

AGENDA: AUGUST 25, 1998

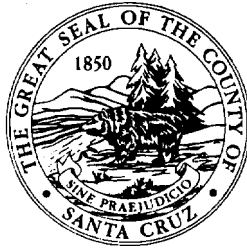
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DEPARTMENT OF  
PUBLIC WORKS

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GOVERNMENTAL CENTER

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS



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## COUNTY OF SANTA CRUZ

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701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(831) 454-2160

FAX (831) 454-2385

August 13, 1998

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: PROPOSED SERVICE AGREEMENT FOR DROP-OFF RECYCLING CENTER

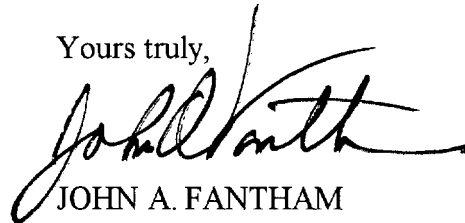
#### Members of the Board:

As your Board is aware, the County contracts with the Valley Women's Club of the San Lorenzo Valley for operation of the drop-off recycling facilities at the Ben Lomond Transfer Station. The agreement is structured such that the County will reimburse the operator for expenses incurred, within a set budget, and the County and the operator will equally share the revenue from the sale of recycled materials. Staff has met with representatives from the Valley Women's Club to review their projected costs for the current year, including capital equipment and operating expense requirements. While the existing contract is a Section II agreement, unanticipated revisions to the contract costs have necessitated bringing the contract to your Board. The cost increase of \$9,000 stems from the need to replace two pieces of equipment and to provide additional labor hours to cover weekends during peak traffic flows.

Overall, operation of this drop-off site under the aegis of the Valley Women's Club has been quite successful this past year. In addition to material being diverted from disposal, the County has received close to \$15,000 from materials sales revenue sharing since October 1997. The final fiscal year 1998/99 contract amount is \$107,064, and the agreement is included with this letter for your Board's consideration. Sufficient funds to cover this expense were included in the Fiscal Year 1998/99 solid waste budget approved by your Board in June 1998.

It is therefore recommended that the Board of Supervisors approve the proposed service agreement with the Valley Women's Club of San Lorenzo Valley in the not-to-exceed amount of \$107,064.00 for operation of the drop-off recycling facilities at the Ben Lomond Transfer Station.

Yours truly,

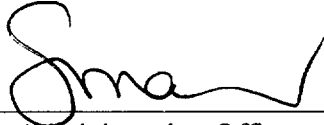


JOHN A. FANTHAM  
Director of Public Works

DdG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to:     Public Works  
                 Valley Women's Club of San Lorenzo Valley

## COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

8-11-98

(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)  
VALLEY WOMEN'S CLUB OF SAN LORENZO VALLEY  
and P.O. BOX 547, BEN LOMOND, CA 95005-0547 (Name & Address)
- The agreement will provide OPERATION OF THE BEN LOMOND TRANSFER STATION DROP-OFF  
RECYCLING CENTER
- The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT
- Period of the agreement is from JULY 1, 1998 to JUNE 30, 1999
- Anticipated ~~cost~~ <sup>REVENUE</sup> is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: REVENUE SHARING ESTIMATE FROM SALES OF RECYCLABLES
- Appropriations are budgeted in 652110 2384 (Index#) (2384) object

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No R-652 Date 8/12/98  
NA C081469  
By Linda T. Chou 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 PUBLIC WORKS DEPARTMENT (Agency).

Remarks: BW (Analyst)

County Administrative Officer  
By BW Date 8-13-98

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

DDG:mq

## 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.

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

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

W-9 on File  
264

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

8-11-98

(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)  
VALLEY WOMEN'S CLUB OF SAN LORENZO VALLEY  
and, P.O. BOX P.O. BOX 547, BEN LOMOND, CA 94005 0547 (Name & Address)
- The agreement will provide OPERATION OF THE DROP-OFF RECYCLING CENTER AT THE  
BEN LOMOND TRANSFER STATION
- The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT
- Period of the agreement is from JULY 1, 1998 to JUNE 30, 1999
- Anticipated cost is \$ 107,064.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT: \$107,064.00; OVERHEAD \$7,494.48; TOTAL \$114,558.48  
R-652
- Appropriations are budgeted in 951299 3590 P O 0136 (625110) (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081469 Date 8/12/98  
are not will be  
Subject to 98-99 Final Budget GARY A. KNUTSON, Auditor - Controller  
By Linda T. Chou 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

DDG:mg

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.

