

DEPARTMENT OF
PUBLIC WORKS



COUNTY OF SANTA CRUZ

GOVERNMENTAL CENTER

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

(831) 454-2160

FAX (831) 4542385

October 30, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: PUBLIC DROP-OFF SALVAGE OPERATIONS AT THE BUENA VISTA
LANDFILL AND BEN LOMOND TRANSFER STATION

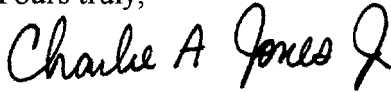
Members of the Board:

A component of the County's Integrated Waste Management Plan calls for the expansion of drop-off opportunities to include salvage of reusable items. Staff has contacted several of the local non-profit organizations specializing in collection and resale of donated or salvaged materials to ascertain interest in setting up stations at the county solid waste facilities. The Salvation Army was the only interested responder to our inquiries and agreed to provide a fully attended drop-off station at both County facilities and at no charge. These facilities will be open and fully staffed during all landfill hours of operation. The collection trailers will be stationed at the entrances of both solid waste facilities to allow customers to drop-off salvage items prior to paying for disposal of other materials they may be transporting to the landfill. By expanding these types of recycling and reuse opportunities, we are encouraging customers to further separate incoming materials and reduce their disposal costs, and ultimately increase our mandated diversion of refuse from the landfill.

Attached you will find an agreement with The Salvation Army for provision of public drop-off salvage services at the Buena Vista Landfill and the Ben Lomond Transfer Station. This is a no cost contract. Contractor agrees to provide this service at no charge in exchange for County providing publicly accessible space for one storage trailer at each solid waste facility.

It is therefore recommended that the Board of Supervisors approve the attached agreement with The Salvation Army for providing public drop-off salvage services at the county solid waste facilities and authorize the Director of Public Works to sign the agreement on behalf of the County.

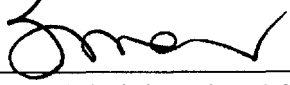
Yours truly,

For 
JOHN A. FANTHAM
Director of Public Works

RPM: bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Travis Renfro, Salvation Army
Public Works Department

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 certify here _____

A. Types of Insurance and Minimum Limits

(1) Workers' 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 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; PATRICK MATHEWS COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 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 to provide COUNTY an 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:

PATRICK MATHEWS COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY 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 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 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 deemed ineligible for further agreements with the COUNTY,

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 713 to be inserted in all contracts 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 of 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 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 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.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
THE SALVATION ARMY A CALIFORNIA CORPORATION

BY _____
Director of Public Works

By: _____
The Salvation Army, A California Corporation

Address: P.O. Box 109
Terr. Property Secretary
San Jose, CA 95109

Telephone: (408) 298-7600

APPROVED AS TO FORM

By D. Rae 102998
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

RPM:bbs

PDOB

LEGAL REVIEW
DATE 9/29/98 INITIAL [Signature]

The Salvation Army Salvage Drop-off Stations Buena Vista Landfill and Ben Lomond Transfer Station

Scope of Work;

Salvation Army shall place trailers and staff at locations designated by the County of Santa Cruz at the Buena Vista Landfill and Ben Lomond Transfer Station, at no cost to the County. The County shall provide an area for each trailer that is clearly visible and easily accessible to Landfill/transfer station customers. The County shall include reference to these salvage drop-off operations in all standard landfill recycling facility literature and advertising.

Salvation Army shall staff the trailers during regular landfill business hours, from 7:30 am - 3:30 pm, everyday except Thanksgiving, Christmas, and New Years. On Christmas Eve, trailer will be staffed from 7:30 am - 11:30 am. The trailers shall be operated by Salvation Army staff only. Any other operators not directly affiliated or insured under The Salvation Army, must provide the County with proof of insurance as required under this agreement, prior to commencing work.

Salvation Army shall be responsible for keeping the area around the trailers neat and free of litter and debris. All material collected for salvage must be placed in the trailer and secured at the end of each work day. No overnight storage of materials, outside the trailer, shall be allowed.

OCT-22-1998 14:07

NON RISK SERVICES

213 689 9569 P.02-03

ADDN. CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

10/21/98

PRODUCER

Aon Risk Services Inc. of
So. Cal. Insurance Services
707 Wilshire Blvd. Suite 9000
Los Angeles, CA 90017
213-630-3229

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 Continental Casualty Company
- COMPANY
B All Insurance Company
- COMPANY
C
- COMPANY
D

INSURED

The Salvation Army DIV 3
30840 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

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. NO WITHSTANDING 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.

OR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIM MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PAID	181248872	10/01/98	10/01/99	GENERAL AGGREGATE \$ 650,000
					PRODUCTS/COMP/OP AGG \$ 650,000
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	181248838 - TEXAS	10/01/98	10/01/99	COMBINED SINGLE LIMIT \$ 1,000,000
		181248810 - AOS			\$350,000 DEDUCTIBLE
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY
B	<input checked="" type="checkbox"/> EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	853875667	10/01/98	10/01/99	EACH OCCURRENCE \$ 1,000,000
					AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/ <input type="checkbox"/> PARTNERS/EXECUTIVE OFFICERS ARE:	W128577898C	10/01/98	10/01/99	STATUTORY LIMITS
					\$1.1R, \$300,000
	OTHER				DISEASE - POLICY LIMIT \$ 2,000,000
					DISEASE - EACH EMPLOYEE \$ 2,000,000

DESCRIPTION OF OPERATIONAL STATIONS/VEHICLE/SPECIAL ITEMS

3-080, CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED AS RESPECTS THE CCC LOCATION AT BEN LOMAND TRANSFER STATION, SANTA CRUZ, CA FROM 10/18/98 TO 8/30/03.

CERTIFICATE HOLDER

COUNTY OF SANTA CLARA
C/O PATRICK MATHEWS
PUBLIC WORKS DEPARTMENT
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 90 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 *[Signature]* 488825003

SAVING COMPENSATION 1998

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

01 394

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

FROM: PUBLIC WORKS (Dept.)
B. Davis (Signature) 10/30/98 (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)
and The Salvation Army, P. O. Box 1706, San Jose, CA 95109 (Name & Address)

2. The agreement will provide for recovery of salvageable items at the County solid waste facilities.

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

4. Period of the agreement is from Board Approval to June 30, 1999

5. Anticipated cost is \$ 0 (Fixed amount; Monthly rote; Not to exceed)

6. Remarks: No cost contract

7. Appropriations are budgeted in N/A (Index#) (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081748 - Date 10/30/98
are not available and will be encumbered.

NA

GARY A. KNUTSON, Auditor - Controller
By Linda Chen 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 Peter Chen Coun Administrative Officer Date 10/30/98

Agreement approved as to form. Date

RPM:bbs

Distribution:

- Bd. of Supv. - White
- Auditor-Controller. Blue
- County Counsel - Green *
- Co. Admin. Officer - Conroy
- 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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk