program to your agency:

<u>Program Name</u>	<u>Hrs</u>	<u>STC</u>	<u>Cert#</u>	<u>Dates</u>	<u>Time</u>
Corrections Officer Core	1	7	6	736-1250 7/23 - 8/16/01	8am-5pm

We understand that your agency is providing a training room at Cabrillo College, TV/VCR and a whiteboard (or flipcharts) at no cost to Naber Technical Enterprises. Additionally, Santa Cruz Sheriffs Dept. will provide Defensive Tactics instructors, as necessary, and the training equipment /mat rooms as **listed** on the attached "Agency Provisions for Correctional Core Courses presented by Naber Technical Enterprises" (three pages). This letter overrides any previous correspondence regarding this program and is considered part of the contract.

As per our conversations, Santa Cruz Sheriffs Department guarantees payment of **\$19,280.85** for tuition for up to 16 participants, as well as an **estimated** reimbursement of **\$2,000.00** for the following insurances required by Santa Cruz County: Independent Contractor Insurance for each presenter; Professional Liability; and Comprehensive of Commercial General Liability insurances. These insurances are to be supplied by Santa Cruz County's insurance broker, Robert F. Driver & Assoc.. As the insurance premiums must be paid in advance of the training delivery, the cost of the premiums will be invoiced to Santa Cruz Sheriffs Dept., as soon as received/paid by Naber Technical Enterprises. As the insurance is event-specific, once the premuim is paid by Naber Technical Enterprises, it will be due and payable without regard to termination of the contract by the county. Proof of insurance will be forwarded to the county, as soon as received from Robert F. Driver & Assoc..

By our trainers coming to your agency, you save the cost, time and trouble of sending your employees to out-of-area locations for state-mandated **training**. Naber Technical Enterprises provides STC certified training with **the** highest quality, experienced, industry-experts as presenters: 'a copyrighted workbook and certificate **of** completion for each participant. We look forward to meeting your training needs!

Sincerely,

Tanya Naber
Business Manager

4 courses in. Cru