



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 950604073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

BOB WATSON, DIRECTOR

November 16, 2001

Agenda: December 4, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California

Replacement Of The Uninterrupted Power Source At The Main Jail

Dear Members of the Board:

The electronic security systems at the Sheriff's Main Jail facility rely on an uninterrupted power source in the event of a power disruption. An uninterrupted power source (UPS) provides emergency power between the time of power loss and the time emergency generators come on line to generate power to run the security systems. The existing uninterrupted power source at the Main Jail has insufficient capacity to power the recent electronic security upgrades at the Main Jail facility. It is essential that this UPS be replaced in order for all security systems to be operational in the event of a power outage. The existing UPS at the Main Jail can be removed and utilized at the Sheriff's Rountree detention facility and would provide adequate power there in the event of a power disruption.

Norment Security Group is uniquely qualified to provide the necessary service to replace the existing Main Jail UPS and remove and re-install the existing Main Jail UPS at the Sheriff's Rountree facility. Norment is the vendor who installed the recent security upgrades at the Main Jail as part of a Board of Corrections Grant and has proprietary ownership of the software that operates the security system upgrades at the facility. As a result, Norment has extensive knowledge of both the Main Jail and Rountree facilities and is thoroughly familiar with all the security systems there. Norment estimates that the cost of a new UPS for the Main Jail and the removal and re-installation of the existing Main Jail UPS at the Rountree facility is \$20,204.

Funding for this project is provided through two sources. \$12,000 is provided from unobligated State Supplemental Law Enforcement Services Funds (SLESF) for Detention projects and the remaining \$8,204 is provided from the General Services Building Maintenance Budget. Funds will be available in Budget Index 333100, Sub Object 3405, project #G17013.

It is therefore it is **RECOMMENDED** that your Board:

1. Approve an independent contractor agreement with Norment Security Group in the amount of \$20,204 to replace the existing uninterrupted power source at the Sheriff's Main Jail Facility located at 259 Water Street, Santa Cruz and to remove and re-install the existing Main Jail power source at the Sheriff's Rountree Facility in Watsonville.

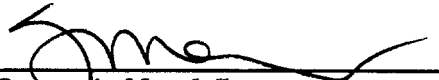
Replacement of UPS at the Main Jail
December 4, 2001
page 2

2. Authorize the General Services Director to sign and implement the Agreement; and
3. Adopt a resolution accepting and appropriating \$12,000 in unanticipated revenue from unobligated Sheriffs State Supplemental Law Enforcement Services Funds to assist in the financing of the Main Jail Uninterrupted Power Source Replacement Project, as detailed on the attached AUD 60.

Sincerely,


Bob Watson
General Services Director

RECOMMENDED:


Susan A. Mauriello
County Administrative Officer

BW/PC

Attachments

cc: County Administrative Office
Auditor Controller
General Services
Sheriffs Office

0029

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: General Services (Department)
BY: [Signature] (Signature) 11/16/01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☐ Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the General Services Department (Department/Agency)
and Norment Security Group, 6144B Industrial Way, Livermore, CA 94550 (Name/Address)
2. The agreement will provide the replacement of the uninterrupted power source (UPS) at the Main Jail facility and its re-installation of that unit at the Sheriff's Rountree facility
3. Period of the agreement is from December 4, 2001 to June 30, 2002
4. Anticipated Cost is \$ 20,204 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: _____

5. Detail: ☐ On Continuing Agreements List for FY _____ . Page CC-_____ Contract No: _____ OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 333100/G17013 (Index) 3405 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered.
are not will be

Contract No: 12650
By: Adm J Vito Date: 11/21/01
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize General Services Dept (Dept/Agency Head) to execute on behalf of the County of Santa Cruz (Department/Agency)

Date: 11/26/01 By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	Document No.	\$ JE Amount	Lines	H/TL	Keyed By	Date
TCL10			\$			
	Auditor Description		Amount	Index	Sub object	User Code

