

CREATION: 082901  
 SOURCE : PUBWK  
 AGENDATE: 091101  
 INVENUM : 49650  
 RESOLUTN:  
 ORDINANC:  
 CONTRACT: 011380  
 CONTINUE:

- INDEX -Letter of Public Works Department dated August 29, 2001  
 .Independent Contractor Agreement  
 .Scope of Work  
 .Ecology Action Budget  
 .Certificate of Liability Insurance  
 -Letter of Public Works  
 -Certificate of Liability Insurance  
 -Contract No. 10061, 11380

ITEM 043. APPROVED independent contractor agreements to carry out motor oil recycling and public awareness services with Ecology Action of Santa Cruz for a not-to-exceed amount of \$30,000 and with the Santa Cruz Port District for a not-to-exceed amount of \$11,000; and authorized the Director of Public Works to sign the agreements on behalf of the County, as recommended by the Director or Public Works



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

**APPROVED AND FILED  
BOARD OF SUPERVISORS**

DATE: *9/11/01*  
COUNTY OF SANTA CRUZ  
SUSAN A. MAURIELLO  
EX-OFFICIO CLERK OF THE BOARD

AGENDA: SEPTEMBER 11, 2001

August 29, 2001

BY: *Susan Mauriello*  
DEPUTY  
SANTA CRUZ COUNTY BOARD OF SUPERVISORS  
701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: USED OIL RECYCLING BLOCK GRANT PROGRAM CONTRACTS

Members of the Board:

Under the direction of your Board, County staff has coordinated the Santa Cruz County Regional Oil Recycling Program on behalf of the County and the cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville since 1994, The Public Works Director has, on an annual basis, secured block grant funding from the California Integrated Waste Management Board (CIWMB) under the Used Oil Recycling Enhancement Act and negotiated contracts and amendments with vendors to carry out various aspects of the regional oil recycling program. On August 11, 2001, the CIWMB approved the application submitted by Public Works for the next annual block grant cycle in the amount of \$84,201.

The oil recycling program will be continued during the 2001/02 fiscal year, as in past years, with the assistance of several contractors. The agreements with these contractors have been or will be renewed or amended with minor changes. New contracts with terms coinciding with the current fiscal year have been negotiated with two of the contractors, Ecology Action of Santa Cruz and the Santa Cruz Port District. These agreements are attached for your approval.

Under the new Ecology Action agreement, the contractor will provide a wide range of public awareness services to promote used oil recycling, including updating literature, conducting public and school presentations, and coordinating newspaper and electronic media advertising. The Scope of Work has been revised to detail the varied services the contractor will perform during the coming year.

The agreement with the Santa Cruz Port District provides financial assistance for the used oil component of its comprehensive recycling program at the Santa Cruz Harbor. In the last fiscal year, the Port District collected and properly recycled 5,590 gallons of used oil and 2,100 oil filters from small craft boaters using the harbor. The program is unchanged from last year.

The overall success of this oil recycling program which your Board has supported over the years is summarized in the attached table. This spreadsheet shows increasing quantities of used oil and filters collected throughout the county over the past several years. We believe that the significant increases year-to-year indicate the effectiveness of our outreach efforts and a reduction in improperly disposed oil and filters.

The not-to-exceed costs for the contracts are \$30,000 for Ecology Action and \$11,000 for the Santa Cruz Port District. Sufficient funds are available in Public Works' Oil Recycling Grant Budget for this purpose.

It is therefore recommended that the Board of Supervisors take the following actions:

1. Approve independent contractor agreements to carry out motor oil recycling and public awareness services with Ecology Action of Santa Cruz for a not-to-exceed amount of \$30,000, and with the Santa Cruz Port District for a not-to-exceed amount of \$11,000.
2. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,

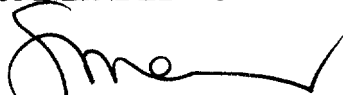


For THOMAS L. BOLICH  
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works Department

