



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

AGENDA: SEPTEMBER 25, 2001
 September 13, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
 701 Ocean Street
 Santa Cruz, California 95060

SUBJECT: APTOS SEASCAPE, COUNTY SERVICE AREA NO. 3
 (SECOND DISTRICT)

Members of the Board:

Aptos Seascape, County Service Area (CSA) No. 3, has received the 2001/2002 proposal from First Alarm Security and Patrol for litter cleanup and security patrol services in the amount of \$1,500 per month for a total of \$18,000. The service area is requesting that your Board accept this proposal and authorize payment upon satisfactory completion of the work. Sufficient funds are available in the County Service Area No. 3 budget to cover this expenditure.

It is recommended that the Board of Supervisors take the following action:

1. Approve the attached independent contractor agreement for litter cleanup and security patrol services with First Alarm Security and Patrol in the amount of \$1,500 per month.
2. Authorize the Director of Public Works to sign the agreement on behalf of County Service Area No. 3, Aptos Seascape.

Yours truly,

THOMAS L. BOLICH
 Director of Public Works

SRL:mg

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

Copy to: Department of Public Works
 First Alarm Security and Patrol

Contract No. _____

COUNTY SERVICE AREA

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of September, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and First Alarm Security and Patrol, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: See Attachment "E"

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Upon satisfactory completion of work in accordance with Attachment "E"

3. TERM. The term of this contract shall be: from July 1, 2001 through June 30, 2002

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:

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. 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 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) 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 \$1,000,000.00 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 \$_____ combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

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:

Public Works Department
Attention: Susann Rogberg
701 Ocean Street, Room 410
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: Public Works Department, 701 Ocean Street, Room 410, Santa Cruz, CA **95060**, Attn: Susann Rogberg

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, 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 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, 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, pregnancy, 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 Public Works Affirmative Action Officer 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.

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(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 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. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this Agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ATTACHMENTS. This Agreement includes the following attachments : Attachment "E" and Insurance Certificates

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____

By:  **AUG 10 2001**
Kimberley Presley
Address: 1111 Estates Drive
Aptos CA 95003

APPROVED AS TO FORM:

Telephone: 831 685 1110


Assistant County Counsel

Tax ID No. 77 02 37870

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

FIRST ALARM SECURITY & PATROL
Contractor

Contract No.

1111 Estates Drive
Street

PP011167

State Contractors License No.

Aptos, CA 95003

Private Patrol Operator

City, State, Zip Code

Type of License

831-685-1110

77-0237870

Phone Number

TAX ID NUMBER

CONTRACTOR agrees to furnish all labor, equipment and materials to complete the following work: COUNTY SERVICE AREA NO. 3, APTOS SEACAPE

SERVICES: Provide for maintenance and patrol of below listed area.

MAINTENANCE: Provide manpower, equipment, disposal service, etc.

for pick up and removal of litter and garbage from below listed

beach area.

PATROL: Provide patrol services for beach area, to include

enforcement of camping, glass, fires after 10PM and other related

laws and ordinances in addition to routine safety and security

issues.

SERVICE PERIODS: Year round with emphasis on peak load periods,

summer season, ect. July 1, 2001 through June 30, 2002.

(attach additional sheets as necessary)


CONTRACTOR

COUNTY OF SANTA CRUZ

DIRECTOR OF PUBLIC WORKS OR
PURCHASING AGENT

Attachment E

FIRST ALARM SECURITY & PATROL

Contractor

1111 Estates Drive

Street

Aptos, CA 95003

City, State, Zip Code

831-685-1110

Phone Number

Contract No.

PP011167

State Contractors License No.

Private Patrol Operator.

Type of License

77-0237870

TAX ID NUMBER

CONTRACTOR agrees to furnish all labor, equipment and materials to complete the following work:

previous page cont.

SERVICE AREA: Beach area as indicated in attached map of CSA No.

3, to be defined as County Beach Access at Hidden Beach extending

to water line as boundary and St. Francis Beach Access @ Seascape.

