



County of Santa Cruz 0061

Sheriff-Coroner

701 Ocean Street, Suite 340, Santa Cruz, CA 95060
(831) 454-2440 FAX: (831) 454-2353

Mark Tracy
Sheriff-Coroner

May 13, 2002

Agenda: May 21, 2002

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

RE: CONTRACT WITH WILLIAM DOOLITTLE AND ASSOCIATES,
INCORPORATED, FOR PROFESSIONAL ASSISTANCE IN IMPLEMENTING A
STATE INTERFACE MESSAGE SWITCHING SYSTEM

Dear Members of the Board:

The Sheriffs Office, working closely with the County Administrative Office and the County Information Services Department, is undertaking a comprehensive evaluation, reconfiguration and upgrade of its technology and information management systems. The four major areas being addressed are: the Records Management System, the Detention Management System, the State Access Message Switch and installation of Mobile Data Computers in all of the patrol vehicles. This letter is to provide background information and request approval to enter into a contract with William Doolittle and Associates, Incorporated, for professional assistance with the implementation of a new countywide California Law Enforcement Telecommunications System (CLETS) Message Switch.

State law requires the Sheriff maintain the interface with state and national databases and provide access and training to all public safety entities. The Sheriffs Centralized Automated Network (SCAN) is currently used to provide the access to local, state and national databases. SCAN is the single point of contact to these systems for all public safety agencies in Santa Cruz County. The information relayed to public safety via this system must be kept secure, accurate and available in a timely manner to ensure safety of law enforcement and the citizens of Santa Cruz County. SCAN is nearly 20 years old and as with all information technology of this age, the systems SCAN interfaces with have advanced well beyond the design limits. The SCAN system has, therefore, been identified as a critical system in need of upgrade to ensure public safety

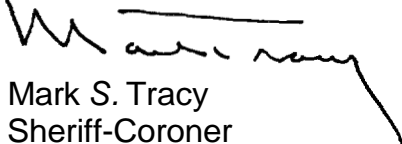
As your Board is aware, the Sheriffs Office has recently selected a vendor to provide a Sheriffs Mobile Data Computing System. The selected vendor, Motorola/Printrak, has begun work on the mobile computing system. The County Information Systems Department and Motorola have found that the addition of the Sheriffs Mobile Data Computing System to the existing SCAN connection could cause instability problems.

To address this issue, the Sheriffs Office is requesting to enter into a contract with William L. Doolittle and Associates, Incorporated, to provide professional assistance with the implementation phase of the Message Switch System. William L. Doolittle brings over twenty years of experience in state and local government consulting and operations. His areas of expertise include strategic technology planning, defining functional requirements and technical specifications, performing selection studies for hardware and software, vendor services, contract negotiations and implementing information systems, radio and telecommunications capabilities. Mr. Doolittle has extensive experience with public safety applications. His project experience includes assistance with the implementation of the San Diego County Regional Communications System, and statewide radio systems planning for the States of California and Montana. This is very specialized work and attempts by staff to obtain competitive bids on similar projects have been unsuccessful. Since there exists a limited availability of these important technical resources, staff is recommending that William Doolittle and Associates, Incorporated, be retained as a sole source provider.

It is therefore recommended that your Board:


1. Approve a contract with William L. Doolittle and Associates, Incorporated, for professional assistance with the implementation of the replacement countywide California Law Enforcement Telecommunications System (CLETS) Message Switch in the amount of \$66,500; and
2. Authorize the Sheriff-Coroner to sign the agreement on behalf of the Board.

Sincerely,



Mark S. Tracy
Sheriff-Coroner

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

cc: Auditor
Sheriffs Office - Attn: Susan

INDEPENDENT CONTRACTOR AGREEMENT

0063

THIS CONTRACT is entered into this 13th day of MAY, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and WILLIAM L. DOOLITTLE & ASSOCIATES, INC. 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:
 1. \$150.00 per hour including travel time with a not to exceed of \$55,500.
 2. Reimbursement for all out-of-pocket costs such as, but not limited to, meals, mileage, airfare and accommodations in Santa Cruz County. These costs will be reimbursed at the County of Santa Cruz per diem and mileage rates with a not to exceed of \$11,000.
3. TERM: The term of this contract shall be through June 30, 2003.
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(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 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 _____ / _____

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 hnd / WMT

(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 hnd / WMT

(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 hnd / WMT.