UORB

USED OIL & FILTER QUANTITIES RECYCLED — PUBLIC COLLECTION

SANTA CRUZ COUNTY

Program	Total 00-01		Total 99-00		Total 98-99		Total 97-98		Total 96-97	
	Oil gal.	Filters	Oil gal.	Filters	Oil gal.	Filters	Oil gal.	Filters	Oil gal.	Filters
<b>CURBSIDE RECYCLING PROGRAMS</b>										
County Curbside (1)	16,800	3,450	11,255	3,750	12,180	4,200				
Santa Cruz City Curbside	3,451	951	4,184	886	4,264	977				
Capitola Curbside (1)	0	0	0	0	0	0				
Scotts Valley Curbside (1)	0	0	0	0	0	0				
Watsonville Curbside	6,675	2,800	7,201	2,100	8,700	2,800				
<b>Subtotal</b>	<b>26,926</b>	<b>7,201</b>	<b>22,640</b>	<b>6,736</b>	<b>25,144</b>	<b>7,977</b>	<b>23,598</b>	<b>6,353</b>	<b>24,693</b>	<b>4,565</b>
<b>Gallons/Filter</b>	<b>3.7</b>		<b>3.4</b>		<b>3.2</b>		<b>3.7</b>		<b>5.1</b>	
<b>DROP-OFF RECYCLING CENTERS</b>										
Bayside Oil	1,965	167	2,899	340	3,894	634				
Buena Vista Landfill	31,805	6,300	27,470	3,750	22,950	6,750				
Ben Lomond Transfer Station	16,238	2,625	14,165	4,350	13,190	2,850				
Dimeo Lane	6,094	1,849	6,461	1,914	5,726	1,823				
Santa Cruz Harbor	5,590	2,100	5,530	3,500	6,545	3,150				
<b>Subtotal</b>	<b>61,692</b>	<b>13,041</b>	<b>56,525</b>	<b>13,854</b>	<b>52,305</b>	<b>15,207</b>	<b>39,315</b>	<b>9,345</b>	<b>33,840</b>	<b>6,513</b>
<b>Gallons/Filter</b>	<b>4.7</b>		<b>4.1</b>		<b>3.4</b>		<b>4.2</b>		<b>5.2</b>	
<b>CERTIFIED OIL COLLECTION CENTERS</b>										
Kragen Capitola	8,785	1,050	7,720	1,320	6,850	1,320				
Kragen Santa Cruz	5,775	750	5,800	1,410	4,535	450				
Kragen Scotts Valley	2,900	600	2,725	600	3,785	750				
Kragen Freedom	8,853	1,200	6,400	210	4,785	150				
Kragen Watsonville	5,950	420	2,875	630	3,600	150				
AutoZone Watsonville	800	0								
Other Certified Centers (2)	1,360	614	1,344	160						
<b>Subtotal</b>	<b>34,423</b>	<b>4,634</b>	<b>26,864</b>	<b>4,330</b>	<b>23,555</b>	<b>2,820</b>	<b>23,359</b>	<b>1,650</b>	<b>12,490</b>	<b>354</b>
<b>Gallons/Filter</b>	<b>7.4</b>		<b>6.2</b>		<b>8.4</b>		<b>14.2</b>		<b>35.3</b>	
<b>TOTALS</b>	<b>123,041</b>	<b>24,876</b>	<b>106,029</b>	<b>24,920</b>	<b>101,004</b>	<b>26,004</b>	<b>86,272</b>	<b>17,348</b>	<b>71,023</b>	<b>11,432</b>
<b>Gallons/Filter</b>	<b>4.9</b>		<b>4.3</b>		<b>3.9</b>		<b>5.0</b>		<b>6.2</b>	

Notes:

(1) Curbside quantities for Cities of Capitola and Scotts Valley are reported combined with unincorporated county.

(2) Average quantities for 8 Other Certified Centers projected from intermittently maintained log sheets. Historically, quantities have been small.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0241

0230

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

FROM: PUBLIC WORKS (Dept.)  
[Signature] (Signature) 8-27-01 (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)  
ECOLOGY ACTION OF SANTA CRUZ  
and P. O. Box 1188, Santa Cruz, CA 95061 (Name & Address)

2. The agreement will provide motor oil recycling and public awareness services

3. The agreement is needed because the work can be handled most expeditiously by contract.

4. Period of the agreement is from July 1, 2001 to June 30, 2002

5. Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$30,000; 7% Overhead \$2,100; Total \$32,100

7. Appropriations are budgeted in 51045  
625110 ! ~~XXXX~~ ! 3665 ! (Index#) 3590 (Subsubject);

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

Appropriations (are) available and have been encumbered. Contract No. 51045 Date 8/28/01  
are not available and will be encumbered. 10060  
GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

SECTION III CONTRACT AGREEMENT

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

Public Works (Agency).

