



County of Santa Cruz⁰⁰⁵⁷

SHERIFF - CORONER

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

(831) 454-2992 FAX: (831) 454-2353

MARK TRACY
SHERIFF - CORONER

February 20, 2002

Agenda: March 5, 2002

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

APPROVE THE INDEPENDENT CONTRACT AGREEMENT WITH JOHN NORTH, DIENER SERVICES

Dear Members of the Board:

The Sheriff-Coroner has been contracting with John North for all of our diener services in conjunction with autopsies performed by this office since June 15, 1994. Mr. North performs up to 300 diener services per year. The current term of his continuing contract will expire on June 31, 2002.

The Auditor-Controller's Office has recommended to our office that when a contract is more than five year old, a new contract needs to be entered into with the participating vendor. In order to adhere to this recommendation, we will need to enter into a new contract with Mr. North for the annual amount of \$12,234.12. This contract will also be placed on the continuing agreements list for 2002/2003 as a Section III.

It is therefore RECOMMENDED that your Board:

1. APPROVE the attached Independent Contract Agreement in the amount of \$12,234.12 per year or \$1,019.51 per month;
2. AUTHORIZE the Sheriff-Coroner to execute the agreement and sign necessary contract documents on the behalf of the Board.

Sincerely,

MARK S. TRACY
Sheriff-Coroner

Recommended:

SUSAN A. MAURIELLO
County Administrator

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Sheriff-Coroner (Department)

BY: [Signature] (Signature) 2-21-02 (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.

1. Said agreement is between the Sheriff-Coroner (Department/Agency)

and John North 309 Stanford Street, Watsonville, CA 95076 (Name/Address)

2. The agreement will provide Diener Services

3. Period of the agreement is from 7/1/02 to 6/30/03

4. Anticipated Cost is \$ 12,234.12 ☐ Fixed ☐ Monthly Rate ☒ Annual Rate ☐ Not to Exceed

Remarks: _____

5. Detail: ☒ On Continuing Agreements List for FY 02 - 03, Page CC- Contract No: _____ OR ☒ 1st Time Agreement

7 Section II No Board letter required, will be listed under Item 8

☒ Section III Board letter required

7 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 66 1400 (Index) 3665 (Sub object)

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

Appropriations are available and will be encumbered.
are not

Contract No: 12724

By: [Signature]
Auditor-Controller Deputy

Date: 02/25/02

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

_____ (Dept/Agency Head) to execute on behalf of the

_____ (Department/Agency)

Date: 2/25/02

By: [Signature]
County Administrative Office

Distribution:

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

State of California
County of Santa Cruz

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by Said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Line	H/TL	Keyed By	Date
Document No.	JE Amount				

TC110

20

Auditor Description	Amount	Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of July, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JOHN NORTH, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES: CONTRACTOR agrees to exercise special skill to accomplish the following result: to perform diener services and/or specimen disposals.
2. COMPENSATION: In consideration for CONTRACTOR accomplishing said results, COUNTY agrees to pay CONTRACTOR as follows: \$1,019.51 per month to perform up to a combination of 300 diener services and/or specimen disposals per year.
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 ~~of~~ 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 CONTRACTORS 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 _____

(2) Automobile Liability Insurance for each of CONTRACTORS 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.

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. EOUAL 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 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.

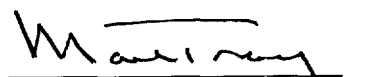
11. **PRESENTATION OF CLAIMS:** Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

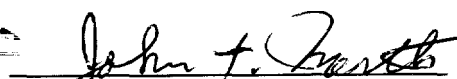
12. **ATTACHMENTS:** This Agreement includes the following attachments (identify by name or write "NONE") Amendment of comprehensive or commercial general liability insurance requirement and Amendment of automobile liability insurance requirement.

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

COUNTY OF SANTA CRUZ


CONTRACTOR

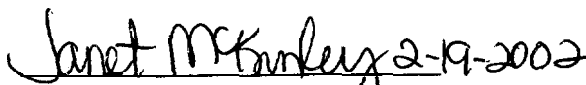

Mark S. Tracy, Sheriff-Coroner


JOHN NORTH
309 Stanford Street
Watsonville, CA 95076
831-724-4401

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:


County Counsel 2.15.02

 2-19-2002
Risk Management

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY
INSURANCE REQUIREMENT

Subparagraph 6A(3) of the contract dated July 1, 2002, by and between County of Santa Cruz (hereinafter called COUNTY) and JOHN NORTH (hereinafter called CONTRACTOR) is amended to read as follows:

/ 1. Guest Speaker Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

/ 2. Teacher, Instructor, Trainer Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

John / 3. General No Risk Waiver
CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: by exercising reasonable care in the performance of contracted duties. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective July 1, 2002.

COUNTY OF SANTA CRUZ

CONTRACTOR

W. A. ...

John T. North

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REOUIREMENT

Subparagraph 6A(2) of Contract No. _____ dated July 1, 2002, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and (hereinafter called CONTRACTOR) is amended to read as follows:

John T. Tracy Reduction in Reauiirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective July 1, 2002.

CONTRACTOR

COUNTY OF SANTA CRUZ

John T. Tracy

Mark S. Tracy
Mark S. Tracy, Sheriff-Coroner