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: 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.

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 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 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.

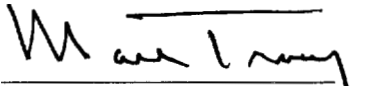
11. PRESENTATION OF CLAIMS: Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

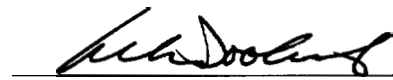
12. ATTACHMENTS: This Agreement includes the following attachments (identify by name or write "NONE"): Attachment A, Proposal for Professional Services Dated May 13, 2002.

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


WILLIAM L. DOOLITTLE & ASSOCIATES, INC.
223 Wilshire Blvd, Suite 400
Santa Monica, CA 90401
310-264-6172

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE


County Counsel 5.15.02

 5-15-2002
Risk Management 3

0069

Phil Wowak

From: William L. Doolittle [WLDoolittle@csi.com]**Sent:** Thursday, March 14, 2002 2:34 PM**To:** Kathy Samms (E-mail)**cc:** Phil Wowak (E-mail)**Subject:** Insurance Coverages

Kathy:

Phil Wowak asked me to reply to your question about Worker's Compensation coverage. We are requesting a waiver of the County's Worker's Compensation coverage requirements for the following reasons:

- William L. Doolittle & Associates, Inc. is a domestic California "S" corporation.
- William L. Doolittle is the sole Director, President and Secretary of the Corporation. Mr. Doolittle is also the only shareholder of the Corporation.
- According to Section 3351(c) of the California Labor Code, Worker's Compensation insurance is not required under these circumstances unless such officers or directors elect to be covered. We have elected not to be covered.
- William L. Doolittle will be the Corporation's only employee on this project.

We will be assisted on the Message Switch Project by another consulting firm, Gary E. Boyd and Associates, Inc., under a Joint Venture Agreement. Boyd and Associates is similarly structured, and has also elected not to be covered by Worker's Compensation insurance.

For your information, we will be sending our certificates of insurance coverage for General/Automobile and Professional Liability insurance to the County tomorrow. If you do not receive these by the end of next week, or you have any other questions, please give me a call at 310-264-6172.

Bill Doolittle

William L. Doolittle & Associates, Inc.

233 Wilshire Blvd. Suite 400

Santa Monica, CA 90401

310.264.6172 Voice - 310.480.8335 PCS - 310.264.6173 FAX

Bill.Doo1ittle@WLDAl.COM

3/14/2002

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID KE
DOOLI-2

03/06/02

PRODUCER Abacus Insurance Brokers, Inc. 12300 Wilshire Blvd, # 100 Los Angeles CA 90025-1020 Phone: 310-207-5432 Fax: 310-207-8526	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.
INSURED William L Doolittle & Assoc Inc 233 Wilshire Blvd. # 400 Santa Monica CA 90401	INSURERS AFFORDING COVERAGE 0070 INSURER A: Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:

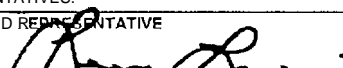
COVERAGES

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.

NSR -TR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC	72 SBA KC0247	01/01/02	01/01/03	EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
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	72 SEA KC0247	01/01/02	01/01/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 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: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

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 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"

CERTIFICATE HOLDER County of Santa Cruz, Detention Bureau. Attn: Department Administrative Analyst 259 Water Street Santa Cruz CA 95060	ADDITIONAL INSURED: INSURER LETTER: COUNOPS	CANCELLATION 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 
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22

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©ACORD CORPORATION 1988

Professional Liability

Company	Legion Indemnity Company (Rated A VIII, Non-admitted carrier)
Policy Number	LM40959555
Effective Period	4/27/01 to 4/27/02 <i>Expiring new contract 5/15/02</i>
Premium	\$2741.86

Coverage

- 1) Professional Liability/Claims Made form/Coverage form 440073 (1/98)

Description of Services (listed on declarations page)

Solely in the performance of services as a Management Consultant & Telecommunications and Computer Software/
Hardware Consultant for others for a fee.