37  
A-1 - 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

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of August, 1998, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and VALLEY WOMEN'S CLUB OF SAN LORENZO VALLEY, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: OPERATION OF THE BEN LOMOND TRANSFER STATION DROP-OFF RECYCLING CENTER AS DEFINED IN EXHIBIT "A" SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: IN A MANNER DEFINED IN EXHIBIT "A" SCOPE OF WORK.

3. TERM. The term of this contract shall be: JULY 1, 1998, THROUGH OCTOBER 31, 2005.

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

(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:

DAN DE GRASSI  
SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS  
401 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 DE GRASSI  
SANTA CRUZ COUNTY DEPARTMENT OF PUBLIC WORKS  
401 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITYation 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 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT 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. ATTACHMENTS. This Agreement includes the following attachments: SCOPE OF WORK, EXHIBIT "A"

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first  
above written. **270**

COUNTY OF SANTA CRUZ

By: \_\_\_\_\_

Director of Public Works

CONTRACTOR  
VALLEY WOMEN'S CLUB OF SAN  
LORENZO VALLEY

By: Nancy B. May

Address: P.O. BOX 547  
BEN LOMOND, CA  
95005-0547

Telephone: (83 1) 338-1728

APPROVED AS TO FORM:

By: D. McRae 8-12-98  
~~Chief~~ Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

DdG:mg

VWM

INDCONTR.DOC REV. 6/2/98

SCOPE OF WORK

VALLEY WOMEN'S CLUB OPERATION OF BEN LOMOND TRANSFER STATION  
DROP-OFF RECYCLING CENTER

1. CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES:

- a. Accept, process as necessary, and market COUNTY-designated recyclable materials.
- b. Maintain a neat, orderly, safe, quiet and efficient site.
- c. Record keeping
- d. Reporting
- e. On-site operations-related public education

2. CONTRACTOR SHALL ACCEPT THE FOLLOWING MATERIALS

- a. CONTRACTOR shall accept the following materials at the Ben Lomond Transfer Station drop-off recycling center:
  - (1) OCC (cardboard)
  - (2) ONP (newspaper)
  - (3) OMG (magazines)
  - (4) MWP (mixed waste paper, including junk mail, catalogues, kraft bags, kraft paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and similar food boxes, computer paper, aseptic packaging, milk and juice cartons.
  - (5) Brown Glass (Amber)
  - (6) Green Glass
  - (7) Clear Glass (Flint)
  - (8) Mixed Glass
  - (9) UBC (aluminum cans)
  - (10) Foil (aluminum foil, trays, pans)
  - (11) Steel (tin coated) cans
  - (12) Bi-metal cans
  - (13) Scrap metal
  - (14) Non-ferrous scrap

- (15) White goods, including those with refrigerants (CFCs)
- (16) PET (#1) plastic, all types including bottles, jars, tubs and trays
- (17) HDPE (#2) plastic, all types including bottles, jars, tubs and trays
- (18) Mixed plastic containers, including all types of #3 through #7 bottles, jars, tubs and trays
- (19) Lead acid batteries (CONTRACTOR collects, COUNTY markets)
- (23) Dry cell batteries (CONTRACTOR collects, COUNTY markets)
- (20) Motor oil (CONTRACTOR collects, COUNTY markets)
- (21) Motor oil filters (CONTRACTOR collects, COUNTY markets)
- (22) Anti-freeze (CONTRACTOR collects, COUNTY markets)

- b. COUNTY and CONTRACTOR agree to periodically determine if additional materials can be accepted.
- c. CONTRACTOR agrees to operate on basis of aggressively diverting as much recyclable material as possible.

### 3. HOURS OF OPERATION

Centers shall be open for receipt of materials the same hours as the transfer station: 7:30 am - 3:30 pm, 7 days per week, closed Thanksgiving, Christmas Eve ½ day, Christmas, New Year's. CONTRACTOR is responsible for adequate staffing at all times. Processing may take place until 4:00 pm.

