

**CONTRACT FOR PROFESSIONAL SERVICES
COUNTY OF SAN LUIS OBISPO**

This Contract is entered into by and between the County of San Luis Obispo, a political subdivision of the State of California (hereafter "County"), and Pat Elliott, an individual (hereafter "Contract Employee").

WITNESSETH

WHEREAS, County has a need for special services, as more particularly described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Contract Employee is specially trained, experienced, expert, and competent to perform such special services;

NOW THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the parties agree as follows:

1. Retention of Services. County hereby engages Contract Employee to perform, and Contract Employee hereby agrees to perform for County, the services set forth on Exhibit A, attached hereto and incorporated herein by reference, all pursuant to the terms and conditions hereinafter set forth.
2. Compensation. Contract Employee shall be compensated by County for performing said services in accordance with Exhibit B, attached hereto and incorporated herein by reference.
3. Effective Date and Duration. The effective date and duration of this Contract shall be as specified on Exhibit C, attached hereto and incorporated herein by reference.
4. General Conditions. Contract Employee and County shall comply with all provisions of County's General Conditions, a copy of which is attached hereto as Exhibit D, and incorporated herein by reference.
5. Special Conditions. Contract Employee and County shall comply with the Special Conditions attached hereto as Exhibit E, and incorporated herein by reference. In the event of conflicts between the conditions of the General Conditions and the Special Conditions, the provisions of the Special Conditions shall be controlling.

IN WITNESS WHEREOF County and Contract Employee have executed this Contract on the day and year hereinabove set forth.

COUNTY OF SAN LUIS OBISPO:

The signature of the Chairperson below is authorized by action taken by the Board of Supervisors for the County of San Luis Obispo on this ____ day of October, 2012.

By: _____
Chair, Board of Supervisors

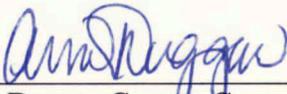
CONTRACT EMPLOYEE:

By: _____
Pat Elliott

Tax ID # Held in Confidential File

APPROVED AS TO FORM AND LEGAL EFFECT:

COUNTY COUNSEL
WARREN R. JENSEN

By: 
Deputy County Counsel

Dated: 9/25/12

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisors

CONTRACT FOR PROFESSIONAL SERVICES

EXHIBIT A – CONTRACT EMPLOYEE SCOPE OF SERVICES

1. Scope of Services.

In accordance with the provisions of the Contract, Contract Employee shall assist Sheriff's Coroner Investigators and Forensic Pathologist with a variety of tasks related to autopsies, which shall include but are not limited to:

- a. Accepting, processing, and releasing deceased persons;
- b. Preparing autopsy stations, instruments and equipment;
- c. Preparing decedents for autopsy;
- d. Following completion of autopsies, closing bodies and preparing them for return to mortuary;
- e. Lifting and transporting decedents within building by hand and/or equipment;
- f. Performing sanitation and housekeeping in the examining room and morgue;
- g. Transporting decedents both to and from mortuaries in a County vehicle; and
- h. Other related work as required.

2. Hours of Service.

Contract Employee is to provide services described in paragraph 1 above, authorized by the Sheriff or his designee. The hours worked in any capacity are to be mutually agreed upon by both the Contract Employee and Sheriff or his designee.

3. Office Space.

County will provide necessary space for Contract Employee for the performance of the professional services under the Contract.

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EXHIBIT B – CONTRACT EMPLOYEE COMPENSATION

1. Compensation.

Payments for services rendered by Contract Employee pursuant to this Contract shall be at the rate of nineteen (\$19.00) dollars per hour. County shall pay Contract Employee within the regularly scheduled biweekly cycle for County employees.

2. Billing and Payment Procedure.

Contract Employee shall submit to the County, on a weekly basis, a statement of dates and numbers of hours of hourly services. Contract Employee shall not bill any person or entity other than the County for any professional services performed pursuant to this Contract. All billings and collections for such services will be the sole responsibility of the County. All funds collected by Contractor with respect to services provided within the purview of the Contract shall be the exclusive property of County, and the sole compensation due Contract Employee shall be as hereinabove provided.

3. Withholding from Contract Employee's Compensation.

Considering Contract Employee's status as a Contract Employee of the County, Contract Employee and County shall make the following payments for the following purposes:

- a. County shall withhold from Contract Employee and pay to the United States Internal Revenue Service and the California Franchise Tax Board those amounts of federal and state withholding taxes that County would be obligated to withhold and pay if Contract Employee were a civil service employee of County. Contract Employee's compensation shall be reported at the end of the year on Form W-2.
- b. County shall withhold from Contract Employee and pay to the appropriate federal agency those amounts that County would be obliged to withhold and pay under the Federal Insurance Contributions Act (FICA) as Contract Employee is in the status of a Contract Employee with the County. County shall also pay to the appropriate federal agency those amounts that County is obligated to pay as an employer under FICA, the same as if Contract Employee were a civil service employee of the County.
- c. County shall pay to the appropriate federal agency those amounts that County would be obligated to pay as an employer under the Federal Employment Tax Act, the same as if Contract Employee were a civil service employee of County.
- d. County shall, at its sole expense, provide Worker's Compensation coverage with respect to Contract Employee's services under this Contract.
- e. County defines the total payable under the terms of this Contract to be payment in full for all services provided hereunder.

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EXHIBIT C – CONTRACT EMPLOYEE TERM OF CONTRACT

1. Effective Date.

Contract shall be effective as of the date this Contract is signed by the Board of Supervisors for the County of San Luis Obispo, and County shall be the last to sign.

2. Service Date.

Services shall commence on or after October _____, 2012 and shall continue through the duration date of this contract.

3. Duration Date.

This Contract shall remain in effect from the effective date stated above until June 30, 2014.