Policy Limits

Each claim	1,000,000
Aggregate	1,000,000
<i>(Inclusive of defense expenses)</i>	

Deductible

Each claim, including claims expenses	2,000
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Conditions

No prior acts coverage
12 month discovery period @ 75% of Annual Premium
25% Minimum Earned Premium
Nuclear Energy Liability Exclusion
Endorsements (LMPE-73 & LMPE-49) copies attached
Other endorsements/limitations/exclusions per policy form
Premium based on annual sales of \$215,000

57 This **Spectrum Policy** con... of the Declarations, Coverage Forms, Cor... n Policy Conditions and any
05 other Forms and Endorsements **issued to be a part of the Policy.** This insurance is provided by the insurance
KP company of The Hartford Insurance Group shown **below.**
SBA

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
HARTFORD PLAZA, HARTFORD, CT 06115
COMPANY CODE: 3

0072

Policy Number: 30 SBA KP0567 SA

SPECTRUM POLICY DECLARATIONS

ORIGINAL



Named Insured and Mailing Address:
(No., Street, Town, State, Zip Code)

GARY E. BOYD AND
ASSOCIATES, INC.
15540 WOODCREST DRIVE
SHERMAN OAKS CA 91403

Policy Period: From 04/05/01 To 04/05/02 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in Maine, Michigan, New Hampshire, North Carolina.

Name of Agent/Broker: MIMS INTERNATIONAL LTD
Code: 721281

*Faking
A new
one 5/15*

Previous Policy Number: 30 SBA KP0567

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: \$510

Countersigned by

Charlott J. Smith
Authorized Representative

4/6/01
Date

'SPECTRUM POLICY DECLARATIONS(Continued)

POLICY NUMBER: 30 SBA KP0567

0073

BUSINESS LIABILITY

LIMITS OF INSURANCE

LIABILITY AND MEDICAL EXPENSES

\$1,000,000

MEDICAL EXPENSES- ANY ONE PERSON

\$ 10,000

PERSONAL AND ADVERTISING INJURY

\$1,000,000

**DAMAGES TO PREMISES RENTED TO YOU
ANY ONE PREMISES**

\$ 300,000

AGGREGATE LIMITS

PRODUCTS-COMPLETED OPERATIONS

\$2,000,000

FORM SS 05 09

GENERAL AGGREGATE

\$2,000,000

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

HIRED/NON-OWNED AUTO LIABILITY

\$1,000,000

FORM: SS 04 38

*1100230KP05670101 04491



RENEWAL ENDORSEMENT

0074

It is agreed that in consideration of the payment of the renewal premium, this policy, as amended by the endorsements attached thereto, is hereby renewed for the period stated below, subject to all its terms, except as otherwise stated below:

Renewal Premium: \$ 1,939.00
Policy Period: From April 5, 2001 To April 5, 2002
Limit of Liability, each policy period: \$1,000,000
Deductible, each claim: \$2,500

Further, this insurance is hereby amended as indicated by "X"

1. ☐ .Named Insured Changed, as Shown Below
2. ☐ Insured's Address Changed, as Shown Below
3. ☐ Additional Insured(s), Named Below, Added
4. ☐ Additional Insured(s), Named Below, Deleted
5. ☒ Insured's Profession Changed, as Shown Below

This endorsement forms a part of the policy to which attached.