### 4. SITE OPERATION

- a. CONTRACTOR shall at all times exercise good faith and due diligence to insure the success of the recycling center operations and such operations shall be subordinate to and not interfere with the transfer station operations of the COUNTY.
- b. CONTRACTOR shall maintain a clean, neat and orderly site, free of litter. CONTRACTOR shall respond promptly to COUNTY requests to clean site. If CONTRACTOR does not clean site to satisfaction of COUNTY within 2 days after receipt of the third request per incident, which shall be given within 30-days of the initial request and shall be a written notice, CONTRACTOR shall be subject to a fine of \$250 or an amount determined by the Director of Public Works sufficient to compensate COUNTY for COUNTY's cost to clean site, whichever is greater.

5. PERSONNEL

273

a. CONTRACTOR shall provide sufficient personnel to accept and process recyclables and to expedite public drop-off and vehicle movement. CONTRACTOR identify number of employees and their job assignments to COUNTY.

b. COUNTY shall not supply substitute staff for any reason.

6. CONTRACTOR RESPONSIBLE FOR PROCESSING AND **MARKETING** OF RECYCLABLE MATERIALS RECEIVED AT DROP-OFF CENTER

a. CONTRACTOR shall process materials to obtain highest and best market value to the extent feasible commensurate with return on sales, available space and equipment and available labor resources.

b. Choice of markets is up to CONTRACTOR; transportation is CONTRACTOR responsibility.

c. COUNTY Franchisee is obligated to offer processing and or transportation services to CONTRACTOR in compliance with Section 4.1 (N) and Appendix M of COUNTY Franchise Agreement dated February 25, 1997. Use of these services is strictly CONTRACTOR's choice.

d. COUNTY shall be responsible for marketing or other disposition of oil and oil filters, anti-freeze, lead acid batteries, and dry cell batteries.

e. CONTRACTOR may use the Ben Lomond Transfer Station drop-off recycling center processing facilities for processing recyclables that CONTRACTOR collects elsewhere, provided that CONTRACTOR maintains separate records of tonnage and expense associated with such processing. COUNTY will not reimburse CONTRACTOR for such expense.

7. CONTRACTOR **SHALL REMOVE CFCs** FROM ALL REFRIGERANT UNITS

a. COUNTY shall provide CFC extraction equipment; CONTRACTOR shall be responsible for equipment maintenance and repair.

b. COUNTY shall arrange for training of CONTRACTOR staff in proper CFC extraction and handling techniques.

c. COUNTY shall be responsible for the disposition of extracted CFCs.

## 8. STORAGE OF RECYCLABLE MATERIALS

274

- a. CONTRACTOR shall keep all materials in containers, bins, etc. Unless otherwise agreed upon with COUNTY, CONTRACTOR shall ensure that processed materials are regularly sold, etc., to avoid long-term accumulation.
- b. COUNTY recognizes CONTRACTOR's need to periodically stockpile processed materials in response to market conditions and shall cooperate with CONTRACTOR in establishing safe and secure storage areas for such need. Such storage areas, the location of which shall be determined by COUNTY, shall be maintained in a clean and orderly manner by CONTRACTOR.

## 9. CONTRACTOR SHALL MAKE MATERIALS AVAILABLE TO CENTRAL COAST RECYCLING MARKET DEVELOPMENT ZONE MANUFACTURERS

COUNTY may request CONTRACTOR to sell materials to a Central Coast Recycling Market Development Zone business and in such case shall underwrite any below-market sales price to CONTRACTOR.

## 10. PUBLIC EDUCATION/INFORMATION

- a. COUNTY shall be responsible for public information costs; COUNTY shall plan and coordinate publicity with CONTRACTOR.
- b. CONTRACTOR operation shall include active education of drop-off center users regarding how to prepare materials, plus what can and cannot be recycled.
- c. CONTRACTOR shall (within reason) accept "improper" materials that are delivered "unknowingly", rather than turning the generator away and refusing to accept said materials, and shall educate the generator on what can & cannot be recycled and why.

