



County of Santa Cruz⁰²³⁵

DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA : OCTOBER 3, 2000

September 26, 2000

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

SUBJECT: USED OIL RECYCLING BLOCK GRANT 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 block 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 will be continued during the **2000/01** fiscal year, as in past years, with the assistance of several contractors. Most of the agreements with these contractors have been or will be renewed or amended with minor changes. However, the scopes of work for two of the contractors, Ecology Action of Santa Cruz and **Bayside Oil II**, have been revised for the new year. These contracts are attached for your approval.

Under the new Ecology Action agreement, the contractor will provide a wide range of public awareness services to promote used oil recycling, including updating literature, conducting public and school presentations, and coordinating newspaper and electronic media advertising. The scope of work has been revised to detail the varied services the contractor will perform during the coming year.

The agreement with **Bayside Oil II** was renegotiated to include a provision assuring that the quantity of used oil collected by the contractor from County collection programs would be sent to a refinery that produces new motor oil **from** the old. This provision guarantees that the

recycled resource is used for its highest and best use, rather than burned as fuel, which is a common end for old motor oil. Directing the flow of resources in this way helps sustain the supply of high quality re-refined motor oil that our General Services Department purchases for use in the County Motor Pool fleet. The agreement also replaces "at cost" reimbursement with specific rates for services. This will allow the contractor to meet the County's additional requirements concerning the recycling of oil while limiting costs.

The not-to-exceed costs for the contracts are \$30,000 for Ecology Action and \$9,900 for **Bayside** Oil II. Sufficient funds are available in Public Works' Oil Recycling Grant Budget for this purpose.

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

1. Approve independent contractor agreements to carry out motor oil recycling and public awareness services with Ecology Action of Santa Cruz for a **not-to-exceed** amount of \$30,000, and with **Bayside** Oil II for a not-to-exceed amount of \$9,900.
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:bbs

Attachments

RECOMMENDED FOR APPROVAL:



Susan A. Marzello
County Administrative Officer

copy to: Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

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

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Public awareness services to promote used motor oil recycling, 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 \$30,000, in a manner described in the Scope of Work.

3. TERM. The term of this contract shall be u n e 3 0 , 2 0 0 1 .

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 CONTRACTORS 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 CONTRACTORS 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 _____/_____.

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A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here - / -

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - / -

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: DAN DE GRASS1

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

0239

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

DAN DE GRASS1
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 4 10
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, 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.

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(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.

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

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

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

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

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

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

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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.

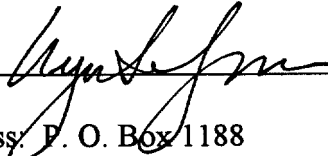
14. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
ECOLOGY ACTION OF SANTA CRUZ

By: _____
Director of Public Works

By:  _____
Address: P. O. Box 1188
Santa Cruz, CA 95061

APPROVED AS TO FORM:

Telephone: (83 1) 426-5925
FAX: (831) 425-1404
E-MAIL: ecoact@ecoact.org

By:  _____
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

ECOLB

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**Ecology Action Scope of Work
Motor Oil Recycling Block Grant Program
Fiscal Year 2000/2001**

A. Newspaper Advertising:

Update and implement newspaper display ad placement schedule with the approval of County staff. Create and format or locate new camera ready newspaper advertisements from other jurisdictions. The ad campaign may include Spanish language versions of ads run in publications with Spanish speaking audiences as determined by County staff. Implementation will begin at the beginning of the fiscal year and ads will be placed seasonally.

B. Radio and TV Advertising, Including PSA's:

Coordinate with outside advertisement consultants or the Regional Recycling Media Coalition staff to place seasonal radio and TV ads promoting motor oil recycling, including to the Spanish-speaking community residents. Meet periodically with ad agency representative and/or regional committee members to discuss the ad campaign, evaluate effectiveness and consider changes. Ads will be coordinated regionally with other municipal partners.

C. Community Presentations, Special Events, School Program:

Coordinate attendance at 17 special community events and three high school presentations to promote motor oil recycling. Staff hours will include preparation time, travel time, display assembly and tear-down, and staff time at each event. An improvement to last year's program, at the larger and most oil-appropriate events, Ecology Action will staff the booth with 2 staff members to most effectively reach a large number of event attendees and maximize the value of booth activities. Ecology Action will endeavor to use volunteers (no charge) or interns (lower charge) to staff these events to minimize costs to the County.

1) Table Display Events: Conduct 10 presentations to the target promotion audience of "do-it-yourselfers". Promotion will take place in front of cooperating retail outlets and flea markets throughout the County.

