

423



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 15, 1999

June 3, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: USED OIL RECYCLING 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 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.

The oil recycling program is continuing during the 1998/99 fiscal year, as in past years, with the assistance of several contractors. Most of the agreements with these contractors have been renewed or amended with minor changes. Two of the contractors, the City of Watsonville and the Santa Cruz Port District, did not return their executed contract amendments in a timely manner. In addition, slight cost increases are now expected that were not anticipated when the continuing agreements list was prepared in early 1998. Contractual agreements must be in effect so that grant reimbursement funds may be passed through to these contractors for their oil recycling work during the current fiscal year. Amendments to continue the work of these contractors are attached for your Board's approval.

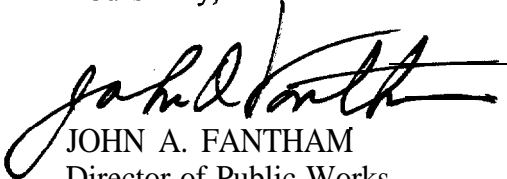
The cost for the City of Watsonville contract is a not-to-exceed amount of \$19,800. The increase of \$1,800 from the contract for the 1997/98 fiscal year will enable the city to be reimbursed for the retrofitting of curbside recycling vehicles to more easily transport used motor oil.

The cost for the Santa Cruz Port District contract is a not-to-exceed amount of \$10,000. A change in the reimbursable labor rates for maintaining oil recycling collection sites for use by boaters at the Santa Cruz Harbor accounts for the small increase from the previous year's contract amount of \$9,900. Sufficient funds are available in the Oil Recycling Grant Budget for this purpose.

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

1. Approve amendments to agreements for motor oil recycling and public awareness services with the City of Watsonville for a not-to-exceed amount of \$19,800, and with the Santa Cruz Port District for a not-to-exceed amount of \$10,000.
2. Authorize the Director of Public Works to sign the amendments on behalf of the County of Santa Cruz.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works

SECOND

0425

AMENDMENT TO AGREEMENT

The parties hereto agree to renew and amend Contract Number 60268 dated December 9, 1996, as amended, by and between the COUNTY OF SANTA CRUZ and the CITY OF WATSONVILLE, to provide used motor oil recycling and public awareness services, by extending the term of the contract to June 30, 1999, by amending the not-to-exceed amount of compensation to be \$19,800, and by amending labor and benefit hourly rates for reimbursable personnel expenditures as follows: Senior Administrative Analyst, \$35.77; Senior Integrated Waste Worker, \$24.52; Integrated Waste Worker, \$2 1.34; and Laborer, \$11.48.

All other provisions of said contract shall remain the same.

DATED: _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR:
CITY OF WATSONVILLE

By: _____
Director of Public Works

By: *Paul J. Blum*

Address: P.O. Box 50000
Watsonville, CA 95077-5000

Telephone: 728-60 11

Approved as to form:

D. McRae 6-3-99
Chief Assistant County Counsel

Approved as to form:

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

Paul J. Blum
City Attorney

INDEPENDENT CONTRACTOR AGREEMENT
TO RECYCLE USED MOTOR OIL
City of Watsonville

THIS CONTRACT is entered into this 9th day of December, 1996, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the City of Watsonville 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 \$20,000.00.

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.

Attachment/Exhibit to:
48
Resolution No. 278-97 (CM)

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.

a. INDEPENDENT CONTRACTOR STAT-US. 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.

Attachment/Exhibit to:

Resolution No. 278-97 (CM)

487

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

0426

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 Watsonville
By: [Signature]
Address: P.O. Box 50000
Watsonville, CA 95077
Telephone: (408) 728-6011

4. COUNTY OF SANTA CRUZ
By: [Signature]
Public Works Director

2. APPROVED AS TO INSURANCE:
By: Janet McKinley 7-1-96
Risk Management

3. APPROVED AS TO FORM:
By: [Signature] 7/2/96
County Counsel

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

oil\contract\wats.96 .

ADDITIONAL CONDITIONS EXHIBIT A

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Santa CNZ County Regional Oil Recycling Program
City of Watsonville

1. Contractor will perform motor oil recycling and public awareness services as follows:

A. Collect used motor oil and used motor oil filters for recycling from the public at no charge as a component of Contractor's residential curbside recycling program.

B. Purchase, label and distribute containers for used motor oil, as approved by County, for use in recycling programs in all jurisdictions in Santa Cruz County.

C. Conduct 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 program, oil container purchase and distribution, and related public awareness services, at a labor and benefit rate of \$29.66 per hour.

B. Personnel expenditures specific to the collection and handling of used motor oil and oil filters in the Contractor's curbside recycling program, handling, labeling and distribution of oil recycling containers, and related public awareness services, at a labor and benefit rate of \$19.15 per hour for regular employees and \$11.48 per hour for student workers.

C. Expenditures specific to the disposal of used oil filters collected for recycling in the Contractor's curbside recycling program.