Remarks: \_\_\_\_\_ (Analyst)

By [Signature] County Administrative Officer Date 8/31/01

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

JS:bs

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

\*To Orig. Dept. if rejected.

ADM - 29 (8/95)

State of California )  
County of Santa Cruz ) ss  
Susan A. Mauriello  
Deputy 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 9/11/2001  
By [Signature] County Administrative Officer  
Deputy Clerk

43

Contract No. 10061INDEPENDENT CONTRACTOR AGREEMENT

**THIS CONTRACT** is entered into this 11th day of September, 2001 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: PUBLIC AWARENESS SERVICES TO PROMOTE USED MOTOR OIL RECYCLING, AS DESCRIBED IN SCOPE OF WORK.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$30,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. **TERM.** The term of this contract shall be: **JULY 1, 2001 TO 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 a 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 \_\_\_\_\_/\_\_\_\_\_

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 WJ/TB

(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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY WJ/TB

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 CNZ, 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:  
 DAN deGRASSI  
 DEPARTMENT **OF** PUBLIC WORKS  
 701 OCEAN STREET, ROOM 410  
 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:

DAN deGRASSI  
 DEPARTMENT **OF** PUBLIC WORKS  
 701 OCEAN STREET, ROOM 410  
 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, religion, national **origin**, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status 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, 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, pregnancy, sex, sexual orientation, age (over 18), veteran status, 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 40 12) 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 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. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following..

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in **all** reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

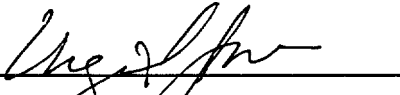
15. ATTACHMENTS. This Agreement includes the following attachments (identify by **name** or write: SCOPE OF WORK

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

COUNTY OF SANTA CRUZ

By:   
Director of Public Works

CONTRACTOR  
ECOLOGY ACTION OF SANTA CRUZ

By: 

Address: P.O. BOX 1188  
SANTA CRUZ, CA 95061

Telephone: (831) 426-5925

FAX: (831) 425-5925

E-MAIL g.johnson@ecoact.org

APPROVED AS TO FORM:

By:  8-27-01  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

**Ecology Action Scope of Work  
Motor Oil Recycling Block Grant Program  
Fiscal Year 2001/2002**

0234

**A. Newspaper Advertising:**

Update and implement newspaper display ad placement schedule for an entire calendar year, with the approval of County staff. Create and format or locate from other jurisdictions a new camera ready newspaper advertisement, which will be proposed to County staff for placement in the next calendar year. The ad campaigns will include English and Spanish language versions of ads, each run 12 times per year in publications with appropriate audiences, as approved by County staff. Implementation will begin at the beginning of the fiscal year with ads placed seasonally (4 placements each for English and Spanish ads during 3 placement rounds per year).

**B. Radio & TV Advertising, Including PSA's:**

Coordinate with outside advertisement consultants or the Central Coast Recycling Media Coalition staff to place radio and/or TV ads seasonally promoting motor oil recycling, with 50% of the budget allocated to reach Spanish-speaking community residents. Ads will be coordinated regionally with other county and municipal partners. Meet as needed with ad agency representative and/or regional committee members to discuss the ad campaign, evaluate effectiveness, and consider changes. Develop and distribute 2 Public Service Announcements during year. Ecology Action may provide content for press releases to County staff, who will release them through usual media channels.

**C. Community Presentations, Special Events, School Program:**

Coordinate attendance at a minimum of 20 community events and high school presentations to promote motor oil recycling. Staff hours will include preparation time, travel time, display assembly and tear-down, and staff time at each event. At the larger and most oil-appropriate events, Ecology Action will staff the booth with 2 staff members to most effectively reach a large number of event attendees and maximize the value of booth activities. Ecology Action will endeavor to use volunteers (no charge) or interns (lower charge) to staff these events to minimize costs to the County.

