

CLERK OF THE
BOARD OF SUPERVISORS



COUNTY OF SANTA CRUZ

21

GOVERNMENTAL CENTER

701 OCEAN STREET - Room 500
SANTA CRUZ, CALIFORNIA 95060
(408) 454-2323

AGENDA date: May 19, 1998

May 4, 1998

BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, CA 95060

1997/98 CONTINUING CONTRACTS

Dear Board Members:

In order to comply with Section 300 of the County's Procedures Manual, Title I - Finance and Accounting, as adopted by your Board on September 15, 1992, and recommendations approved in adopting the 1997/98 Continuing Agreements List, it is necessary to notify your Board of the execution of contracts included in the Continuing Agreements List which were approved during the 1997/98 Budget Hearings.

Attached is a list of continuing agreement contracts which have been executed and received by the Clerk of the Board during the period of May 4, 1998 through May 15, 1998. The contracts are on file in this office.

IT IS THEREFORE RECOMMENDED that your Board accept and file notification of continuing contracts that have been executed, as shown on the attached list.

Very truly yours,

Susan M. Rozario
Chief Deputy
Clerk of the Board

RECOMMENDED:

County Administrative Officer

AGENDA OF MAY 19, 1998

<u>DEPARTMENT</u> <u>BUDGET UNIT NO./CONTRACT</u>		<u>CONTRACTOR</u>	<u>AMOUNT</u>
<u>PUBLIC WORKS</u>			
625110/3590	70057	City of Santa Cruz	\$10,000

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 60057 to provide used motor oil recycling and public awareness services, dated October 22, 1996, by and between the COUNTY OF SANTA CRUZ and the CITY OF SANTA CRUZ by extending the term of the contract to June 30, 1998, and by amending the not-to-exceed amount of compensation to be \$10,000.

All other provisions of said contract shall remain the same.

Dated: 4/29/98

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

By: 

Director of Public Works

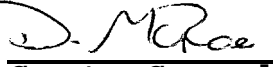
CONTRACTOR:
CITY OF SANTA CRUZ

By: 

Address: 809 Center Street
Santa Cruz, CA 95060

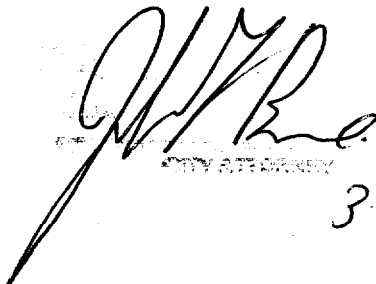
Telephone: 429-3164

Approved as to form:

 5-4-98
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Contractor

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CITY ATTORNEY
3-6-98

INDEPENDENT CONTRACTOR AGREEMENT
TO RECYCLE USED MOTOR OIL
City of Santa Cruz

THIS CONTRACT is entered into this 22 day of October, 1996 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the City of Santa Cruz hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide used motor oil recycling and public awareness services per attached Additional Conditions Exhibit "A".

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$14,000.00.

3 : TERM. The term of this contract shall be: July 1, 1996 to June 30, 1997.

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.

A. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CONTRACTOR under or in connection with any work, authority or jurisdiction delegated to CONTRACTOR under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CONTRACTOR shall defend, indemnify and save harmless COUNTY from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CONTRACTOR under or in connection with any work, authority or jurisdiction delegated to CONTRACTOR under his Agreement.

B. Neither CONTRACTOR nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall defend, indemnify and save harmless CONTRACTOR from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any work, authority or jurisdiction delegated to COUNTY under his Agreement.

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 or self-insurance maintained by County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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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 amount.

(2) CONTRACTOR certifies that as a public entity it is self insured for risks typically associated with Comprehensive General and Auto Liability coverage. The General Liability coverage would apply to any professional Liability of the CONTRACTOR's employees acting within the course and scope of their employment.

Section 990 of the Government Code of the State of California authorizes local public entities to insure these risks and Section 950.4 provides that self insurance is one of the acceptable forms of such insurance.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees to be an equal opportunity employer in accordance with Federal, State and Local laws.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY 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.

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. ATTACHMENTS. This Agreement includes the following attachments: Additional Conditions Exhibit "A."

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

1. CONTRACTOR
City of Santa Cruz

By: 

Address: 809 Center Street
Santa Cruz, CA 95060
Telephone: (408) 429-3164

4. COUNTY OF SANTA CRUZ

By: 

Public Works Director

2. APPROVED AS TO INSURANCE:

By: 

Risk Management

3. APPROVED AS TO FORM:

By: 

County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Risk Management
Contractor

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CITY ATTORNEY

Santa Cruz County Regional Oil Recycling Program
City of Santa Cruz

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 residential curbside recycling program and on a drop-off basis at its municipal landfill recycling center, and other activities to enhance motor oil recycling, as approved by the County.

2. The County will reimburse Contractor quarterly, 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 planning and administration of used motor oil and oil filter recycling in the Contractor's recycling programs and related public awareness services, at a labor and benefit rate of \$33.01 per hour.

B. Personnel expenditures specific to the collection and handling of used motor oil and oil filters for recycling in the Contractor's curbside and drop-off recycling programs, at a labor and benefit rate of \$16.20 per hour.

C. Expenditures specific to the handling and disposal of used motor oil collected for recycling in the Contractor's drop-off recycling program.

D. Expenditures specific to the handling and disposal of used oil filters collected for recycling in the Contractor's curbside and drop-off recycling programs.

E. Expenditures related to other oil recycling activities 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. 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.

AMENDMENT TO AGREEMENT

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All other provisions of said contract shall remain the same.

Dated: 4/29/98

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

By: 
Director of Public Works

CONTRACTOR:
CITY OF SANTA CRUZ

By: 

Address: 809 Center Street
Santa Cruz, CA 95060

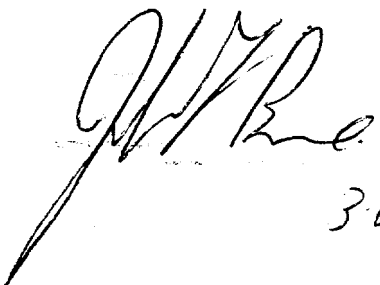
Telephone: 429-3164

Approved as to form:

D. McRae 5-4-98
County Counsel

DISTRIBUTION: County Administrative Office
Auditor-Controller
County Counsel
Contractor

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3-6-98

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

29

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

4/28/98

(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)
and City of Santa Cruz, 809 Center Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide motor oil recycling and public awareness services.
- The agreement is needed because the work can be done most expeditiously by contract.
- Period of the agreement is from July 1, 1997 to June 30, 1998
- Anticipated cost is \$ 10,000.00 (Fixed amount; Monthly rate Not to exceed)
- Remarks: Contract \$10,000.00; 7% Overhead \$700.00; Total \$10,700.00
- Appropriations are budgeted in 931265-3590-PO0136 (625110) (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered.
are not will be

Contract No. 70057 Date 4/30/98

GARY A. KNUTSON, Auditor-Controller

By Shirley Ward 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).

County Administrative Officer

Remarks:

(Analyst)

By _____ Date _____

Agreement approved as to form. Date _____

JS:bbs

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 (6/95)

State of California)
County of Santa Cruz) ss

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

19 _____

By _____ Deputy Clerk