2) High School Presentations: Offer in-class presentations to all auto shop high school classes throughout the County. Include the following high schools: Santa Cruz, Watsonville, and students from SLV HS going to Santa Cruz HS. Due to the number of auto shop classes in the area, Ecology Action proposes a total of 3 classroom presentations in this category.

3) Highly Attended Special Events: Special events will be staffed to promote oil recycling and the use of re-refined motor oil during the Fiscal Year. The equivalent of 7 full events from the list below will be attended. At some events, oil recycling will be promoted in conjunction with other promotions (1/2 booth). This schedule may be modified by consent of County.

Date and Location	tvent Cype	Name of tvent	Oil Only	tvent Status?	No. Staff
July Watsonville	General	4 th of July	Y	Full booth	2
August Ben Lomond	Auto	Concours d'tlegance	Y	Full booth	1
August Santa Cruz	P2	Clean Water Day	Y	Full booth	2
September Santa Cruz	General	Shark I-est	N	Full booth	2
September Santa Cruz	Auto	Thunderbird Car Show	Y	Full booth	1
March Scotts Valley	General	Gym Jam	N	1/2 booth	1
April Santa Cruz	P2	arth Day	N	Full booth	2
April Santa Cruz	General	Home and Garden Show	N	1/2 booth	1
May Ben Lomond	P2	Clean Air Fair	Y	t-ull booth	1
May Santa Cruz	General	The Human Race	N	1/2 booth	1
May Watsonville	General	Cinco de Mayo	Y	Full booth	2
June Santa Cruz	Auto	Woodies on the Wharf	Y	t-ull booth	2

D. Update Promotional Materials:

As requested by County staff, format and publish updated point of a purchase tear off sheets, used oil container labels, POP backing stands and other promotion materials on available services.

E. Point of Purchase (POP) Displays:

Maintain the existing point of sale displays at retail stores and place new point of sale displays as requested or needed:

1) Develop and maintain a working relationship with at least one key staff member at each point of purchase retail store.

2) Make contact with each point of purchase store per quarter, alternating between an in-person visit and a phone inquiry. During unannounced visits, Ecology Action will evaluate condition, visibility, general appearance, public accessibility, customer interest, and general effectiveness of program. These visits will also include personal interaction with key store staff members. During the phone inquiry for each display, Ecology Action staff will inquire about re-supplying tear-off sheets and general feedback on program success. Re-supply display materials on an ongoing basis as requested by retail stores.

F. Project Planning and Evaluation:**1) Project Planning and Research/Training:**

1.1 Work within team and with County staff to plan implementation and evolution of program. Complete a specific annual calendar of tasks and deadlines in the first quarter for Ecology Action and County ongoing use. This plan will be reviewed quarterly with County staff for accuracy, communication and planning purposes.

1.2 Ecology Action staff will keep up-to-date on current program options and industry trends. This will be accomplished through staff attendance at workshops and industry meetings. Hours allocated for attendance at such events will be pre-approved by County.

2) Reports and Evaluations:

2.1. Information to be included in monthly invoices:

- (a) Consultant hours that month per **workplan** activity and per staff position classification, year to date hours and cost, total budgeted hours and cost, and itemization of work performed.
- (b) Receipts for material expenses.

2.2. Information to be included in quarterly progress reports:

- (a) Sample of actual newspaper ads and articles published in local papers and newsletters.
- (b) Sample of press packets and releases developed and distributed.
- (c) Sample of any publications updated.
- (d) POP displays maintained or newly placed, including name, address and phone number of retail stores, staff contact, date visited or phoned, POP evaluation sheet.
- (e) Date, name, location and number of attendees of each community event.
- (f) Radio and TV ad air time dates and content, with brief summary of periodic monitoring meetings.
- (g) Documentation required by the CIWMB.

2.3. Evaluation Method(s):

- (a) Review program as needed by advisory board for project area. Advisory board membership to include applicable jurisdictional staff members within the County of Santa Cruz participating in this program.
- (b) A written annual evaluative report on all **workplan** areas due by 7/31/01.

**Ecology Action Budget
Motor Oil Recycling Block Grant Program
Fiscal Year 2000/2001**

Staff Hours

Category	Total Hours	Total Cost @ \$40/hr average
A. Newspaper Ads	40	\$1,600
B. Radio and TV Ads	20	\$800
C. Community Events and School Program	280	\$11,200
D. Update Promotional Materials	30	\$1,200
E. Point of Purchase Displays	60	\$2,400
F. Program Planning and Evaluation	84	\$3,360
TOTAL STAFF COSTS	514	\$20,560.00

Material Expense

Category	Total Cost
B. Newspaper Ads	\$800
C. Radio and TV Ads	\$8,040
D. Community Events and School Program (mileage, promo items)	\$400
F. Update Promotional Materials	\$200
TOTAL MATERIALS COST	1,440.

