



THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz<sup>0243</sup>

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## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

**AGENDA: SEPTEMBER 19, 2000**

**September 7, 2000**

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: USED OIL RECYCLING OPPORTUNITY GRANT IMPLEMENTATION  
CONTRACTS

Members of the Board:

On March 21, 2000, your Board approved an agreement with the California Integrated Waste Management Board (CIWMB) for a Used Oil Opportunity Grant in the amount of \$662,346 to conduct regional oil recycling program enhancements. Public Works, which was designated as the lead agency for the regional grant, returned to your Board on April 25, 2000, for approval of two independent contractor agreements with vendors to assist in carrying out grant projects. At that time Public Works informed you it would negotiate purchase order agreements with four local governmental jurisdictions to also assist in carrying out oil recycling activities under the CIWMB grant. An agreement has since been completed with the County of San Benito.

The remaining agreements, with the cities of Watsonville, Santa Cruz, and the Salinas Valley Solid Waste Authority, are attached for your Board's consideration today because of the higher contract amounts and to bring to your Board's attention the higher profile role these local jurisdictions will play in the oil recycling project.

Under these agreements, the city and agency staff will play an advisory and coordination role to assure that grant projects are implemented in conformance with local programs and preferences. In addition, as the two cities operate their own recycling collection programs, they will incur some collection expenses in the multi-family oil collection pilot. The City of Watsonville will also conduct its own multi-family oil recycling outreach activities, as it can build on an already planned city-wide, door-to-door education campaign.

Opportunity grant funds allocated to these cities amount to \$12,816 for the City of Watsonville, \$8,171 for the City of Santa Cruz, and \$8,257 for the Salinas Valley Solid Waste Authority. Funds sufficient for these expenditures have been appropriated in the Solid Waste Budget.

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

1. Approve independent contractor agreements to conduct regional oil recycling program enhancements with the City of Watsonville for a not-to-exceed amount of **\$12,816**, with the City of Santa Cruz, for a not-to-exceed amount of **\$8,171**, and with the Salinas Valley Solid Waste Authority for a not-to-exceed amount of \$8,257.
2. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,




THOMAS L. BOLICH  
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
County Administrative Officer

copy to: Public Works

OILGM

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

INDEPENDENT CONTRACTOR AGREEMENT  
To Recycle Used Motor Oil

THIS CONTRACT is entered into this 19th day of September, 2000 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the CITY OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide used motor oil recycling and public awareness services in accordance with the California Integrated Waste Management Board Fifth Cycle Local Government Used Oil Opportunity Grant, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$8,171, in a manner described in Scope of Work.

3. TERM. The term of this contract shall be: from date of execution to April 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES.

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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 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 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.~~ n d C O U N T Y agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the

designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

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

COUNTY OF SANTA CRUZ

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

APPROVED AS TO INSURANCE:

By: \_\_\_\_\_  
Risk Management

APPROVED AS TO FORM:

By: D. McRae 9-7-00  
Chief Assistant County Counsel

CONTRACTOR  
CITY OF SANTA CRUZ

By: [Signature]  
Address: 809 Center Street  
Santa Cruz, CA 95060

Telephone: (83 1) 420-5 160  
FAX: (83 1) 420-5541  
E-MAIL:

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:js

oil\opgrant\contract\scruzop.con

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

SCOPE OF WORK

Used Oil Recycling Opportunity Grant

Contractor: City of Santa Cruz

1. Work Tasks. Contractor will participate in used oil recycling and promotion projects as described in the Fifth Cycle Local Government Used Oil Opportunity Grant Agreement (contract number UOG5-99-3028) between the California Integrated Waste Management Board (CIWMB) and the County of Santa Cruz (County), which is hereby included by reference. Contractor will serve in an advisory and coordination role relating to implementation of projects within its area of jurisdiction, collect used oil at designated multi-family housing sites, and undertake other tasks approved in advance by County.
2. Compensation. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the CIWMB, within the maximum amount of this Agreement for expenses in carrying out Scope of Work tasks, with submission of supporting documentation such as time logs and receipts. Eligible expenses include oil collection costs, labor costs at the labor and benefit rates specified below, and other expenses approved in advance by County.

Superintendent of Solid Waste at \$36.14 per hour, including benefits.

Integrated Waste Worker at \$20.70 per hour, including benefits.

0250

State of California

California Integrated Waste Management Board

## CERTIFICATE OF SELF-INSURANCE AND RISK MANAGEMENT

(if additional space is needed, add attachment.)