- 1) **Table Display Events:** Conduct a minimum of 10 presentations to the target promotion audience of "do-it-yourself" oil changers. Promotion will take place in front of cooperating retail outlets throughout the County.
- 2) **High School Presentations:** Offer in-class presentations to auto shop high school classes throughout the County. Include the following high schools in the offer: Santa Cruz, Watsonville, and students from Aptos, Soquel and SLV HS attending shop class at Watsonville or Santa Cruz HS. As the teachers confirm interest, Ecology Action will schedule a minimum of 3 and to 6 classroom presentations (3 per school) in this category.
- 3) **Highly Attended Special Events:** Special events will be staffed to promote oil recycling and the use of re-refined motor oil during the Fiscal Year. The schedule will include events in all geographic areas of the county and those which attract a higher percentage of "do-it-yourself" oil changers. The 7 events from the list below will be attended. At some events, oil recycling will be promoted in conjunction with other promotions (1/2 booth). This schedule may be modified by consent of County. Proposed additional or alternate events are listed in the second table.

**Baseline Event Schedule:**

Date and Location	Event Type	Name of Event	Oil Onl	tvent Status?	No. Staff
July Watsonville	General	4 <sup>th</sup> of July	Y	1-ull booth	1
July Scotts Valley	Auto	"Cops and Hodders"	Y	Full Booth	1
September Santa Cruz	General	Shark I-est	N	Full booth	2
May Watsonville	General	Cinco de Mayo	Y	Full booth	2
May Boulder Creek	Auto	BC Art & Wine Festival	Y	Full booth	1
May Watsonville	General	Dia de los Ninos	Y	Full booth	2
June Santa Cruz	Auto	Woodies on the Wharf	v	Full booth	2

**Additional or alternate events conducted based on staffing resources:**

All Year	Santa Cruz	General	Flea Market	Y	Full Booth	1
All Summer	Watsonville	Auto	Koad Angels "Back in time"	Y	Full Booth	1
All Summer	Scotts Valley	Auto	Nostalgia Night	Y	Full Booth	1
All Summer	Santa Cruz	Auto	Santa Cruz Kedliners	Y	Full Booth	1
July	Watsonville	Auto	Peace Officer's Road Show	Y	Full Booth	1
August	Santa Cruz	P2	Clean Water Day	Y	Full booth	2
September	Santa Cruz	Auto	Thunderbirds on the wharf	Y	Full booth	1
September	Santa Cruz	P2	Commute Solutions Fair	Y	Full booth	1
October	Santa Cruz	Auto	Hot Kods at the Beach	Y	Full Booth	1
March	Scotts Valley	General	Gym Jam	N	1/2 booth	1
April	Santa Cruz	General	Home and Garden Show	N	1/2 booth	1
April	Santa Cruz	P2	Earth Day	N	Full booth	2
May	Felton	P2	Felton Remember Parade	Y	Full booth	1
May	Santa Cruz	General	The Human Race	N	1/2 booth	1
May	Watsonville	Auto	Elk's Horn & Shine Car Show	Y	Full Booth	1
June	Santa Cruz	Auto	Quality Auto Car Party	Y	Full Booth	1

**D. Update Promotional Materials:**

As requested by County staff, format and publish updated point of a purchase tear off sheets, POP backing stands, used oil container labels, and other promotional materials on oil recycling services.

**E. Point of Purchase (POP) Displays:**

Maintain the existing point of sale displays at retail stores and place new point of sale displays as requested or needed!

- 1) Develop and maintain a working relationship with at least one key staff member at each point of purchase retail store.
- 2) Make contact with each point of purchase store each quarter, alternating between an in-person visit and a phone inquiry. During unannounced visits, Ecology Action will evaluate condition, visibility, general appearance, public accessibility, customer interest, and general effectiveness of POP program. These visits will also include personal interaction with key store staff members. During the phone inquiry for each display, Ecology Action staff will inquire about re-supplying tear-off sheets and general feedback on program success. Re-supply display materials on an ongoing basis as requested by retail stores.
- 3) Store Appreciation – Participating centers may be featured in the PSAs described above (Item B.). Additionally, Ecology Action will work with County staff to develop an award, signed by the Cities and County elected bodies, appreciating the work of the certified centers. In person presentations will be organized where staff time and elected official availability allow.

**F. Project Planning and Evaluation:****1) Project Planning and Research/Training:**

Work within team and with County staff to plan implementation and evolution of program. Complete a specific annual calendar of tasks and deadlines in the first quarter for Ecology Action and County ongoing use. This plan will be reviewed quarterly with County staff for accuracy, communication and planning purposes.