Mail To:

MIMS International Ltd.
901 Dulaney Valley Road, #610
Towson, MD 21204

Issued To:

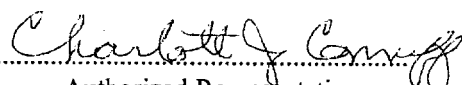
Gary E. Boyd and Associates Inc.
15540 Woodcrest Drive
Sherman Oaks, CA 91403


Endorsement Effective April 5, 2001

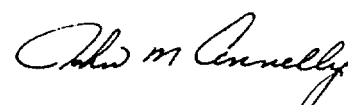
Policy No. CTC100007-1

Countersigned.

EMPLOYERS REINSURANCE CORPORATION


Authorized Representative


President


Secretary

Endorsement Serial No. ASA-1 (93)

Attachment A
Proposal for Professional Assistance

**Santa Cruz County
Sheriff's Office**

**Message Switch Implementation
Proposal for Professional Assistance**

May 13,2002

Submitted By:

**William L. Doolittle & Associates, Inc.
233 Wilshire Boulevard, Suite 400
Santa Monica, California 90401**



0077

William L. Doolittle & Associates, Inc. 233 Wilshire Boulevard, Suite 400 Santa Monica, CA 90401-1214

May 13, 2002

Sheriff Mark Tracy
County of Santa Cruz
701 Ocean Street, Room 340
Santa Cruz, CA 95060

Dear Sheriff Tracy:

We are pleased to submit our Proposal for further Professional Services to assist you with the implementation of your countywide CLETS Message Switch. This proposal is based on our recent project experience with the County, our familiarity with the County's existing information systems, and our experience in assisting other clients with similar efforts.

We are proposing to act in a 'lead role' for this engagement. We would be responsible for chairing implementation meetings, setting meeting agendas, documenting discussions, and overall project status reporting. The enclosed proposal provides additional information on our proposed project approach, specific deliverables in support of these activities, and our estimate of professional fees.

We appreciate this continued opportunity to assist the Sheriffs Office in this important assignment, and stand committed to you and its successful completion. We would welcome the opportunity to meet with you and your project team to answer any questions with respect to this proposal or the scope of work contained within it.

Very truly yours,

WILLIAM L. DOOLITTLE & ASSOCIATES, INC.

William L. Doolittle, President

PROPOSAL FOR PROFESSIONAL ASSISTANCE

UNDERSTANDING OF THE ASSIGNMENT

The Santa Cruz County Sheriffs Office has recently completed a selection process to identify a qualified vendor to provide a replacement countywide CLETS Message Switch system. Motorola/Printrak has provided a proposal that has been under discussion for several weeks, and discussions are still underway to resolve numerous issues with the terms of agreement and the scope of work proposed.

The Santa Cruz Sheriffs Office has asked William L. Doolittle & Associates, Inc. to provide a description of the professional services that it could provide in supporting the finalization of a contract with Motorola/Printrak, and in the implementation of this Message Switch.

PROPOSED APPROACH

In order to meet your objectives, we have developed a task-oriented work plan to support the Message Switch Implementation. This section identifies the key activities that we anticipate would occur, and the deliverables associated with those tasks.

Task 1. Finalize Contract Discussions – We would continue our efforts to assist the Sheriffs Office in reaching an agreement with Motorola/Printrak. As we are not attorneys, we would provide our input on the management and technical aspects of the agreement, but would not review the contract from a legal perspective. We would also assist the County in identifying detailed test procedures and necessary data sets to include in the contract, and in determining the appropriate thresholds for system acceptance.

Deliverables: Suggested Contract Revisions.

Task 2. Lead Project Team – We would continue to support the County's efforts as the Lead of an Implementation Project Team. This Project Team would include the selected vendor's project manager and serve as a steering organization for completion of the system implementation. As the implementation program progressed, this Project Team would serve to coordinate the efforts at each of the end-user agencies using the County's Message Switch (the 'customers.'). We would also review and provide our objective opinion on issues presented for discussion and consideration, and assist where necessary in resolving issues with implementation tasks or issues raised by the Message Switch

'customers.' In addition to setting the agenda for periodic Project Team Status meetings, we would provide supporting documentation (i.e., meeting notes and 'white papers') of project issues and resolution.