Operator  LARRY L. ERWIN, DIRECTOR OF PUBLIC WORKS	Address  809 CENTER STREET, ROOM 201 SANTA CRUZ, CA 95060
Risk Manager  JACK HAIN	Address (if different from above)  809 CENTER STREET, ROOM 107 SANTA CRUZ, CA 95060

Solid Waste Disposal Facilities Covered: (Enter Information for Each Facility)

LIMITS OF LIABILITY

Name	Address	Facility Information Number	Per Occurrence*	Annual Aggregate*
CITY OF SANTA CRUZ CLASS III SANITARY LANDFILL	605 DIMEO LANE	44-AA-0001	\$1,000,000	\$1,000,000
TOTAL			\$1,000,000	\$1,000,000

\*Excluding legal defense costs

## CERTIFICATION:

[REDACTED] in connection with the operator's obligation to demonstrate financial responsibility under Title 14, California Code of Regulations, Division 7, Chapter 5, Article 3.3. The coverage applies to the above-listed facility(ies) for accidental occurrences arising from the operations of the facility(ies).

2. The limits of liability are the amounts stated above for "per occurrence" and "annual aggregate", exclusive of legal defense costs.

3. Indicate whether this coverage is ☒ primary or ☐ excess coverage.

4. Upon request by the Board, the operator agrees to furnish to the Board any documents pertinent to this coverage.

5. Termination of this coverage, will be effective only upon written notice, sent by certified mail, and only after the expiration of 60 days after a copy of such written notice is received by the Board and the local enforcement agency for the jurisdiction in which the facility is located, as evidenced by the return receipts.

JEFFREY SANCHEZ


FROM

B Nelson



**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

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

FROM: **PUBLIC WORKS DEPARTMENT** 0251 (Dept.)  
 (Signature) 9-6-00 (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)  
CITY OF SANTA CRUZ  
and, 809 CENTER STREET, SANTA CRUZ, CA 95060 (Name & Address)
2. The agreement will provide USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES IN ACCORDANCE WITH THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD USED OIL OPPORTUNITY GRANT.
3. The agreement is needed BECAUSE THIS WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT.
4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
5. Anticipated cost is \$ 8,171.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$8,171.00; 7% OVERHEAD \$571.97; TOTAL \$8,742.97
7. Appropriations are budgeted in 625110 !51035 !3665! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 0002244 Date 9/7/00  
are not will be

GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silver Deputy

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

Remarks: DM (Analyst) By  Date 9/11/00  
County Administrative Officer

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

J3:mg

**Distribution:**

B J. of Supv. • White  
Auditor-Controller • Blue  
County Counsel • Green •  
Co. Admin. Officer • Conroy  
Auditor-Controller • Pink  
Originating Dept. • Goldenrod

• To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz.  
Slate 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  
By \_\_\_\_\_ Deputy Clerk

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

INDEPENDENT CONTRACTOR AGREEMENT  
To Recycle Used Motor Oil

THIS CONTRACT is entered into this 19th day of September, 2000 2000, 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. ~~DDNTER~~ CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide used motor oil recycling and public awareness services in accordance with the California Integrated Waste Management Board Fifth Cycle Local Government Used Oil Opportunity Grant, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$12,816, in a manner described in Scope of Work.

3. TERM. The term of this contract shall be: from date of execution to April 30, 2002.

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 8 10.8) occurring by reason of anything done or omitted to be done by CONTRACTOR under or in connection with any work, authority or jurisdiction delegated to CONTRACTOR under his Agreement.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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. 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 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 agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the

designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

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

COUNTY OF SANTA CRUZ  
GENERAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
County Purchasing Agent

APPROVED AS TO INSURANCE:

By: \_\_\_\_\_  
Risk Management

APPROVED AS TO FORM

By: D. McRae 9.7.00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:js

oil\opgrant\contract\scruzop.con

CONTRACTOR  
CITY OF WATSONVILLE

By: W. J. Javantis 8/7/00

Address: 250 Main Street  
Watsonville, CA 95076

Telephone: (831) 728-6153

FAX: (831) 763-4065

E-MAIL :

APPROVED AS TO FORM

WATSONVILLE CITY ATTORNEY  
DATED: 8-5-00

ATTEST:

Loraine Washington  
CITY CLERK

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

SCOPE OF WORK

Used Oil Recycling Opportunity Grant

Contractor: City of Watsonville

1. Work Tasks. Contractor will participate in used oil recycling and promotion projects as described in the **Fifth** Cycle Local Government Used Oil Opportunity Grant Agreement (contract number **UOG5-99-3028**) between the California Integrated Waste Management Board (CIWMB) and the County of Santa **Cruz** (County), which is hereby included by reference. Contractor will serve in an advisory and coordination role relating to implementation of projects within its area of jurisdiction, conduct door-to-door outreach promoting used oil recycling, collect used oil at designated multi-family housing sites, and undertake other tasks approved in advance by County.