D. Purchase price of containers and labels for used motor oil recycling.

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.

bill attachment/Exhibit to:
Resolution No. 27-02(GM)
48

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] (Signature) 6-1-99 (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 (Name & Address)
CITY OF WATSONVILLE
and, P.O. BOX 50000, WATSONVILLE, CA 95077-5000

2. The agreement will provide MO FOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES

3. The agreement is needed BECAUSE THE WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from JULY 1, 1998 to JUNE 30, 1999

5. Anticipated cost is \$19,800 (Fixed amount; Monthly rate; Not to exc

6. Remarks: CONTRACT \$19,800; 7% OVERHEAD \$1,386; TOTAL \$21,186
AGENDA 6/15/99

7. Appropriations are budgeted in 931265!51018 3665!625110 (Index#) 3590 (Subob

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

Appropriations are available and will be encumbered. Contract No. CO 80268 Date 6/2/99

JS:mg
By GARY A. KNUTSON, Auditor - Controller
[Signature] De

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the execution of the same on behalf of the DEPARTMENT OF PUBLIC WORKS (Agency).
County Administrative Officer

Remarks: _____ (Analyst)
Agreement approved as to form. Date _____
By [Signature] Date 6/7/99

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green *
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod
- * To 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 said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on _____ 19____

SECOND
AMENDMENT TO AGREEMENT

The parties hereto agree to renew and amend Contract Number 6 1380 dated December 2, 1996, as amended, by and between the COUNTY OF SANTA CRUZ and the SANTA CRUZ PORT DISTRICT, to provide used motor oil recycling and public awareness services, by extending the term of the contract to June 30, 1999, by amending the not-to-exceed amount of compensation to be \$10,000, and by amending labor and benefit hourly rates for reimbursable personnel expenditures as follows: planning and administration, \$27.36; and maintenance, \$25.56.

All other provisions of said contract shall remain the same.

DATED: _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

By: _____
Director of Public Works

CONTRACTOR:
SANTA CRUZ PORT DISTRICT

BY: Brian E. Fen

Address: 135 5th Avenue
Santa Cruz, CA 95062

Telephone: 475-616 1

Approved as to form:

D. McRae 6-3-99
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

INDEPENDENT CONTRACTOR AGREEMENT

#THIS CONTRACT is entered into this 2nd day of December, 1996, 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 EXHIBIT A: SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$9,000, IN A MANNER DESCRIBED IN EXHIBIT A: SCOPE OF WORK.

3. TERM. The term of this contract shall be: DATE OF APPROVAL THROUGH 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, 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 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: ABC / RL.

(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, 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 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,

sex, sexual orientation, age (over 40), 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, sex, sexual orientation, age (over 40), 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: e CONTRACTOR than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: ent 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.

... 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 ⁴³⁷ 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 CNZ 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: EXHIBIT A: SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ

CONTRACTOR

By: [Signature]
Director of Public Works

By: [Signature]
BRIAN C. Foss
Address: 135 5TH AVENUE
SANTA CRUZ, CA 95062

APPROVED AS TO FORM:

Telephone: 475-6161

By: [Signature] 10/23/94
Assistant County Counsel

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

JS:mg
indcontr.doc/CPDM
3/94

ADDITIONAL CONDITIONS EXHIBIT A

Santa Cruz County Regional Oil Recycling Program
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 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 program and related public awareness services, at a labor and benefit rate of \$2'6.31 per hour.

B. 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 of \$24.58 per hour.

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

D. 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.

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

FROM: PUBLIC WORKS (Dept.)

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

[Signature] (Signature) 6-1-99 (Date)

to approve the attached agreement and authorize the execution of the same.

The Board of Supervisors is hereby requested (Agency)

COUNTY OF SANTA CRUZ

1. Said agreement is between the SANTA CRUZ PORT DISTRICT (Name & Address)
135-5th AVENUE, SANTA CRUZ, CA 95062
and,

2. The agreement will provide -- MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES

3. The agreement is needed BECAUSE THE WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from JULY 1, 1998 to JUNE 30, 1999

5. Anticipated cost is \$10,000 (Fixed amount; Monthly rate; Not to exc

6. Remarks: Contract \$10,000; 7% Overhead \$700; Total \$10,700
AGENDA 6/15/99

7. Appropriations are budgeted in 931265 151018 36651 625110 (Index#) 3590 (Subot

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

Appropriations are available 6/2/99 been encumbered. Contract No. C081380 Date _____
are not available will be

JS:mg

GARY A. KNUTSON, Auditor - Controller
By Ronald J. Silon Dep

Proposal reviewed and approved. It is recommended that the Board of S
Director of Public Works to execute the same on behalf of the Department of Public Wo
(Agency).

Remarks: _____

(Analyst) By [Signature] Date 6/7/99
County Administrative Officer

Agreement approved AS to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - CO. Admin. Officer - Green
 - 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 Cru
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 _____ 1999
County Administrative Officer
Deputy Clerk 48

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Santa Cruz Port District



PORT AND TERMINAL OPERATORS' LIABILITY

NAMED INSURED:	Santa Cruz Port District
INSURER:	Navigators Insurance Company
POLICY NUMBER:	SF99LIA327741
POLICY TERM:	March 1, 1999 to March 1, 2000
20-MONTH TERM PREMIUM:	\$ 20,000 (Minimum deposit and fully retained)
LIMITS:	\$ 1,000,000 (CSI) net of deductible, any one occurrence \$ 5,000 medical payments \$ 2,500 Safeguard of Property
DEDUCTIBLE:	\$ 10,000 any one claim
INSURING:	Legal Liability for Bodily Injury and/or Property Damage arising from operations as a Port, Terminal, Stevedore, Wharfinger & Warehousing facility; ownership, operation and maintenance of facilities including shoreside offices, parking lot and ramps; berthing and docking of vessels, movement of cargo, removal of wreck; products and/or completed operations.
EXCLUSIONS:	<ul style="list-style-type: none"> ◆ Use, operation, charter, ownership or rental of vessels, watercraft, containers, railcars, chassis ◆ Repair, construction or alteration of vessels or watercraft ◆ Liquor liability, sale of food, products or merchandise (except fuel, gas & oil) ◆ Auto/Aircraft Exclusion ◆ Employer's Liability