## 11. CONTRACTOR SHALL KEEP RECORDS OF QUANTITIES SOLD, GIVEN AWAY OR OTHERWISE MOVED OFF-SITE, BY MATERIAL TYPE

CONTRACTOR shall keep records of quantities sold, given away or otherwise moved off-site for each material received including buyer (or recipient) name & location; market price, quantity, revenue, market conditions, buyer comments or rejects, and residue disposal amounts. Such records shall be maintained to reflect monthly activity and shall be available to COUNTY for

inspection or copying upon request.

12. CONTRACTOR SHALL PROVIDE QUARTERLY ACTIVITY REPORT TO COUNTY

No later than the 20th of the month following each quarter CONTRACTOR shall submit to the COUNTY a report documenting the activity for the three months prior. Said report shall include for each material: quantity received, sold or otherwise moved off-site; residue disposal quantities; summary of market information (as detailed in #11., above); expenses (receipt, processing, shipping); summary of problems with operation; need for public information relevant to center operation; tonnage and expense associated with processing, at the Ben Lomond Transfer Station drop-off recycling center, materials collected by CONTRACTOR from sources other than said location. Such reporting shall be in a manner consistent with COUNTY's obligations under AB 939. Said quarterly report shall include a revenue sharing reconciliation for materials sales revenue received during the previous quarter.

13. COUNTY FRANCHISEE SHALL SUPPLY CONTAINERS, AS NEEDED, FOR RECEIPT OF MATERIALS

- a. COUNTY and CONTRACTOR shall cooperatively determine number, type and size of containers needed for receipt and shipping of materials received at drop-off center.
- b. COUNTY's Franchisee shall supply collection bins and roll-off containers as needed in compliance with Section 4.1 (N) and Appendix M of COUNTY Franchise Agreement dated February 25, 1997. CONTRACTOR shall obtain additional containers, as needed, from buyers to the extent possible.
- c. COUNTY shall purchase any other containers not covered above.

14. COUNTY SHALL UNDERWRITE CAPITAL COST OF SITE IMPROVEMENTS AND EQUIPMENT FOR RECEIPT AND PROCESSING OF MATERIALS

- a. COUNTY shall determine, in consultation with CONTRACTOR, the need for any site improvements and processing equipment necessary for optimal operation of the drop-off center. COUNTY shall be solely responsible for having such improvements made and for acquiring such equipment,

including cost.

#### 15. SITE AND EQUIPMENT MAINTENANCE

COUNTY shall be responsible for site maintenance. CONTRACTOR shall be responsible for maintenance and repair of all equipment used in drop-off operation, including equipment supplied by COUNTY, but excluding bins and containers supplied by Waste Management.

#### 16. SIGNAGE

COUNTY shall provide all signs directing traffic to sites; identifying material containers; indicating drop-off requirements. COUNTY shall consult with CONTRACTOR on necessary number, content and placement of signs.

#### 17. COMPENSATION

COUNTY shall pay CONTRACTOR for its actual operating expenses incurred up to a not-to-exceed amount of \$107,064.00 for the fiscal year in conformance with an annual budget submitted to COUNTY no later than February 1. Payments shall be made on the basis of monthly claims submitted to Public Works Department, which claims shall include records of expenditures (receipts) and labor hours. CONTRACTOR may, with prior written approval of COUNTY, transfer expenditure amounts among budget line items.

COUNTY and CONTRACTOR hereby agree to share on an equal (50:50) basis all revenue, net of hauling expense, from the sale of recyclable materials dropped off at the Ben Lomond Transfer Station drop-off recycling center during each fiscal year of the contract, excluding Container Redemption Value paid to CONTRACTOR by the Department of Conservation. Said revenue sharing shall be payable on a quarterly basis.

No later than January 31, 2000, and every two years thereafter, COUNTY and CONTRACTOR hereby agree to review the CONTRACTOR's annual actual operating expenses, and net revenues from materials sales, associated with this Agreement and, if necessary, establish a new not-to-exceed amount for CONTRACTOR's annual actual operating expenses, commencing with the start of the next COUNTY fiscal year.

## 18. COLLECTION OF REUSABLE MATERIALS

COUNTY agrees to work with CONTRACTOR to develop a system and amend contract provisions whereby CONTRACTOR accepts reusable items, including the method and location of disposition of such materials (e.g., sold or given away at the drop-off center).