2. Compensation. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the CIWMB, within the maximum amount of this Agreement for expenses in carrying out Scope of Work tasks, with submission of supporting documentation such as time logs and receipts. Eligible expenses include promotional materials, oil collection costs, labor costs at the labor and benefit rates specified below, and other expenses approved in advance by County.

Senior Administrative Analyst at \$35.77 per hour, including benefits.

Senior Integrated Waste Worker at \$27.05 per hour, including benefits.

Integrated Waste Worker at \$26.35 per hour, including benefits.

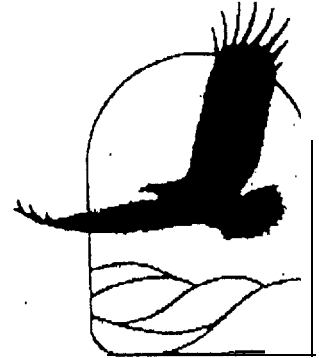
Student Intern at \$12.46 per hour, including benefits.

0257

# CITY OF WATSONVILLE

## FINANCE DEPARTMENT

P. O. Box 50000 • WATSONVILLE, CA 95077  
VOICE 831-728-6035 • FAX: 831-763-4066



August 28, 2000

To Whom It May Concern:

SUBJECT: City of Watsonville Insurance Coverage

Please accept this letter as proof of insurance because the City of Watsonville employs self-insurance for its potential claims in varying amounts. The City also participates in risk-pools and purchases insurance for amounts above its self-insurance retention levels. As a result, the City maintains cash reserves sufficient in its estimation to pay for potential claims against the City.

For Liability Claims, the City participates in a risk pool, Public Agency Risk Sharing Authority of California (PARSAC), on all claims in excess of \$500,000. This pool shares claim risk up to \$1 million and participates in another pool for claims up to \$10 million. The current Memorandum of Liability Protection coverage pay is attached. If you should have further questions, please call Kin Ong at PARSAC at 916-927-7727;

For Worker's Compensation claims, the City of Watsonville retains limits to \$250,000 and purchases reinsurance for claims in excess of \$250,000 through a program sponsored by PARSAC.

For Property Loss Claims, the City of Watsonville purchases insurance through a program sponsored by PARSAC with Robert F. Driver Associates (949) 756-0271 called Public Entity Property Insurance Program (PEPIP). The City's deductible is \$5,000.

If you have further questions, please contact me at 728-6035.

Sincerely,

Eric Frost  
Administrative Services Director

Enclosures: PARSAC Memorandum of Liability Protection

**42**

Post-k- Fax Note	7671	Date	# of pages
To	Jeffrey Smedley	From	Cowd Thomas
Co./Dept	U	Co.	Cow

## PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA

## MEMORANDUM OF LIABILITY PROTECTION

## COVER PAGE

This Memorandum specifies the liability protection afforded under the Public Agency Risk Sharing Authority of California Liability Program. Protection is afforded for Bodily Injury, Property Damage, Personal Injury, and Public Officials Errors and Omissions arising out of liability risks to which this Memorandum applies, subject to certain limitation% conditions, definitions and other provisions of this Memorandum.

California Government Code 9990.4 provides that pooling of self-insured claims or losses by public entities does not constitute the business of insurance under the California Insurance Code. There is no transfer of risk from the Member Entities to the Authority, nor any assumption of risk by the Authority. The Authority's sole duty is to administer the Program adopted by the Member Entities, as outlined, in the Public Agency Risk Sharing Authority of California Liability Program Participation Agreement..

The terms of this Memorandum shall be construed in accordance with the principles of California contract law. The Memorandum shall not be considered a contract of adhesion but rather a contract designed by mutual negotiation and consent of the Member Entities. If the language of the Memorandum is alleged to be ambiguous or unclear, the issue shall be resolved in a manner most consistent with the relevant terms of the Memorandum without any construction, interpretation, or presumption in favor of either the Protected Party or the Authority.

Words and phrases that are capitalized and appear in bold print in this Memorandum are defined in Section III.

