



# County of Santa Cruz

## SHERIFF - CORONER

701 OCEAN STREET, SUITE 340, SANTA CRUZ, CA 95060

(831) 454-2985 FAX: (831) 454-2353

**MARK TRACY**  
SHERIFF - CORONER

January 11, 2002

Agenda: January 29, 2002

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street, Room 510  
Santa Cruz, CA 95060

APPROVE THE CONTRACT WITH MONTEREY BAY ACADEMY dba: CAMPUS LAUNDRY  
TO PROVIDE INMATE LAUNDRY SERVICES FOR THE SHERIFF'S DETENTION FACILITIES

Dear Members of the Board:

This agreement with Campus Laundry is on the continuing agreements list for FY 2001/02. Campus Laundry provides services for inmate laundry on a regular basis for Rountree and emergency services for the Main Jail and Blaine Street.

We are requesting the approval of the attached "Independent Contractor Agreement" with Monterey Bay Academy dba: Campus Laundry in the amount not to exceed **\$47,000**.


It is therefore RECOMMENDED that your Board:

1. APPROVE the attached contract for the amount not to exceed \$47,000 with Monterey Bay Academy dba: Campus Laundry.
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract documents on behalf of the Board.

Sincerely,

  
MARK S. TRACY  
Sheriff-Coroner

Recommended:

  
SUSANA A. MAURIELLO  
County Administrator

cc: Sheriff-Coroner, Detention Bureau  
Auditor-Controller

2

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

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

FROM: Sheriff-Detention (Dept.)  
W. [Signature] (Signature) 11-27-01 (Date)

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

1. Said agreement is between the County of Santa Cruz (Agency) and Monterey Bay Academy dba: Campus Laundry, 783 San Andreas Rd., La Selva Beach, Ca 95076 (Name & Address)
2. The agreement will provide laundry services for the Sheriff's Detention Facilities.
3. The agreement is needed as the County cannot provide these services.
4. Period of the agreement is from July 1, 2001 to June 30, 2002
5. Anticipated cost is \$ 47,000 (~~Exceeds Available Budget~~; Not to exceed)
6. Section III contract (previously PO 04469)
7. Appropriations are budgeted in 

5,888	-	662300	3270
\$12,000	-	662430	3270
\$30,000	-	662500	3270

 (Index#) 3270 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 12652 Date 11/28/01  
are not available and will be encumbered.

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

Previously PO-04469  
Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the County to execute the same on behalf of the County.  
Sherriff's Office (Agency).  
County Administrative Officer  
By [Signature] Date 12/12/01  
Remarks: \$12,000 Detention - Blake  
\$30,000 - Rantree  
\$5,000 - Men's Jail (Analyst)

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\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

RECEIVED  
SANTA CRUZ COUNTY  
AUDITOR-CONTROLLER  
NOV 29 11 19 29

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and MONTEREY BAY ACADEMY, DBA: CAMPUS LAUNDRY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: Laundry Service for the Sheriff's Detention Facilities.

2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: Amount not to exceed **\$47,000**(refer P.O. #04469)

- Blaine Street Facility Laundry: \$.4441 per pound for washing, drying, folding
- Rountee Facilities: \$.2221 per pound for washing only
- Main Jail (emergency only) \$.4441 per pound for washing, drying, folding

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

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(is) 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

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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 \_\_\_\_\_

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

(3) Comprehensive 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 \$\_\_\_\_\_ combined single limit. This insurance coverage shall not be required if both the CONTRACTOR AND COUNTY acknowledge to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_.

**E. 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 my extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prim acts or tail coverage. This provision is contingent upon post agreement coverage being bath 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

5

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: Sr. 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 is owned and operated by Monterey Bay Academy (“MBA”), a private, Seventh-day Adventist boarding high school, the purpose of which is to provide young men and women with a uniquely Seventh-day Adventist educational experience. As such, MBA gives preference to members of the Seventh-day Adventist denomination in hiring and other job-related decisions in ~~mas~~ other than the operation of the CONTRACTOR. Therefore, this paragraph shall not apply to MBA in areas other than the operation of the CONTRACTOR. In addition, MBA gives preference to members of the Seventh-day Adventist denomination in selecting the top management of the CONTRACTOR. Other than as stated above, 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 for 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 nondiscrimination clause.

E. If this Agreement provides compensation in excess of \$50,000 to

27

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 noncompliance 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 CONTRACTORS 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.

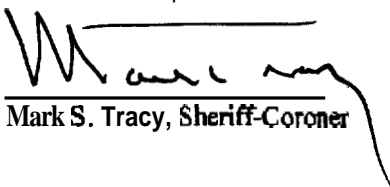
10. RETENTION AND AUDIT OF RECORDS: CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to 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: "NONE")

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

COUNTY OF SANTA CRUZ

  
Mark S. Tracy, Sheriff-Coroner

CONTRACTOR

  
Jay Kettelsen, General Manager  
783 San Andreas Rd.  
La Selva Beach, Ca. 95076

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Henry C. Oberhelman III  
County Counsel 11/16/01

Janet McKinley 11-18-2001  
Risk Management