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 16th day of November, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Norment Security Group, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: Disconnect and remove the existing Main Jail Complex (259 Water Street, Santa Cruz) uninterrupted power supply (UPS) with battery backup system, install a new battery backup pack at the Main Jail Complex, expand the sphere of influence of the Main Jail UPS system, install existing Main Jail UPS with battery backup pack at the Sheriff Rountree facility (100 Rountree Lane) in Watsonville for County of Santa Cruz General Services Department. Norment Security Group proposal dated October 23rd 2001 is hereby incorporated into this agreement.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed \$20,204.00, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. TERM. The term of this contract shall be: December 4, 2001 through June 30, 2002.

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 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 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 from 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 the 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, 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.**"

(continued on next page)

(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:

**Santa Cruz County
 General Services Department
 Attn: Paul Crawford
 701 Ocean Street, Room 330
 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:

**Santa Cruz County
 General Services Department
 Attn: Paul Crawford
 701 Ocean Street, Room 330
 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, physical or mental disability, medical condition (cancer related), marital status, 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 employees 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, 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. 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 Affirmative Action 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 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. NONASSIGNMENT. CONTRACTOR shall not assign the Agreement without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. 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


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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.

12. 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.

13. ATTACHMENTS. This Agreement includes the following attachments:
Attachment "A" Norment Proposal for removal and replacement of uninterrupted power source and installation of existing Main Jail power source to the Sheriff's Rountree Lane, Watsonville facility.

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

1. CONTRACTOR - Norment Security Group. COUNTY OF SANTA CRUZ

By: 
SIGNED
John C. Dawson, Project Mgr
PRINTED


By: _____
SIGNED

PRINTED

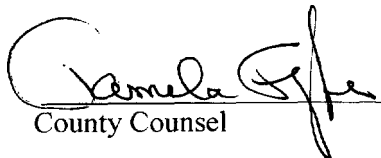
Address: 6144 B Industrial Way
Livermore, CA 94550

Telephone: (925) 455-1131 ext(403)

2. APPROVED AS TO INSURANCE:


Risk Management 11-13-2001

3. APPROVED AS TO FORM:


County Counsel

DISTRIBUTION:

- General Services Department
- Auditor-Controller
- Risk Management
- Norment Security Group

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from State Supplemental Law Enforcement Services Funds for Detention/Plant Acquisition program; and

WHEREAS, the County is recipient of funds in the amount of \$ 12,000 which are either **in** excess of those anticipated or are not specifically set forth in **the current fiscal year** budget of the County; and

WHEREAS, pursuant to Government Code Section **29130(c) / 29064(b)**, such funds may be made available for specific appropriation by four-fifths vote of the Board of Supervisors;

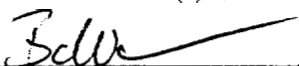
NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$ 12,000 into Department General Services

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	333100	0883/G17013	Supplemental Law Enforcement Services Funds	\$12,000

and that such funds be and are hereby appropriated as follows:

<u>TIC</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	333100	3405	G17013	Plant Projects Under \$25,000	\$12,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By 
Department Head

Date 11-16-01

COUNTY ADMINISTRATIVE OFFICER



Recommended to Board

☐ Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors **of** the County of Santa Cruz, State **of** California, this _____ day of _____, 19____ by the following vote (requires four-fifths vote for approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

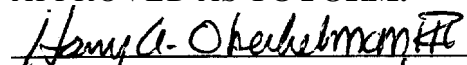
ABSENT: SUPERVISORS

 Chairperson **of** the Board


ATTEST:

 Clerk of the Board

APPROVED AS TO FORM:


 County Counsel 12/14/97

APPROVED AS TO ACCOUNTING DETAIL:


 Auditor-Controller 11/20/01

Distribution:

Auditor-Controller

County Counsel

County Administrative Officer

Originating Department

AUD60 (REV 12/97)

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