**2) Reports, Management and Evaluations:**

- 2.1. Information to be included in monthly invoices:
  - (a) Consultant hours that month per workplan activity and per staff position classification, year to date hours and cost, total budgeted hours and cost, and itemization of work performed.
  - (b) Receipts for material expenses.
- 2.2. Information to be included in quarterly progress reports:
  - (a) Sample of actual newspaper ads and articles published in local papers and newsletters.
  - (b) Sample of press packets and releases developed and distributed.
  - (c) Sample of any publications updated.

- (d) POP displays maintained or newly placed, including name, address and phone number of retail stores, staff contact, date visited or phoned, POP evaluation sheet.
- (e) Date, name, location and number of attendees of each community event.
- (f) Radio and TV ad air time dates and content, with brief summary of periodic monitoring meetings.
- (g) Documentation required by the CIWMB.

2.3. Evaluation Methods:

- (a) Coordinate program review as needed by advisory board for project area. Advisory board membership to include appropriate staff members from each jurisdiction within the County of Santa Cruz participating in this program..
- (b) A written annual evaluative report on all workplan areas due by 7/31/02

2.4. Quality Control and Management Oversight of Project:

- (a) Quality control and oversight of project staff and implementation by Ecology Action management (P2 Team Manager, Deputy Director and Executive Director) to ensure project is appropriately implemented, stays on budget and on timeframe, and address problem areas with staff and County contract manager.

**Ecology Action Budget**  
*Motor Oil Recycling Block Grant Program*  
*Fiscal Year 2001/2002*

*Staff Hours*

<b>Category</b>	<b>Total Hours</b>	<b>Total Cost @ \$40/hr average</b>
A. Newspaper Ads	40	\$1,600
B. Radio and TV Ads	20	\$800
C. Community Events and School Program	300	\$12,000
D. Update Promotional Materials	30	\$1,200
E. Point of Purchase Displays	70	\$2,800
F. Program Planning and Evaluation	110	\$4,400
<b>TOTAL STAFF COSTS</b>		<b>\$22,800.00</b>

*Material Expense*

<b>Category</b>	<b>Total Cost</b>
B. Newspaper Ads	\$500
C. Radio and TV Ads	\$6,000
D. Community Events and School Program (mileage, promo items)	\$400
E. Update Promotional Materials	\$300
<b>TOTAL MATERIALS COST</b>	<b>\$7,200.00</b>

<b>TOTAL STAFF AND MATERIALS COST NO I TO EXCEED</b>	<b>\$30,000</b>
--	-----------------

*Hours and materials budgets are for planning purposes only and may be adjusted throughout the contract period by mutual consent of County Contract Manager and Ecology Action in order to complete the tasks specified in the Scope of Work.*

*Staff time will be billed based on actual hours worked as reported in invoices, at the rate outlined in the approved Ecology Action rate sheet.*

**Rate Sheet for Fiscal Year 2001/02**

<u>Position Level</u>	<u>.Whoat Ecology Action</u>	<u>Hourly Rate</u>
Interns (paid)	Varies	\$12.00
Entry Level	Aaron Glade (limited bilingual)	\$35.00
Line Staff	Melissa Meng (limited bilingual) Barnaby Stamm Amarelli Soto (bilingual) Nisha Chauhan	\$40.00
Lead Line Staff	Jenn Bozzuto (bilingual) Anna Hirst Victor Aguiar (limited bilingual)	\$45.00
Project Managers	Collette Streight (bilingual) Kirsten Liske	\$55.00
Business Manager	Evan Parker (bilingual)	\$60.00
Deputy Director	Mahlon Aldridge	\$60.00
Executive Director	Virginia Johnson	\$75.00

# ACORD CERTIFICATE OF LIABILITY INSURANCE

09

PRODUCER (831)426-2090 FAX (831)423-0641

Wm. W. Kelly & Co., Inc.  
211 River Street  
F. O. Box 1702  
Santa Cruz, CA 95061

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 DESCRIBED HEREIN.

