

COUNTY OF SAN MATEO

AGREEMENT WITH INDEPENDENT CONTRACTOR Agreement No

Contractor Name and Address

Aponte Mortuary Transportation & Services
1710 Santa Lucia Avenue
San Bruno, CA 94066
650 280-4336

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: San Mateo County Coroner
Attention: Elsa Atendidio
Address: 617 Veterans Blvd., Suite 105
City, State, Zip Redwood City, CA 94063

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO Coroner. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from **8/1/02** to **7/31/05** unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed \$ **135,000.00**.
4. **Relationship of the Parties** Contractor agrees and understands that the work/services performed under this Agreement are performed as an Independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Worker's Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement.
8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.
10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to: i) termination of this Agreement; ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years; iii) liquidated damages of \$2,500 per violation; iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES

Contractor's Signature

Date

Contractor's Signature

Date

Contractor's Tax I.D. number or Social Security number:

I hereby certify that the services requested are necessary, that the selection process documentation is accurate, that all insurance certificates including Worker's Compensation are on file in this office, that Risk Management has approved any reductions in Contractor's insurance limits below \$1,000,000, and that no work will commence until this document is signed by the County Purchasing Agent. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

Jerry Hill, President, Board of Supervisors

Date

Department or Division Head Approval

Date

Budget Unit

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No
Exhibit "A"

Agreement between the County of San Mateo and Aponte Mortuary Transportation & Services

I. Description of Services to be Performed by the Contractor

The following removal services shall be performed by the contractor/vendor upon request of the County Coroner:

- a. Removal of deceased remains from location of death or other places as designated by the County: the performance of such removals shall be handled in a professional manner with due consideration given towards the family and friends of the deceased present at the time of removal.
- b. It is understood that the County Coroner's Office shall, at their sole discretion, specify when the deceased shall be pick-up and removed and may dispatch Contractor/vendor for the purpose of performing such services either by telephone or by radio through the dispatching service of the San Mateo County Communications Center. The deceased shall be transported to the County Morgue at San Mateo County General Hospital, 222 West 39th Avenue, San Mateo, California, or to other locations within the County as directed by the Coroner or his delegate.
- c. Contractor's/vendor's personnel shall, while making removals, act at all times in accordance with instructions given by the Coroner or his deputy.
- d. Contractor's/vendor's personnel shall not under any circumstances search the body of the decedent for the purpose of locating identification or property, or for any other purpose whatsoever.
- e. All remains, under normal circumstances, shall be loaded, transported and delivered face-up, arms at sides if possible.
- f. All remains shall be properly tagged with the name of the deceased before removal from the location of death.
- g. A Deputy Coroner employed by the County shall assist in the loading of the removal vehicle at the scene.
- h. If the deceased is suspected of having been exposed to or infected with a contagious disease, the remains shall be transported in a body bag and be labeled accordingly.
- i. Upon arrival at the morgue, remains shall be placed on the table if so directed by the Coroner, his Deputy or Pathology Assistant. Otherwise, the remains will be secured in the refrigerated unit as directed.

- j. The Contractor/vendor will not make a concurrent removal or call for any other person, mortuary or cemetery.

Equipment to be maintained by Contractor/Vendor

The contractor/vendor shall provide and maintain a minimum of two (2) removal vehicles in good operative order. Each vehicle shall be neat in appearance. Windows in the rear of the vehicle must be covered. Each removal vehicle shall be equipped with at least two (2) gurneys and one (1) stretcher and such accessories necessary to make each removal in a professional manner. Each vehicle shall also be equipped with at least one (1) fire extinguisher, two (2) red flares and such other equipment as may be prescribed by the Coroner. All removal vehicles and equipment must be approved and accepted by the Coroner or authorized representative before being placed into service.

Each removal vehicle shall be equipped with disaster gloves and smocks for use by the personnel of Contractor/vendor; provided, however, that County shall provide disaster bags as required in connection with the performance of removal services by Contractor/vendor hereunder.

Availability of equipment and response to calls

The Contractor/vendor shall keep removal equipment and personnel available on a twenty-four (24) hour basis and shall immediately respond to each official request for the removal of a body, and the average arrival time shall not exceed 30 minutes.

Personnel

- a. Contractor/vendor shall staff each such removal vehicle with a driver at least twenty-one (21) years of age and when requested by Coroner to furnish an extra attendant with each such removal vehicle at least eighteen (18) years of age.
- b. Driver and attendant shall appear neat and clean and shall wear clean uniforms or jackets and trousers.
- c. Driver and attendant(s) shall have no criminal convictions involving moral turpitude. Reasons for disqualification include, but are not limited to the following: addiction to the use of narcotics or the excessive use of intoxicating liquors; conviction of a felony; engagement in immoral, infamous, or disgraceful conduct; making false statements of material fact or practicing fraud or deception in connection with any test, application, or examination relating to the duties and qualifications required under this agreement.
- d. The driver of each such removal vehicle shall have passed an appropriate driver's test as prescribed by the laws of the State of California, and shall have in his/her possession a valid permit attesting to this fact.
- e. The driver of each such removal vehicle shall be physically capable of lifting and removing dead bodies irrespective of adverse and/or difficult conditions.

Contractor/vendor shall maintain all equipment in a sanitary condition according to the

standards prescribed by the Director of Public Health and Welfare or his authorized agents.

