



# County of Santa Cruz

## PLANNING DEPARTMENT

701 OCEAN STREET, 4<sup>TH</sup> FLOOR, SANTA CRUZ, CA 95060  
(831) 4543580 FAX: (831) 454-2131 TDD: (831) 454-2123

ALVIN D. JAMES, DIRECTOR

April 16, 2001

**AGENDA: May 8, 2001**

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

Dear Board Members:

**RE: Amendment to Contract for Courier Services for the Felton and Aptos Permit Centers**


The Department has an existing contract for courier service to transport plans, files, cash, checks and other documents between the Felton Permit Center and 701 Ocean Street. The attached amended agreement will increase the encumbrance amount by \$3,692 in order to 1.) increase the number of days of service to the Felton Permit Center from three to five to accommodate the expanded service hours at Felton and 2.) Initiate courier service five days per week to the new Aptos Permit Center when it opens.

Mid County Delivery Service is bonded and insured. Their rate will be \$114.40 per day for service to both centers. Until Aptos opens, the rate for Felton alone will be \$72.80 per day. Funds are available in this year's budget for this purpose.

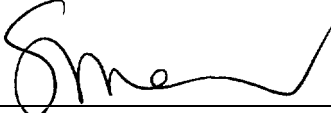
We therefore RECOMMEND that your Board:

- 1.) Approve the attached ADM-29 and contract with Mid County Delivery Service, Inc. and increase the encumbrance for 2000-01 by the amount of \$3,692 for a new total of \$11,612, and
- 2.) Place this contract on the list of Continuing Agreements for 2001-02 in Section I in the amount of \$28,500.

Sincerely,

  
Alvin D. James,  
Planning Director

RECOMMENDED:



Susan A. Mauriello, County Administrative Officer

Attachment 1: ADM-29 and Contract  
courierltr.wpd

56.1

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: PLANNING

*[Signature]* (Signature) 5/2/01 (Date)

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

1. Said agreement is between the County of Santa Cruz Planning Department (Agency)  
and, Mid County Delivery Service, Inc., 110B Vernon Street, Santa Cruz, CA 95060 (Name & Address)

2. The agreement will provide courier service to the Felton and Aptos Permit Centers

3. The agreement is needed because the County cannot provide the service

4. Period of the agreement is from May 9, 2001 to June 30, 2001

5. Anticipated cost is \$ increase of \$3,692 for a new total of \$11,612. (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: to be placed on list of continuing agreements in Section I for 2001-02 fiscal year

7. Appropriations are budgeted in 541700 (Index#) 3 6 6 5 (Subject)

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

Appropriations are available and XXXXXXX encumbered. Contract No. 02191 Date 5/2  
are not available and will be encumbered.

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

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the D Planning Director to execute the same on behalf of the Planning Department

(Agency). County Administrative Officer

Remarks: [Signature] (Analyst) B y [Signature] Date 5/10/01

Agreement approved as to form. Date \_\_\_\_\_

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

● To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ B y \_\_\_\_\_ Deputy Clerk

Contract No. 02191

**INDEPENDENT CONTRACTOR AGREEMENT**

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **COUNTY OF SANTA CRUZ**, hereinafter called COUNTY, and **MID COUNTIES DELIVERY SERVICE, INC.**, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result:

- 1.) Provide courier service five days per week between the main Planning Department office at 701 Ocean Street, Santa Cruz, CA and the Felton Permit Center at 6149 Highway 9, Felton, CA . This would require 1.) Pick-up from the Planning Department at 701 Ocean Street at 7:30 am Monday through Friday with delivery to the Felton Permit Center by 8:00 am and 2.) Pick-up from the Felton Permit Center at 5:00 pm Monday through Friday, hold overnight and deliver to the main Planning Department office at 701 Ocean Street the next morning by 7:30 am. If a holiday intervenes, pick-up and/or delivery would occur the next business day the County is open.

- 2.) Provide courier service five days per week between the main Planning Department office at 701 Ocean Street, Santa Cruz, CA and the Aptos Permit Center at 8045 Soquel Drive, Aptos, CA . This would require 1.) Pick-up from the Planning Department at 701 Ocean Street at 7:30 am Monday through Friday with delivery to the Aptos Permit Center by 8:00 am and 2.) Pick-up from the Aptos Permit Center at 5:00 pm Monday through Friday, hold overnight and deliver to the main Planning Department office at 701 Ocean Street the next morning by 7:30 am. If a holiday intervenes, pick-up and/or delivery would occur the next business day the County is open.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows:

- 1.) Thirty-Five dollars (\$35.00) per trip for two (2) morning trips per day to the Felton and Aptos Permit Centers, plus a 4% fuel surcharge (Two dollars and eighty cents (\$2.80); for a total of Seventy-two dollars and eighty cents (\$72.80) per day.

- 2.) Twenty dollars (\$20.00) per trip for two (2) afternoon trips per day to the Felton and Aptos Permit Centers, plus a 4% fuel surcharge (One dollar and sixty cents (\$1.60); for a total of Forty-one dollars and sixty cents (\$41.60) per day.

- 3.) Until both the Felton and Aptos Permit Centers are being serviced, Felton alone

will be Forty dollars (\$40.00) for each morning trip and Thirty dollars (\$30.00) for each evening trip plus a 4% fuel surcharge for a total of Seventy-two dollars and eighty cents (\$72.80) per day.

3. TERM. The term of this contract shall be: May 9, 2001 through June 30, 2002.
4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
  - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
  - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be excess of 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 of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ~~XXXX~~.

A. Types of Insurance and Minimum Limits.

- (1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the

CONTRACTOR has no employees and certifies to this fact by initialing here

\_\_\_\_\_

- (2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here ~~CA91~~\_\_\_\_\_.
- (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 \$ 1,000,000 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY CA91\_\_\_\_\_.

B. Other Insurance Provisions.

- (1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.
- (2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:  
  
"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."
- (3) All required insurance policies shall be endorsed to contain the following

clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to:

Santa Cruz County Planning Department  
Attention: Fiscal  
701 Ocean Street, Room 418  
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 Planning Department  
Attention: Fiscal  
701 Ocean Street, Room 418  
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, 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. 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 than 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"): NONE

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

1. CONTRACTOR  
Mid Counties Delivery Service, Inc.

4. COUNTY OF SANTA CRUZ

By: Charles A. Gill

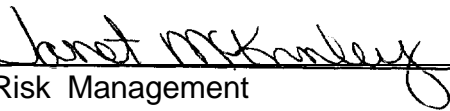
By: \_\_\_\_\_

Address: 110 B Vernon Street  
Santa Cruz, CA 95060

Telephone: 831-429-1100

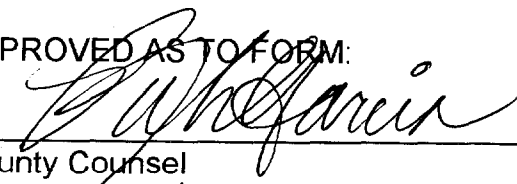


2. APPROVED AS TO INSURANCE:

By:   
Risk Management

Date: 4-27-2001

3. APPROVED AS TO FORM:

By:   
County Counsel

Date: 4.26.01

DISTRIBUTION: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Contractor