



JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz <sup>181</sup>

## DEPARTMENT OF PUBLIC WORKS

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

**AGENDA: AUGUST 17, 1999**

August 5, 1999

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 of Santa Cruz contracts with the Valley Women's Club of 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. Based on a review of two years of operating experience, a new budget has been established which should adequately cover capital equipment and operating expense requirements.

The contract is structured as a multi-year agreement to coincide with the term of the County's refuse collection franchise. The fiscal year 1999-2000 contract amount is \$134,960, 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 1999-2000 Solid Waste Budget approved by your Board in June 1999.

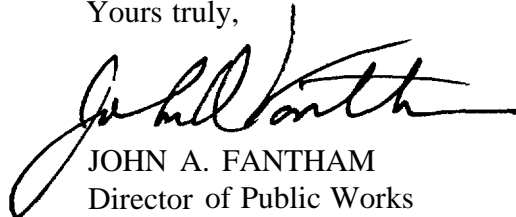
Overall, operation of this drop-off site under the aegis of the Valley Women's Club has been quite successful. Since October 1997, in addition to over 2,000 tons of material being diverted from disposal, the County's costs have been offset by close to \$25,000 from materials sales revenue sharing.

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

1. Approve the proposed Independent Contractor Agreement with the Valley Women's Club of San Lorenzo Valley in the amount of \$134,960 for operation of the drop-off recycling facilities at the Ben Lomond Transfer Station.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



JOHN A. FANTHAM  
Director of Public Works

DDG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

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

PSAB

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 17<sup>th</sup> day of August, 1999, 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", not-to-exceed \$134,960.00.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: In a manner specified in Exhibit "A", Scope of Work.

3. TERM. The term of this contract shall be: from Board approval 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 CONTRACTORS 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 deGrassi  
County of Santa Cruz  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060-4070

(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  
County of Santa Cruz  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060-4070

7. EOUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or **any** other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR’s solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTORS 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. **187**

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: "Exhibit A", 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  
VALLEY WOMEN'S CLUB OF  
SAN LORENZO VALLEY

By: \_\_\_\_\_  
Director of Public Works

By: Nancy B. Macy

Address: P.O. Box 547  
Ben Lomond, CA 95005-0547

Telephone: (83 1) 338-1728

APPROVED AS TO FORM:

By: D. McRae 8-5-99  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

## 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**

- 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**

- 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 \$134,960.00 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.

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

196

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

FROM: PUBLIC WORKS (Dept.)  
*[Signature]* (Signature) 7/26/99

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)  
VALLEY WOMEN'S CLUB OF SAN LORENZO VALLEY  
and P.O. BOX 547, BEN LOMOND, CA 95005-0547 (Name & Address)

2. The agreement will provide OPERATION OF THE DROP-OFF RECYCLING CENTER AT THE BEN LOMOND  
TRANSFER STATION.

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, 2000

5. Anticipated cost is \$134,960 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT: \$134,960.00; OVERHEAD: \$9,447.20; TOTAL \$144,407.20

Agenda 8/17/99

7. Appropriations are budgeted in 625110 !51066! 3665 (Index#) 3590 (Subobject#)

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

Appropriations are available and have been encumbered Contract No. 0091469  
are not available and will be encumbered

GARY A. KNUTSON, Auditor - Controller  
By *[Signature]* Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the  
DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF

PUBLIC WORKS (Agency). County Administrative Officer

Remarks: By *[Signature]* Date 8/6/99  
(Analyst)

Agreement approved as to form. Date

DdG:rw

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

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

33