Contractor/vendor shall operate and maintain each removal vehicle in a manner, which will not endanger life or property, in accordance with all applicable laws of the State of California, County of San Mateo, and local jurisdictions.

Contractor's/vendor's removal vehicles shall not be equipped with any kind of San Mateo County emblems or decals while making removals.

Communications

- a. Contractor/vendor at his/her expense shall equip each removal vehicle with a two-way radio for communication with the San Mateo County Communications Center.
- b. Contractor/vendor shall inform the County Communications Center of the current availability status of all removal vehicles upon request of the on-duty County Coroner Investigator. In the event of emergency mechanical breakdown, or when all available equipment is in use, the Contractor/vendor shall immediately advise the person requesting service and/or the County Communications Center that he/she cannot respond.
- c. If the Contractor/vendor is unable to make an ordered removal within the above stated times or there is unreasonable delay, the Coroner or authorized representative may order the removal by other means. Nothing in this Agreement prevents the Coroner from arranging for removal by parties other than the Contractor/vendor.

Contract Administration

The Purchasing Agent or his/her properly authorized agent(s) shall administer this contract. During the performance of this contract any and all requests for changes, additions and deletions, dispute resolution, etc., shall be directed to him/her in writing.

II. Amount and Method of Payment

CALL CHARGE

PRICE

A. First 800 calls per contract period	\$70.00	each call
801 through 1,000 calls per contract period	\$70.00	each call
1,001 through 1,200 calls per contract period	\$70.00	each call
1,201 or more per contact period	\$75.00	each call
B. Call charge for second attendant	\$40.00	each call

STAND BY CHARGE

Stand by time shall begin 30 minutes after arrival at place of death. \$ -0- per hour

5 -

A separate invoice shall be issued monthly for services rendered.

Payment Terms: Net 30 days

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality within paragraph 8 and the Hold Harmless provision within paragraph 7 shall survive termination of this Agreement.

Contractor's Signature

Date

Contractor's Signature

Date

Contractor's Tax ID Number or Social Security Number:

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Aponte Mortuary Transportation & Services
Contact Person: Robin Aponte / Owner
Address: 1710 Santa Lucia Ave.
San Bruno, Calif. 94066
Phone Number: (650) 280 - 4336 Fax Number: (650) 593-5923-

II Employees

Does the Contractor have any employees? X Yes ___ No
Does the Contractor provide benefits to spouses of employees? ___ Yes X No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
No, the Contractor does not comply.
The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 05 day of June, 2002 at Belmont, Calif.
(City) (State)

Robin Aponte
Signature

Robin Aponte / Owner
Name (Please Print)

Owner
Title

Contractor Tax Identification Number

ACORD. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

07/15/02

PRODUCER

Healy & Associates Insurance Services
 69 Garland Avenue
 P.O. Box 11051
 Oakland CA 94611-
 (510) 832-6380

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.

COMPANIES AFFORDING COVERAGE

- COMPANY A Fireman's Fund, The American Insurance Company
- COMPANY B
- COMPANY C
- COMPANY D

INSURED

Aponte Mortuary Transportation Service
 1710 Santa Lucia Avenue
 San Bruno CA 94066-
 (650) 868-6848

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	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	AZC80696695	05/04/02	05/04/03	GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PRODUCTS - COMP/OP AGG \$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000
	<input checked="" type="checkbox"/> Professional Liability				EACH OCCURRENCE \$1,000,000
					FIRE DAMAGE (Any one fire) \$100,000
					MED EXP (Any one person) \$10,000
A	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO	MZA80231122	05/04/02	05/04/03	COMBINED SINGLE LIMIT \$1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				
	<input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				
	<input type="checkbox"/> UMBRELLA FORM		/ /	/ /	EACH OCCURRENCE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				AGGREGATE \$
					\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL		/ /	/ /	STATUTORY LIMITS \$
	<input type="checkbox"/> OTHER		/ /	/ /	EACH ACCIDENT \$
					DISEASE - POLICY LIMIT \$
					DISEASE - EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

2000 Ford Windstar Van; VIN# 47684, 2000 Dodge Caravan Van; VIN# 62352. Funeral Directors Professional Liability is included. Insurance coverage provided is primary. Certificate Holder is included as an Additional Insured. This certificate replaces all previously issued Certificates of Insurance, prior to 07/15/02 @ 1:00 p.m.

CERTIFICATE HOLDER

County of San Mateo and its officers, agents, employees and servants, attn: Risk Manager
 455 Country Center, 5th Floor
 Redwood City CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John J. Healy
 ACORD CORPORATION

ACORD 25-B (3/83)

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

JULY 17, 2002

POLICY NUMBER: **1702190 - 02**
CERTIFICATE EXPIRES: **7-17-03**

**COUNTY OF SAN MATEO
ATTN: RISK MANAGER, CANDY BURNS
455 COUNTY CENTER, 5TH FLOOR
REDWOOD CITY CA 94063**

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ~~15~~ ³⁰ days' advance written notice to the employer.

We will also give you ~~TEN~~ ³⁰ days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Tom Hansen
AUTHORIZED REPRESENTATIVE

K. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07/17/02 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

**ROBIN APONTE
DBA: APONTE MORTUARY TRANSPORTATION SERVICE
1710 SANTA LUCIA AVENUE
SAN BRUNO CA 94066**