SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 8/18/10

Source Code: GENSV

Agenda Date: 8/24/10

INVENUM: 64270

Resolution(s):

Ordinance(s):

Contract(s):

Continue Date(s):

Index: --Letter of the General Services Department dated July 30, 2010
--Independent Contractor Agreement with First Alarm, Inc.
--RFP (Request for Proposal) on file with the Clerk of the Board
--First Alarm Inc. Response (on file with the clerk of the Board)

Item: 19. APPROVED Master Independent Contractor Agreement with First Alarm, Inc. effective July 1, 2010; authorized the County Purchasing Agent to approve purchase orders in excess of $15,000 for security guard services with First Alarm, Inc. and approved related actions, as recommended by the Director of General Services

County Of Santa Cruz

GENERAL SERVICES DEPARTMENT
701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073
(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123
NANCY GORDON, DIRECTOR

July 30, 2010

AGENDA: August 24, 2010

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 8/24/10
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX OFFICIO CLERK OF THE BOARD
BY _____ DEPUTY

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

RECOMMENDATION OF AWARD:
MASTER INDEPENDENT CONTRACTOR AGREEMENT
FOR SECURITY GUARD SERVICES

Dear Members of the Board:

For the past four years, the County has contracted with First Alarm Security and Patrol for security guard services. The Master Independent Contractor Agreement (MICA) has allowed for various County Departments and Agencies to pool similar types of security needs together on one contract thereby saving the county money and resources. This contract expired on June 30, 2010.

As your Board knows, service contracts must be competitively solicited every four years. In February 2010, the General Services Department – Purchasing Division conducted a departmental survey of the existing services provided by First Alarm and the results were reflected within the requirements of the attached Request for Proposal. The Purchasing Division released the RFP on April 9, 2010. Eleven responses were received from all over California. A selection committee of five County staff representing user departments and agencies reviewed the responses and after careful evaluation, is recommending that your Board approve the attached contract with First Alarm, Inc.

Once the Master Agreement is approved, County departments will no longer have to develop and negotiate individual agreements for security guard services. As with earlier Master Agreements, the General Services Department is requesting that your Board authorize the General Services Purchasing staff to approve purchase orders for guard services for amounts within the departmental budgets approved by your Board and the rates established in the Master Agreement.

It is therefore RECOMMENDED that your Board:

1. Approve the attached Master Independent Contractor Agreement with First Alarm, Inc.;

2. Authorize the General Services Director to execute the agreement and to approve purchase orders in excess of $15,000 for security guard services with First Alarm, Inc., as described above.

Very truly yours,

Nancy Gordon
General Services Director

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

NG/BB/ES

cc: County Administrative Office
Auditor Controller
All County Agencies and Departments

Attachments:
RFP# 09P1-008
First Alarm's RFP Response
Contract agreement with First Alarm

Contract No. MICA-0002-10

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 1st day of July, 2010, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and First Alarm Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide and deliver security guard services in accordance with specifications of County RFP#09P1-008 and requirements of agencies and departments for the County of Santa Cruz. County RFP#09P1-008 and First Alarm's response is hereby referenced and incorporated into this agreement.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payments will reflect the terms within First Alarm's response to RFP#09P1-008, paid monthly after receiving detailed invoices and acceptance of work performed.

3. **TERM.** The term of this Contract shall be: July 1, 2010 through June 30, 2011 with annual extensions through June 30, 2014, predicated on continued approval of funding by the County Board of Supervisors and satisfactory contractor performance.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving sixty (60) 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 Contract, 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 Contract (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 Contract (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 considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes

8/24/10

of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, 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 contract, 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 be required unless 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 Contract, 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 is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract 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 $ 1 MM 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 Contract 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 Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract 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, and on behalf of, the named insured's performance under its/his/her/their contract 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:

Santa Cruz County
General Services Department
Attn: Carol Johnson
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 Contract 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: Carol Johnson
701 Ocean Street, Room 330
Santa Cruz, CA 95060

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, 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, 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 Contract 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, 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) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract 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 that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract 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 Contract for a period of not less than five (5) years after final payment under this Contract 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 Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract 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 Contract includes the following attachments:

Request for Proposal #09P1-008 and First Alarm's Response dated May 4, 2010.

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY_____BB_____.

If Item # 14 above is initialed by the COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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

1. FIRST ALARM, INC.

By: _____
SIGNED

Jarl E. Saal
PRINTED

3. COUNTY OF SANTA CRUZ

By: _____
SIGNED

Nancy Gordon
PRINTED

FIRST ALARM, INC.
1111 Estates Drive
Aptos, CA 95003

Telephone: (831)476-1111

Fax: (831)688-8518

Email: jsaal@firstalarm.com

2. APPROVED AS TO INSURANCE:

6/7/10
Risk Management

4. APPROVED AS TO FORM:

6/7/10
Asst. County Counsel

DISTRIBUTION:

- General Services
- Auditor-Controller
- Risk Management
- *Contractor*

Document1

(ON FILE WITH CLERK)

COUNTY OF SANTA CRUZ

General Services Department
Purchasing Division

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

COUNTY OF SANTA CRUZ, CALIFORNIA

Request for Proposal (RFP) #09P1-008

FOR

Security Guard Services

RFP DUE:
May 5, 2010
2:00 p.m. PDT

In the Purchasing Division of General Services
701 Ocean Street, Room 330
Third Floor
Santa Cruz, CA 95060

BUYER: Blanche Bettinger
(831) 454-2721
gsd124@co.santa-cruz.ca.us

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(ON FILE WITH CLERK)

FIRST SECURITY ALARM SERVICES

RESPONSE TO RFP #09P1-008
SECURITY GUARD SERVICES

to the

SANTA CRUZ COUNTY
GENERAL SERVICES DEPARTMENT

Prepared by

Cal Horton
chorton@firstalarm.com
1111 Estates Drive, 2nd Floor
Aptos, CA 95003

Phone: (831) 685-1110
Direct Phone: (831) 687-4240
Cellular: (831) 818-1111

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