- A. Member Entity: CITY OF, WATSONVILLE  
Mailing Address: P. O. Box 50000, Watsonville, California 95077-5600
- B. Protection Period: From July 1, 2000, 12:01 a.m. to July 1, 2001, 12:01 a.m.  
'Pacific Daylight Savings Time.
- C. Limit of Protection: \$500,000 Ultimate Net Loss as the result of any one Occurrence' because of Bodily Injury, Property Damage, Personal Injury, or Public Officials Errors and Omissions or any combination thereof in excess of the Retained Limit.
- D. Retained Limit: \$500,000 Ultimate Net Loss as the result of any one Occurrence because of Bodily Injury, Property Damage, Personal Injury, or Public Officials Errors and Omissions or any combination thereof.
- E. Deposit Contribution: \$82,002

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Signed by:



Dated:

JUN 08 2000



# REQUEST FOR APPROVAL OF AGREEMENT

ADM - 29 (6/95)

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

INDEPENDENT CONTRACTOR AGREEMENT  
To Recycle Used Motor Oil

THIS CONTRACT is entered into this 19th day of September 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and the SALINAS VALLEY SOLID WASTE AUTHORITY, 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 in accordance with the California Integrated Waste Management Board Fifth Cycle Local Government Used Oil Opportunity Grant, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$8,257, in a manner described in Scope of Work.

3. TERM. The term of this contract shall be: from date of execution to April 30, 2002.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES.

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

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

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. 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 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 agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the

Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

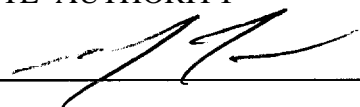
14. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
SALINAS VALLEY SOLID  
WASTE AUTHORITY

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

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

Address: 65 W. Alisal Street, Suite 210  
Salinas, CA 93901

APPROVED AS TO INSURANCE:

By: \_\_\_\_\_  
Risk Management

Telephone: (831) 758-7295  
FAX: (831) 758-7309  
E-MAIL: kurth@ci.salinas.ca.us

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:js

oil\opgrant\contract\svswa.con

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

SCOPE OF WORK

Used Oil Recycling Opportunity Grant

Contractor: Salinas Valley Solid Waste Authority

1. Work Tasks. Contractor will participate in used oil recycling and promotion projects as described in the Fifth Cycle Local Government Used Oil Opportunity Grant Agreement (contract number UOG5-99-3028) between the California Integrated Waste Management Board (CIWMB) and the County of Santa Cruz (County), which is hereby included by reference. Contractor will serve in an advisory and coordination role relating to implementation of projects within its area of jurisdiction, and undertake other tasks approved in advance by County.
2. Compensation. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the CIWMB, within the maximum amount of this Agreement for expenses in carrying out Scope of Work tasks, with submission of supporting documentation such as time logs and receipts. Eligible expenses include labor costs at the rate of \$40 (forty dollars) per hour, and other expenses approved in advance by County.



August 28, 2000

Mr. Jeffrey Smedberg  
Recycling Programs Coordinator  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, CA 95060

Dear Jeffrey;

This letter is to make you aware that the Salinas Valley Solid Waste Authority maintains its own self-insurance through AON Insurance services for all of our insurance needs.

I hope this answers the insurance requirement necessary for the Used Oil Opportunity Grant. If not, please call me at (83 1) 758-7925.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kurt Hunter'.

Kurt Hunter  
Recycling & Hazardous Materials Specialist

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF

TO: Board of Supervisors  
County Administrators  
County Clerk



**COUNTY OF SANTA CRUZ**  
**REQUEST FOR APPROVAL OF AGREEMENT**

0266

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

FROM:

**PUBLIC WORKS DEPARTMENT**

(Dept.)

(Signature)

9-6-00 (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)  
SALINAS VALLEY SOLID WASTE AUTHORITY  
and 65 WEST ALISAL STREET, SUITE 210, SALINAS, CA 93901 (Name & Address)
2. The agreement will provide USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES IN ACCORDANCE WITH  
THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD USED OIL OPPORTUNITY GRANT
3. The agreement is needed BECAUSE THIS WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT
4. Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
5. Anticipated cost is \$ \$8,257.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$8,257.00; 7% OVERHEAD \$577.99; TOTAL \$8,834.99
7. Appropriations are budgeted in 625110 !51035!3665! (Index#) 3590 (Subobject)

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

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

Contract No. 0002246 Date 9/7/00

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 PUBLIC WORKS DEPARTMENT

(Agency).

County Administrative Officer

Remarks:

[Signature] (Analyst)

By [Signature]

Date 9/11/00

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

JS: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

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

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ADM-29 (6/95)