Deliverables: Meeting Agenda; Discussion Notes; Topical White Papers (as necessary).

Task 3. Provide Project Coordination – In this Task, we would review and comment on the Motorola/Printrak Project Management Plan, and integrate these activities and timelines into an overall Project Implementation Plan. This Implementation Plan would identify all of the non-vendor tasks and activities that must be completed to ensure a smooth transition to the new Message Switch. We would also maintain a centralized Action Item list to coordinate the vendor's activities with County or agency staff having implementation responsibilities.

Deliverables: Management Plan Review Comments; Project Implementation Plan; Action Item List.

Task 4. Maintain Project Schedule – With the Implementation Plan, we would develop an overall timeline for the Message Switch implementation. This comprehensive schedule would include the identification of County and agency tasks not addressed by the Message Switch vendor, such as facility preparation, internal interface development, or business process revisions. We would also integrate the vendor's Project Management Plan activities and timelines with the overall Project Schedule. We would use this tool to coordinate the activities of the numerous entities involved in the transition. We would actively seek updates to the schedule and simultaneously identify other issues impacting multiple timelines. We would communicate these impacts to the Project Team and agency executives, and provide discussion on alternatives to minimize overall projects on an on-going basis.

Deliverables: Overall Project Implementation Schedule; Periodic Updates to Implementation Schedule.

Task 5. Report Project Status – In addition to the Project Schedule, we would provide a periodic Status Report for the overall implementation. This Status Report would include: Summary of tasks completed in the reporting period; Summary of tasks scheduled for completion in the next reporting period; Summary of budget status, including hours and expenses incurred to date; Summary of issue status and resolution. We would also be available to brief Sheriff's Command Staff and County Executives on the Project Status.

Deliverables: Project Status Report.

Task 6. Monitor Contract Compliance – During this task, we would assist the County with the acceptance of contract deliverables. We would track any Project Issues and facilitate the resolution of issues by the appropriate entity. As vendor invoices are

submitted, we would assist the County's fiscal management with the reconciliation of delivered products and services. We would also assist with the evaluation of any proposed Change Orders and provide additional analysis and discussion of alternatives and the identification of cost impacts.

Deliverables: Change Order Review and Impact Analysis; Open Issues and Disposition List.

Task 7. Assist With System Testing – We would assist the County with the organization and documentation of system testing. Frequently, vendor certification is not sufficient to provide a comprehensive test of application readiness. We would also provide support in the development of error tracking documentation (a 'Punch List') and participate in meetings with the vendor's project team to discuss and resolve technical implementation issues. We would also observe the demonstrated outcomes of the acceptance tests where functions do not meet the County's requirements.

Deliverables: County System Test Plan; Error Tracking Punch List; Issue Discussion and Assessment (as necessary).

Task 8. Evaluate Contractor Training – In this task, we would review and evaluate the training plan and training materials submitted by the contractor. We would also attend representative training sessions and evaluate the adequacy and effectiveness of the training. We would subsequently prepare documentation identifying any apparent problems and suggesting corrective actions.

Deliverables: Training Evaluation Comments

Task 9. Support Agency Implementation – In this task, we would assist the Sheriff's Office in the cutover to the new Message Switch. We would participate in a training Team to facilitate, coordinate and schedule installation and training activities. We would also support the County's efforts to prepare for end-user agency training by reviewing and helping to modify the materials provided by Motorola/Printrak.

Deliverables: Agency Training and Cutover Schedule; Suggested Updates to Training Materials.

We anticipate that management and technical staff from the Sheriff's Office would be involved with each of the tasks outlined above. This involvement would include participation in periodic status meetings, task-oriented work groups, further interviews, or specific research and information compilation tasks. As necessary, we would communicate directly with the vendor's project management and technical staff to facilitate the resolution of project issues.

QUALIFICATIONS

William L. Doolittle & Associates, Inc. was formed to provide clients in public safety and local government with expert assistance in information systems and telecommunications planning and implementation. Located in Santa Monica, California, we are able to efficiently and cost-effectively provide services to any location in North America.