### COMPANIES AFFORDING COVERAGE

COMPANY A Charity First 0246  
COMPANY B  
COMPANY C  
COMPANY D

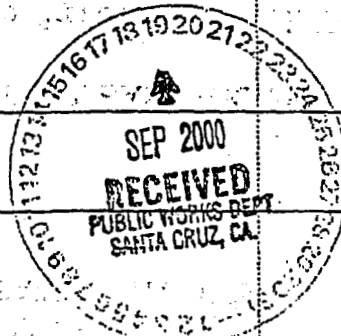
*D&G Recd CF*

Attn: Ecology Action of Santa Cruz  
P.O. Box 1188  
Santa Cruz, CA 95061-1188

### 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, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES (WHICH ARE SHOWN) MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	810-956Y3028-TCT-00	09/15/2000	09/15/2001	GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMPROP AGG \$ 2,000 PERSONAL & ADV INJURY \$ 1,000 EACH OCCURRENCE \$ 1,000 FIRE DAMAGE (Any one fire) \$ 5 MED EXP (Any one person) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X-660-455X4024-TCT-00	09/15/2000	09/15/2001	COMBINED SINGLE LIMIT \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				W/C STATUTORY LIMITS: \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				



### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Santa Cruz, it's officials, employees, agents and volunteers are added as Additional Insured as respects the operations and activiries of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz.

### CERTIFICATE HOLDER

County of Santa Cruz  
Attn: Dan deGrassi & Jeffrey Smedberg  
Department of Public Works  
701 Ocean Street  
Santa Cruz, CA 95060

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL PROVIDE 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE COMPANY TO WHICH SUCH POLICIES ARE ISSUED.

AUTHORIZED REPRESENTATIVE

*[Signature]*  
ACORD CORP.

48





# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(831) 464-2160 FAX (831) 454-2386 TDD (831) 464-2123

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

UNIVERSITY OF CALIFORNIA BERKELEY  
INSTITUTE OF TRANSPORTATION STUDIES  
Technology Transfer Program  
1355 South 46<sup>th</sup> Street  
Richmond, CA 94804-4603

SUBJECT: ITS COURSE - TE-02, BASIC TRAFFIC SIGNAL DESIGN

This letter is to confirm that Compton I. Vester, employee of the Santa Cruz County Public Works Department, is authorized to enroll in the ITS course, "TE - 02, Basic Traffic Signal Design," to be held October 2 - 4, 2001, at the Santa Clara Holiday Inn. Payment will be made by County purchase order.

Yours truly,

THOMAS L. BOLICH  
Director of Public Works

By:

Bill Williamson  
Senior Civil Engineer

CIV:abc

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
10/31/2000

PRODUCER (831)426-2090 FAX (831)423-0641

Wm. W. Kelly & Co., Inc.  
211 River Street  
P. O. Box 1702  
Santa Cruz, CA 95061  
Attn: Jim Wilson

Ext:

INSURED  
Ecology Action of Santa Cruz  
P.O. Box 1188  
Santa Cruz, CA 95061-1188

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 Charity First  
COMPANY B  
COMPANY C  
COMPANY D

*CF JS Acct*

NOV 2000  
RECEIVED  
PUBLIC WORKS DEPT  
SANTA CRUZ, CA

### 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
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNERS & CONTRACTORS PROT				GENERAL AGGREGATE \$ 5 PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MEDEXP (Any one person) \$
	AUTOMOBILE LIABILITY ANYAUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 5 PROPERTY DAMAGE \$
	GAUGE LIABILITY ANYAUTO				AUTO ONLY, EA ACCIDENT \$ 5 OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: OT HER	C001480401	11/01/2000	11/01/2001	WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
10 day notice for non-payment of premium.

### CERTIFICATE HOLDER

County of Santa Cruz  
Attn: Jeffrey Smedberg  
Department of Public Works  
701 Ocean Street Room 410  
Santa Cruz, CA 95060

### 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

*Jim Wilson*

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0250

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

FROM: PUBLIC WORKS (Dept.)  
[Signature] (Signature) 8-27-01 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
SANTA CRUZ PORT DISTRICT  
and 135 5th Avenue, Santa Cruz, CA 95062 (Name & Address)
- The agreement will provide motor oil recycling and public awareness services
- The agreement is needed because the work can be handled most expeditiously by contract.
- Period of the agreement is from July 1, 2001 to June 30, 2002
- Anticipated cost is \$ 11,000 (Fixed amount; Monthly rate; Not to exceed:)
- Remarks: Contract \$11,000; 7% Overhead \$770; Total \$11,770
- Appropriations are budgeted in 625110 ! 51045 ! 3665 ! (Index#) 3590 (Subsubject)

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

Appropriations are available and will be encumbered. Contract No. 11380 Date 8/28/01  
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 Director of Public Works to execute the same on behalf of the Department of Public Works (Agency).