## 19. FREE DUMPING

CONTRACTOR may use the COUNTY disposal site at no cost for ongoing disposal of residue from the drop-off operation. Disposal of unusually large amounts or loads of unsaleable (contaminated) recyclables require advance COUNTY approval. Disposal of recyclables may be allowed only if it is documented to COUNTY that no other options are available. CONTRACTOR agrees to make all reasonable efforts to minimize residuals associated with drop-off operations.

## 20. OFFICE BUILDING

COUNTY shall provide a structure for office or shelter, unless otherwise agreed.

## 21. LAVATORY FACILITIES

CONTRACTOR drop-off center employees may use COUNTY lavatory facilities.

## 22. WATER AND POWER

COUNTY shall provide access to on-site water and provide electrical power service at no cost to CONTRACTOR for drop-off recycling center operations.

## 23. CHANGES IN OPERATION

The Director of Public Works is authorized to approve changes in location or manner of the drop-off recycling operation.

#### 24. RIGHT OF INSPECTION

COUNTY shall have the right, at all reasonable times during the continuance of this agreement, to enter the drop-off recycling center premises to inspect the premises and the conduct of business thereon.

#### 25. ALTERATIONS TO PREMISES

CONTRACTOR shall make no structural alterations or improvements to the drop-off recycling center without first obtaining the consent of the COUNTY, in writing.

#### 26. PERMITS AND ENVIRONMENTAL DOCUMENTS

COUNTY shall be responsible for any permits and environmental documents necessary for operation of the drop-off recycling centers.

#### 27. EMPLOYEE SAFETY TRAINING

CONTRACTOR shall ensure that its drop-off center employees receive training in First Aid and CPR.

**STATE**  
 COMPENSATION  
 INSURANCE  
**FUND**

HOME OFFICE SAN FRANCISCO

**WORKERS' COMPENSATION ENDORSEMENT CERTIFICATE**

IN CONSIDERATION OF THE PAYMENT OF THE TOTAL DEPOSIT PREMIUM AND FULL PREMIUM TO BE COMPUTED AS PROVIDED IN THE CONTINUOUS WORKERS' COMPENSATION POLICY INDICATED HEREON, IT IS AGREED THAT SUBJECT TO THE PROVISIONS OF SUCH POLICY AND ENDORSEMENTS THERETO, THE EMPLOYER INDICATED HEREON IS HEREBY NAMED AS ADDITIONAL GROUP INSURED EMPLOYER.

THIS INSURANCE IS EFFECTIVE FROM  
**12:01 A.M.**, PACIFIC STANDARD TIME  
 10-01-96 TO **10-01-97** AND SHALL  
 AUTOMATICALLY RENEW EACH **10-01**  
 UNTIL CANCELLED

**DECLARATIONS****CONTINUOUS POLICY 481-96** ISSUED TO
 REFUSE REMOVAL SAFETY ASSOCIATION  
 VARNER & SON, INC.

SLV REDEMPTION/RECYCLING CENTERS DEPOSIT PREMIUM UNIT 104  
**\$1,793.00**

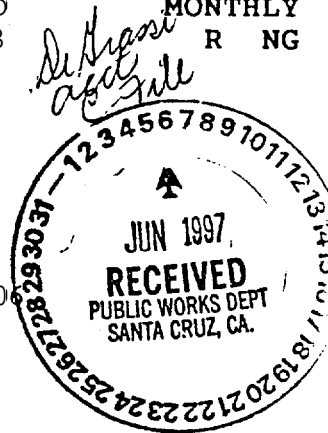
 15485 BEAR CREEK ROAD  
 BOULDER CREEK, **CALIF** 95006

MINIMUM PREMIUM \$880.00  
 PREMIUM ADJUSTMENT PERIOD MONTHLY  
 REP 03 R NG

NAME OF EMPLOYER- THE VALLEY WOMEN'S CLUB OF THE  
 SAN LORENZO VALLEY (A NON-PROFIT CORP.)  
 (A NON-PROFIT CORP.)