We are proposing to support Santa Cruz County with two primary consultants: William L. Doolittle and Gary E. Boyd. Doolittle and Boyd have completed several assignments as 'joint venture projects' with one or the other firm performing a lead consultant role. For this assignment, Doolittle & Associates, Inc. would be the sole, prime contractor to the County. Should the County need additional assistance, we would provide you with the resumes and qualifications of these additional project team members for your review and acceptance.

This section provides further background information on the proposed project team.

William L. Doolittle

William L. Doolittle, founder and President of the firm, brings over twenty years of experience in state and local government consulting and operations. His areas of expertise include strategic technology planning, defining functional requirements and technical specifications, performing selection studies for hardware, software, and vendor services, contract negotiations, and implementing information systems, radio, and telecommunications capabilities. He was previously affiliated for over twelve years with The Warner Group (a Gartner Group company) in both the Information Technology and Communications practice areas.

Mr. Doolittle has extensive experience with public safety applications, law enforcement and criminal justice records management, mobile data computing, automatic vehicle location, geographic information systems, local and wide area networks, trunked and conventional radio communications and paging, computer system interfaces, information security, disaster recovery planning, and the design and installation of low voltage facility systems, including security, audio/visual, CCTV and voice and data telecommunications. His project experience includes assistance with the implementation of the San Diego County Regional Communications System, and statewide radio systems planning for the States of California and Montana.

Mr. Doolittle is a graduate of the University of Alaska with a Bachelor of Business Administration in Management. During this time, he worked for the University's Department of Safety and Security as a Fire Fighter, EMT-II, and Dispatcher. He also holds a Masters degree in Finance from The Claremont Graduate University. Mr. Doolittle is a Certified Professional in several areas: PMI Certified Project Management Professional (PMP), ICCP Certified Computing Professional (CCP), EDPAA Certified Information Systems Auditor (CISA), and NENA Certified Emergency Number Professional (ENP). He has also earned certificates in Disaster Recovery Planning, Computer and Network Security, and holds FCC Commercial and Amateur Radio Operator licenses. He is a frequent presenter at national conferences on the topics of technology, project management, strategic planning and contract negotiations. He has been published in *Communications Magazine*, *9-1-1 Magazine*, and the *APCO Bulletin*, submitting articles on mobile data and integration issues, communications center consoles, ergonomics, and CAD system interfaces.

Gary E. Boyd

Gary Boyd has nearly thirty years experience in technical and management consulting to public safety agencies and other governmental and private organizations. Recent projects include the strategic planning and implementation support for a multi-agency simulcast radio system and a new communications center in Southern California; specification and evaluation of vendor proposals for a shared police records and jail management system for five agencies in central Washington; and the evaluation of the telecommunications infrastructure design for a large new emergency coordination center and emergency operations center for the State of Oregon.

From 1990 to 1999 Mr. Boyd was President of Moss Bay Group, Inc. and directed that firm's public safety consulting practice. Significant projects during that period included a computer-aided dispatch and records management system design and procurement for the Las Vegas, North Las Vegas and Clark County (Nevada) Fire Departments; a trunked simulcast 800 MHz radio system procurement for the University of California, Los Angeles; an integrated emergency radio, telephone, and data communications system design for the Oregon Office of

Emergency Management; and a communications center conceptual design for the San Francisco International Airport.

From **1986** to 1990, he was a Principal in KPMG Peat Marwick (now KPMG Consulting). He directed that firm's northwest regional telecommunications consulting practice, and coordinated public safety communications and information system projects nationally. Major projects included the Los Angeles County Fire Department command and control system; the Suffolk County (Long Island, New York), criminal justice information system; and a California Highway Patrol information technology master plan.

Mr. Boyd holds a Bachelor of Science degree in Electronics Engineering from California State Polytechnic University and a Master of Science in Business Administration from San Francisco State University. He is a member of the Society of Telecommunications Consultants (STC), the Institute of Electrical and Electronics Engineers (IEEE), and the Association for Computing Machinery (ACM); a commercial member of the Association of Public Safety Communications Officials (APCO) and the National Emergency Number Association (NENA). Mr. Boyd is certified by NENA as a 9-1-1 Emergency Number Professional (ENP).