RATE: \$1500. per month

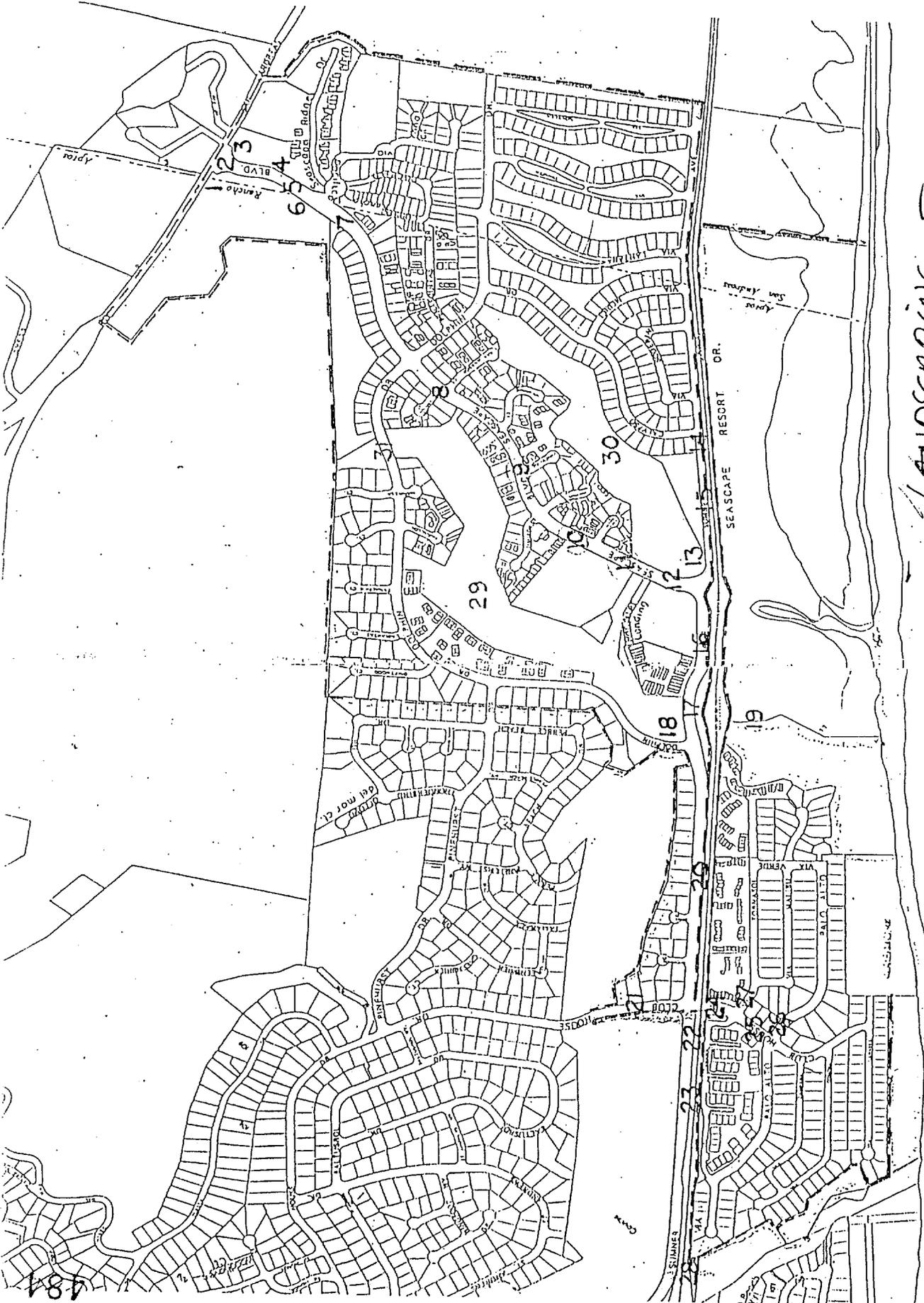
(attach additional sheets as necessary)


CONTRACTOR

COUNTY OF SANTA CRUZ

DIRECTOR OF PUBLIC WORKS OR
PURCHASING AGENT

Attachment E



LANDSCAPING
WATER

CSA #3

484

ACORD CERTIFICATE OF LIABILITY INSURANCE

0184

DATE (MM/DD/YY)
08/01/01

PRODUCER
Szerlip & Company, Inc.
288 Main Street
Mylburn, NJ 07041
9... 467-0400

*SRL
ACCT
CF*

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

INSURED
First Alarm Security & Patrol, Inc.
1111 Estates Drive
Aptos, CA 95003

INSURER A: United National Insurance Co.
INSURER B: Wausau Insurance Co.
INSURER C: Travelers Cas. & Surety Co.
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 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
I _A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors and Omissions GEN'L. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	L713524302	07/01/01	07/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$1,000,000
B	AUTOMOBILE LIABILITY <input checked="" 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	082100020877	07/01/01	07/01/02	COMBINED SINGLE LIMIT (per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AQG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	CU5279602	07/01/01	07/01/02	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
C	OTHER FIRST & Third Party Fidelity	098BY103158709	07/01/01	07/01/02	50,000. Limit \$1,500. Deductible

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The County of Santa Cruz, its officials, employees, agents and volunteers are added as 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.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
County of Santa Cruz Department of Public Works 701 Ocean Street, Room 410 Santa Cruz, CA 95060 42		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Heather Lopez</i>

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-01-01

POLICY NUMBER: 380-01 UNIT 0000477
CERTIFICATE EXPIRES: 01-01-02

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' advance written notice to the employer.

We will also give you 30 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of Insurance 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.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01/01/01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LEGAL NAME

FIRST ALARM SECURITY & PATROL, INC
1111 ESTATES DR
SEACLIFF CA 95003

FIRST ALARM SECURITY & PATROL INC AND/C
FIRST ALARM, INC

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0186

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

FROM:

[Handwritten Signature]

PUBLIC WORKS (Dept.)

(Signature) *9/10/01* (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 COUNTY OF SANTA CRUZ (Agency)
FIRST ALARM SECURITY AND PATROL
and 1111 ESTATES DRIVE, APTOS, CA 95003 (Name & Address)

2. The agreement will provide SECURITY PATROL SERVICES WITHIN COUNTY SERVICE AREA NO. 3 APTOS SEASCAPE.

3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT.

4. Period of the agreement is from JULY 1, 2001 to JUNE 30, 2002

5. Anticipated cost is \$18,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT AMOUNT \$18,000; 7% OVERHEAD \$1260; TOTAL \$19,260

7. Appropriations are budgeted in 622100! 22108! 3665! (Index#) 3590 (Subobject)

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

Appropriations are available and will be encumbered. Contract No. CO 10680-01 Date 9/12/01

CONTINUING AGREEMENTS LIST SECTION II CC-20
IF NOW IT GARY A. KNUTSON, Auditor - Controller
By Adrian J. Velaz Deputy.

Proposal reviewed and approved. It is recommended that the Board of supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT (Agency).

Remarks: _____ (Analyst) By Paul Gentry Date 9/18/01
County Administrative Officer

Agreement approved as to form. Date _____

~~XXXXXX~~ SRL:mg

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

*To Orig. Dept. if rejected.
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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