TRADE NAMES- SLV REDEMPTION/RECYCLING CENTERS

LOCATIONS- 15485 BEAR CREEK RD., BOULDER CREEK 95006  
 6123 HWY 9, FELTON 95018  
 NEWELL CREEK RD., BEN LOMOND, 95005  
 13225 HWY 9, BOULDER CREEK, 95006



1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

**\$1,000,000**

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE TO 10-01-97

		BASE RATE	INTERIM BILLING RATE"
8742	SALESPERSONS--OUTSIDE. SPLIT RATES APPLY 10-01-96 TO 1-06-97 1-06-97 TO 10-01-97	1.16	.79
8810	CLERICAL OFFICE EMPLOYEES--N.O.C. SPLIT RATES APPLY 10-01-96 TO 1-06-97 1-06-97 TO 10-01-97	1.03	.70

ON THE EFFECTIVE DATE SHOWN ABOVE, THE COVERAGE PROVIDED BY  
 THIS ENDORSEMENT CERTIFICATE REPLACES ALL PRIOR COVERAGE..

**37**

**STATE**  
COMPENSATION  
INSURANCE  
**FUND**

HOME OFFICE

SAN FRANCISCO

WORKERS' COMPENSATION ENDORSEMENT CERTIFICATE

IN CONSIDERATION OF THE PAYMENT OF THE TOTAL DEPOSIT PREMIUM AND FULL PREMIUM TO BE COMPUTED AS PROVIDED IN THE CONTINUOUS WORKERS' COMPENSATION POLICY INDICATED HEREON, IT IS AGREED THAT SUBJECT TO THE PROVISIONS OF SUCH POLICY AND ENDORSEMENTS THERETO, THE EMPLOYER INDICATED HEREON IS HEREBY NAMED AS ADDITIONAL GROUP INSURED EMPLOYER.

AGE 2

**DECLARATIONS  
CONTINUOUS POLICY 481-96**

UN'IT 104

8847 BEVERAGE CONTAINER COLLECTION OR  
REDEMPTION--N.P.D. AT PROCESSING  
FACILITIES

SPLIT RATES APPLY

10-01-96 TO 1-06-97

15.07

10.23

1-06-97 TO 10-01-97

9403 GARBAGE, ASHES OR REFUSE COLLECTING.

SPLIT RATES APPLY

10-01-96 TO 1-06-97

15.94

10.88

1-06-97 TO 10-01-97

EXPERIENCE MODIFICATION

10-01-96 TO 1-06-97

95 %

37



## Confirmation of Liability Coverage

California State Automobile Association Inter-Insurance Bureau  
P.O. Box 429186, San Francisco, CA 94142-9186

281

NAMED INSURED:

MACY, KENNETH, L; OR NANCY B  
15485 BEAR CREEK RD  
BOULDER CREEK CA  
95006

POLICY NUMBER

**B9-64-28-5**

POLICY EXPIRATION DATE

**05 06 1998**

EFFECTIVE DATE

**05/06/1997**

☒ Additional Insured Bodily injury and Property Damage is: COUNTY OF SANTA CRUZ DEPT OF PUBLIC WORK/  
SOLID WAIST DIVISION 701 OCEAN ST SANTA CRUZ CA 95060

which, subject to all terms and conditions of the CSAA Members Car Policy, shall have the rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used in this Part Only" under Part I-Liability.

☒ The Bureau will give 10 days Notice of Cancellation for non-payment of premium, 20 days notice of Cancellation for any other reason or lapse of policy to: COUNTY OF SANTA CRUZ DEPT OF PUBLIC WORK/SOLID WAIST DIVISION

☐ Coverage are extended to:

which, subject to all terms and conditions of the CSAA Members Car Policy, shall have the rights of coverage and defense granted to organizations by subpart (3) of the section entitled "Additional Definition Used in this Part Only" under Part I-Liability.

The policy of automobile insurance includes the coverages and limits of liability as shown below.  
The policy will expire on the date shown unless cancelled by the insured or by the Bureau prior thereto.