RELEVANT EXPERIENCE

Our project background includes the full life cycle of technology projects, from initial planning through vendor selection, contract negotiations, implementation project management, and post-implementation reviews. We have been responsible for supporting the accomplishment of numerous public safety technology projects across the United States. A sample of our relevant project experience includes:

<i>William L. Doolittle & Gary E. Boyd</i>	
<i>Agency</i>	<i>Scope of Project</i>
Anchorage Police Department, Alaska	We are currently assisting the Municipality with the strategic planning for replacement and upgrade to the existing Enhanced 9-1-1 system, including implementation of Wireless 9-1-1 (Anchorage is a 'Project Locate' City). We are also assisting the Municipality with the provisioning of the Emergency Operations Center as a back-up PSAP.
Oregon State Police Emergency Management Division	Evaluation of Oregon's statewide E9-1-1 Program, including assessment of the State-level program office, programs and

William L. Doolittle & Gary E. Boyd	
Agency	Scope of Project
	systems, evaluation of local-level 9-1-1 systems, comparison of Oregon's program to similar programs in other States, and evaluation of locally prepared reports justifying multiple public safety answering points (PSAPs).

William L. Doolittle	
Agency	Scope of Project
San Diego County Sheriff, California	Implementation assistance for Computer Aided Dispatch, Mobile Data/AVL and Enhanced 9-1-1 for a new, 60-position Sheriff's Communications Center. System included application interfaces to Sheriff's existing wide area network, and internet browser-enabled access to CAD applications.
Regional Communications System (San Diego County Public Safety Agencies)	Implementation Assistance and Project Management of Regional 800 MHz voice and data radio systems supporting over 170 agencies and 14,000 radios. Activities included financial reporting and business feasibility for new participating agencies. We are continuing to assist the RCS with planning and budgeting for system expansion to accommodate new agencies.
San Diego County, California	Development of a comprehensive Telecommunications Strategic Plan that included the assessment of all voice and data services for the County (over 10,000 employees). Plan included assessment of existing infrastructure, County-owned facilities, and telecommunications contract services.
City of El Segundo, California	Development of requirements and specifications for vendor selection and implementation of a new multi-agency, police and fire dispatch center for the City. Project included development of requirements for CAD applications, consoles and radio system upgrades.
Santa Cruz County Consolidated Communications Center, California	Development of RFP, vendor selection and contract negotiations for multi-agency computer aided dispatch applications. The Center supports numerous cities and county agencies, including fire, law enforcement, and emergency medical dispatch operations.
State of California	Development of Statewide Radio Communications Strategic Plan for the State's public safety departments, including the Highway Patrol, Forestry, Emergency Services, Corrections, Transportation, and Fish & Game (representing over 40,000 users of radio communications).

Gary E. Boyd	
<i>Agency</i>	<i>Scope & Project</i>
Clark County and the Cities of Las Vegas and North Las Vegas, Nevada	Requirements analysis, system specification, RFP, and procurement support for a multi-agency fire and emergency medical services computer aided dispatch and records management system.
South Bay Regional Public Communications Authority, California	Master plan, design, and procurement support for a multi-agency simulcast radio system, and telecommunications infrastructure design for a new communications center.
State of Oregon Departments of the Military, State Police, Transportation and Administrative Services	Evaluation of the architectural and telecommunications infrastructure design for a multi-agency emergency communications/operations center.
University of California, Los Angeles	Provided design and procurement support for a trunked, simulcast, 800 MHz radio system for the campus Police and other University departments.
City of Bellevue, Washington	Evaluation of current systems and development of a strategic plan for mobile data and wireless communications for the police, fire, and other city departments.
Eastside Public Safety Communications Agency, Washington	Requirements analysis and feasibility study for a shared multi-agency public safety mobile data communications system
California Department of Forestry and Fire Protection, California Office of Emergency Services, and U.S. Forest Service	Requirements analysis and business process engineering for a multi-site, multi-agency public safety emergency incident response system (computer-aided dispatch system).
City of Kirkland, Washington	Requirements analysis, specification, RFP, and procurement assistance for a police and fire computer-aided dispatch and records management system.
Metro-Dade County, Florida	Requirements analysis, system specification, RFP, and proposal evaluation for an integrated police and fire computer-aided dispatch and records management system.
San Francisco International Airport, California	Requirements analysis and conceptual design for an airport public safety communications and emergency operations center
State of Oregon Emergency Management Division	Requirements analysis, system design, request for proposals, and proposal evaluation for a complex automated communications system to support multiple State, county and city agencies in the State's Chemical Stockpile Emergency Preparedness Program.