Remarks: \_\_\_\_\_ (Analyst) By [Signature] County Administrative Officer Date 8/31/01

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

JS:bs

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

\*To Orig. Dept. if rejected.

43 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
Susan A. Mancini 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 9/11/2001  
By [Signature] County Administrative Officer  
Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 11th day of September 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SANTA CRUZ PORT DISTRICT hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES, AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$1 1,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: JULY 1, 2001 TO **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 a 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 \_\_\_\_\_ / \_\_\_\_\_

9/11/01  
43

A. Types of Insurance and Minimum Limits

0243

(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 \_\_\_\_\_/\_\_\_\_\_.

(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 \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY \_\_\_\_\_/\_\_\_\_\_.

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: 0244

DAN deGRASSI  
DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
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:

DAN deGRASSI  
DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
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, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status 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, 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, pregnancy, sex, sexual orientation, age (over 18), veteran status, 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 report 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. 0245

(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 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. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Sect . 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. 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.

13. 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.

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. ATTACHMENTS. This Agreement includes the following attachments: SCOPE OF WORK

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

COUNTY OF SANTA CRUZ

By: [Signature]  
Director of Public Works

CONTRACTOR  
SANTA CRUZ PORT DISTRICT

By: [Signature]

Address: 135 5<sup>TH</sup> AVENUE  
SANTA CRUZ, CA 95062

Telephone: (831) 475-6161

FAX: (831) 475-9558

E-MAIL Scpd@ santacruzharbor.org

APPROVED AS TO FORM:

By: [Signature]  
Chief Assistant County Counsel

DdG:abc

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works



Contract No. \_\_\_\_\_

### SCOPE OF WORK

Project: Santa Cruz County Regional Oil Recycling Program

Contractor: Santa Cruz Port District

1. Contractor will perform motor oil recycling and public awareness services, including the collection of used motor oil and used motor oil filters for recycling from the public at no charge as a component of its recycling program at the Santa Cruz Harbor, and other activities to enhance motor oil recycling, as approved by the County.

2. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the California Integrated Waste Management Board under its Used Oil Recycling Block Grant program, within the maximum amount of this Agreement for the following expenditures:

A. Personnel expenditures specific to the maintenance of used oil collection stations and handling of used motor oil and oil filters for recycling in the Contractor's recycling program, at a labor and benefit rate not to exceed \$26.00 per hour.

B. Expenditures specific to the handling and disposal of used motor oil and oil filters collected for recycling in the Contractor's recycling program.

C. Expenditures related to other oil recycling activities and related public awareness services approved by the County.

3. Supporting documentation must be included with Contractor's payment requests (i.e., receipts, invoices, canceled checks, and personnel expenditure summary). Supporting documents must contain sufficient information to establish that purchases made or costs incurred are eligible for payment. Personnel expenditures must be computed on actual time spent on grant related activities and actual costs. Documentation must include the quantity of used oil and number of used oil filters collected, dates of collection, and evidence they were recycled such as a bill of lading or manifest.

oil\contract\port01.scf

135 5<sup>th</sup> Avenue  
Santa Cruz, CA 95062  
(831) 475-6161

**Santa Cruz Port District**

0248

# Fax

**To:** Jeff Smedberg, County of Santa Cruz      **From:** Rick Smith

---

**Fax:** 454-2385      **Pages:** 1

---

**Phone:**      **Date:** August 17, 2001

---

**Re:** Workers' Compensation      **CC:**

---

Urgent     For Review     Please Comment     Please Reply     Please Recycle

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## ● Comments:

This will confirm the Port District's program for workers' compensation. We are part of a joint powers association (JPA) with other California special districts. The JPA is self-insured and obtains re-insurance through private sector insurance companies.

The contact for the Special District Workers' Compensation Authority is:

David McMurchie  
1030 15<sup>th</sup> Street  
Sacramento, CA 95814  
(916)443-1030

If you need any further information, please call.



Liability insurance certificate  
on its way