MAKE OF CAR	YEAR	VEHICLE IDENTIFICATION NUMBER (VIN)	LIABILITY COVERAGES	
PLYMOTH VAN	1989	1P4FH4439KX618132	BODILY INJURY LIABILITY	
			LIMITS OF LIABILITY	
			Each Person	Each Occurrence
			\$100,000	\$300,000
			PROPERTY DAMAGE	
			LIMIT	
			Each Occurrence	
			\$25,000	

05/29/1997

MSC97

GQMG0YE

12110796

1 COPY-NAMED INSURED: 1 COPY-MAIN OFFICE RECORDS

37

## AMENDMENT - LIMITS OF LIABILITY

(Single Limit - Individual Coverage Aggregate Limit)

### SCHEDULE

Coverages ,	Limits of Liability
Bodily Injury Liability and Property Damage Liability	\$ 1,000,000 each <b>occurrence</b> \$ 1,000,000 aggregate

It is agreed that the provisions of the policy captioned "LIMITS OF LIABILITY" relating to Bodily Injury Liability and Property Damage Liability are amended to read as follows:

#### LIMITS OF LIABILITY

Regardless of the number of (1) **insureds** under this policy, (2) persons or organizations who sustain **bodily injury** or **property damage**, (3) claims made or suits brought on account of **bodily injury** or **property damage** or (4) **automobiles** or units of **mobile equipment** to which this policy applies, the company's liability is limited as follows:

#### Bodily Injury Liability and Property Damage Liability:

(a) The limit of liability stated in the Schedule of this endorsement as applicable to "each **occurrence**" is the total limit of the company's liability for all **damages** because of **bodily injury** or **property damage** as a result of any one **occurrence**, provided that with respect to any **occurrence** for which notice of this policy is given in lieu of security or when this policy is certified as proof of financial responsibility under the provisions of the Motor Vehicle Financial Responsibility Law of any state or province such limit of liability shall be applied to provide the separate limits required by such law for Bodily Injury Liability and Property Damage Liability to the extent of the coverage required by such law, but the separate application of such limit shall not increase the total limit of the company's liability.

(b) If an aggregate amount is stated in the Schedule then subject to the above provision respecting "each **occurrence**", the total liability of the company for all **damages** because of all **bodily injury** and **property damage** which occurs during each annual period while this policy is in force commencing from its effective date and which is described in any of the numbered subparagraphs below shall not exceed the limit of liability stated in the Schedule of this endorsement as "aggregate":

(1) all **property damage** arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including **property damage** for which liability is assumed under any **incidental contract** relating to such premises or operations, but excluding **property damage** included in subparagraph (2) below;

(2) all **property damage** arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such **property damage** for which liability is assumed under any **incidental contract** relating to such operations, but this subparagraph (2) does not include **property damage** arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) if Products-Completed Operations Insurance is afforded, all **bodily injury** or **property damage** included within the completed operations hazard and all **bodily injury** or **property damage** included within the products hazard; and

(4) if Contractual Liability Insurance is afforded, all **property damage** for which liability is assumed under any contract to which the Contractual Liability Insurance applies.

Such aggregate limit shall apply separately:

(i) to the **property damage** described in subparagraphs (1) and (2) and separately with respect to each project away from premises owned by or rented to the named insured;

(ii) to the sum of the damages for all **bodily injury** or **property damage** described in subparagraph (3); and

(iii) to the **property damage** described in subparagraph (4) and separately with respect to each project away from premises owned by or rented to the named insured.

(c) For the purpose of determining the limit of the company's liability, all **bodily injury** or **property damage** arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one **occurrence**.

POLICY NUMBER: GL 0442469 08  
EFFECTIVE DATE: 12:01 A.M. Standard Time, 04/11/98

**283** LIABILITY  
L9110 (Ed. 01 97)

THIS ENDORSEMENT AMENDS THE POLICY. PLEASE READ IT CAREFULLY.

- **ADDITIONAL INSURED - STATE OR POLITICAL SUBDIVISIONS - PERMITS**
- **PRIMARY INSURANCE FOR NAMED INSURED**
- **30 DAY NOTICE**

This endorsement amends such insurance as is afforded by the provisions of the policy relating to the following:

**COMPREHENSIVE GENERAL LIABILITY INSURANCE**  
**MANUFACTURERS' AND CONTRACTORS' LIABILITY INSURANCE**  
**OWNERS' AND CONTRACTORS' PROTECTIVE LIABILITY INSURANCE**  
**OWNERS', LANDLORDS' AND TENANTS' LIABILITY INSURANCE**