REFERENCES

The following individuals may be contacted for information regarding our capabilities and client satisfaction with previous engagements. Each of these individuals is capable of speaking to our qualifications, and has comprehensive knowledge of their respective projects.

Commander Alan Truitt
San Diego County Sheriff
9621 Ridgehaven Court
P.O. Box 429000
San Diego, CA 92142-9000
(858) 974-2097

Lt. Brian Evanski
El Segundo Police Department
348 Main Street
El Segundo, CA 90245
(310) 524-2267

Mr. Michael McDougall, Manager
Santa Cruz Consolidated Emergency Communications Center
495 Upper Park Road
Santa Cruz, CA 95065
(831) 471-1001

PROJECT SCHEDULE

In response to your concurrent mobile data implementation, we are ready to immediately initiate work on these proposed tasks. We estimate that we would be involved on a weekly or bi-weekly basis with the Sheriff's Office depending on the outstanding project implementation issues. At the present time, Motorola/Printrak has provided an eight-month implementation schedule for the Message Switch. Progress on specific tasks may depend on other parties beyond our control.

PROFESSIONAL FEES

Our professional fees are based on the amount of time spent on the tasks and activities outlined in this proposal. For this assignment, we would utilize our preferred rate of \$150 per

**Santa Cruz County Sheriff's Office
Message Switch Implementation**

hour and would invoice on a 'time and materials' basis, using the County's Per Diem and mileage rates. We anticipate that we would expend 370 hours in accomplishing this assignment.

We note that this estimate is based on the efficient progress of Motorola/Printrak's implementation, and the ability of the County and the participating agencies to maintain comparable progress on their associated tasks. Any significant delays or repetitively unresolved issues will likely extend these timelines and hourly estimates. Therefore, our proposal of professional fees to accomplish the tasks described in this proposal will be a not to exceed sum of \$55,500. We anticipate that our out-of-pocket expenses would range from 15% to 20% of our fees, therefore the County should budget \$11,000 in addition to the amount proposed for professional fees.

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

0088

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Sheriff - Coroner (Department)
BY: [Signature] (Signature) 5-14-02 (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.

- Said agreement is between the Sheriff-Coroner (Department/Agency)
William L. Doolittle and Assoc. 233 Wilshire Blvd, Suite 400, Santa Monica CA 90401 (Name/Address)
- The agreement will provide professional assistance with the implementation of the replacement
countywide California Law Enforcement Telecommunications System (CLETS) Message Switch system
- Period of the agreement is from 5/21/02 to 6/30/03
- Anticipated Cost is \$ 66,500 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed
Remarks: \$150.00 per hour not to exceed \$55,500 plus, reimbursement for travel not to exceed \$11,000
- 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
- Appropriations/Revenues are available and are budgeted in 661100 (Index) 3665 (Sub object)

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

Appropriations are available and have been encumbered.

AUD 60 are not will be

Contract No: 12768

By: [Signature]
Auditor-Controller Deputy

Date: 05/15/02

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize

the Sheriff's Office (Dept/Agency Head) to execute on behalf of the

County (Department/Agency)

Date:

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 ap-
proved 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

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