Subject to all other terms and conditions of the policy-not expressly amended by this endorsement, it is agreed that the "Persons Insured" provision is amended to include as an **insured** any state or political subdivision shown in the Schedule of this endorsement, subject to the following additional provisions:

1. This insurance applies only with respect to operations performed by or on behalf of any **named insured** for which the state or political subdivision has issued a permit.
2. This insurance, including any duty the Company has to defend suits, does not apply to:
  - a. **Bodily injury, property damage, personal injury or advertising injury** arising out of operations performed for the state or political subdivision.
  - b. **Bodily injury or property damage** included within the **products-completed operations hazard**.
3. The insurance afforded to any **Named Insured by** this policy shall be primary insurance with respect to any claim or suit against a **Named Insured** arising out of the issuance of a permit **by** the state or political subdivision designated in the Schedule of this endorsement.

With-respect to the state or political subdivision's liability arising solely out of the issuance of a permit, any other insurance maintained by the state or political subdivision with respect to such liability shall be non-contributing with the **Named Insured's** insurance under this policy.
4. We will provide the state or political subdivision 30 days prior written notice of a reduction of coverage or cancellation, except for nonpayment of premium.

**SCHEDULE**

**State or Political Subdivision:**

COUNTY OF SANTA CRUZ PUBLIC  
WORKS SOLID WASTE-DIVISION  
701 OCEAN ST RM 410  
SANTA CRUZ CA 95060

COPY

Policy GL 0442469 08

Agency 0014490

ATTENTION: Please retain this page along with  
the attached documents for your records.

COUNTY OF SANTA CRUZ PUBLIC  
WORKS SOLID WASTE DIVISION  
701 OCEAN ST RM 410  
SANTA CRUZ CA 95060

The attached information pertains to the following named insured.

VALLEY WOMENS CLUB OF  
SAN LORENZO VALLEY, INC  
PO BOX 574  
BEN LOMOND CA 95005

CALADP8

03/05/98

any  
1  
232128382  
293037  
MAY 1997  
RECEIVED  
PUBLIC WORKS DEPT  
SANTA CRUZ, CA  
21314151677181819  
500

RPM  
dict  
C. F. N. H.

COMPANIES AFFORDING COVERAGE  
COMPANY A: CALFARM INSURANCE COMPANY  
COMPANY B:  
COMPANY C:  
COMPANY D:  
COMPANY E:

This is to certify that 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.

A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comp <input type="checkbox"/> XCU <input type="checkbox"/> OCP <input type="checkbox"/> BFPD <input checked="" type="checkbox"/> Premises/Ops <input checked="" type="checkbox"/> Prod/Comp Ops <input type="checkbox"/> Personal Injury <input type="checkbox"/> Contractual Liab	GL04424697	Effective 04/11/97  Expiration 04/11/98	\$ Bodily Inj Oc \$ Bodily Inj Ag \$ Prop Dmge Occ \$ Prop Dmge Agg \$1,000,000.BI&PD Comb Oc \$1,000,000.BI&PD Comb Ag \$1,000,000.Pers Inj Agg
	AUTO LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned (PP) <input type="checkbox"/> All Owned(other) <input type="checkbox"/> Hired <input type="checkbox"/> Non-owned <input type="checkbox"/> Garage Liab <input type="checkbox"/> 3		Effective / /  Expiration / /	\$ BI (Person) \$ BI(Accident) \$ Prop Damage \$ BI&PD Comb
	EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other		/ / / /	\$ Occurrence \$ Aggregate
	WORKERS COMP AND EMPLOYERS LIAB		/ / / /	[ ] Statry Limts \$ Ea Accident \$ Disease-Lmt \$ Disease-Empl
			/ / / /	\$ \$

THE COUNTY OF SANTA CRUZ, OFFICIALS, EMPLOYEES, AGENTS & VOLUNTEERS  
ARE ADDED AS ADDITIONAL INSURED AS RESPECTS THE OPERATIONS &  
ACTIVITIES OF, OR ON BEHALF OF, THE NAMED INSURED, PERFORMED UNDER  
AGREEMENT WITH THE COUNTY OF SANTA CRUZ; PER FORM L9110

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, who~~  
~~shall have the right to cancel or modify~~  
~~the policy at any time prior to its~~

Authorized Representative