TOTAL STAFF AND MATERIALS COST NOT TO EXCEED	22,000.
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Hours and materials budgets are for planning-purposes only and may be adjusted throughout the contract period by mutual consent of County Contract Manager and Ecology Action in order to complete the tasks specified in the Scope of Work.

ECOLOGY ACTION RATE SHEET

COUNTY OF SANTA CRUZ USED OIL BLOCK GRANT FOR FISCAL YEAR 2000/2001

LABOR REIMBURSEMENT

<u>POSITION LEVEL</u>	<u>STAFF PERSON AS OF 9/1/00</u>	<u>BILLABLE HOURLY RA</u>
Entry Level	Sara Pasaquinelli	\$ 32.65
Line staff	Melissa Meng Barnaby Stamm	\$ 37.03
Lead Line Staff	Collette Streight Anna Hirst Jeremy Pearl	\$ 42.47
Project Manager	Victor Aguiar Kirsten Liske	\$ 52.26
Controller/Business Manager	Evan Parker	\$ 56.63
Deputy Director	Mahlon Aldridge	\$ 56.63
Executive Director	Virginia Johnson	\$ 70.82

TRAVEL REIMBURSEMENT

Vehicle Mileage Reimbursement Rate:

\$0.24 per mile

**PAGES 0246 AND 0247 DOCUMENT REGARDING
CERTIFICATE OF LIABILITY INSURANCE IS
UNABLE TO BE SCANNED**

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0248

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 9-20-00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
ECOLOGY ACTION OF SANTA CRUZ
and P. O. Box 1188, Santa Cruz, CA 95061 (Name & Address)
- The agreement will provide motor oil recycling and public awareness services
- The agreement is needed because the work can be most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 30,000 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$30,000; 7% Overhead \$2,100; Total \$32,100
- Appropriations are budgeted in 6 2 5 1 1 0 ! 5 1 0 2 5 ! 3 6 6 5 ! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 00061 Date 9/21/00
are not available and will be encumbered.
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.
JS: bbs

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

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 9/25/00

Agreement approved as to form. Date _____

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

*To Originating Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and BAYSIDE OIL II, hereinafter called CONTRACTOR. The parties agree as follows:

1. CONTRACTOR agrees to exercise special skill to accomplish the following result: Provide used motor oil and oil filter recycling, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: shall not exceed \$9,900.00.

3. TERM. The term of this contract shall be: J u n e 3 0 , 2 0 0 1 .

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 CONTRACTORS 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.

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COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET
SANTA CRUZ, CA 95060

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

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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 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.

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 ⁰²⁵³ 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
BAYSIDE OIL II

By: _____
Director of Public Works

By: Kim Glenn

Address: 2 10 Encinal Street
Santa **Cruz**, CA 95060

APPROVED AS TO FORM:

Telephone: (83 1) 427-3773
FAX: 831-427-9502
E-MAIL _____

By: D. McPae 9.21.02
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

BOILB

40

Contract No. _____

SCOPE OF WORK

Santa Cruz County Regional Used Motor Oil Recycling Program

Contractor: Bayside Oil II

1. DUTIES.

A. Used Motor Oil Collection. Contractor will provide collection of used motor oil as needed at sites which accept used oil for recycling at no charge from the public on a drop-off basis in Santa Cruz County, as directed by County.

B. Used Motor Oil Filter Collection. Contractor will set up collection containers and provide collection of used oil filters as needed at sites which accept such filters for recycling at no charge from the public on a drop-off basis in Santa Cruz County, as directed by County.

C. Public Drop-Off Site. Contractor will accept used motor oil and used oil filters from the public at no charge at its principal place of business. Contractor will maintain a log containing name, date, and quantity of used motor oil and oil filters received from the public at this site for the purpose of reimbursement by County.

D. Contractor will collect, transport, and store used oil and oil filters in compliance with all applicable local, state and federal regulations.

E. On a quarterly basis, Contractor will ship to a facility which re-refines used oil into a new lubricating oil product a quantity of used oil equal to or greater than the quantity of used oil Contractor collects under this Agreement during the same quarterly period. Contractor will provide documentation of such shipments.

2. COMPENSATION. The County will reimburse Contractor within the maximum amount of this Agreement for the following expenditures:

A. Used motor oil accepted for recycling at no charge from the public at a rate not to exceed \$50 per pickup from a collection center other than Contractor's place of business.

B. Used oil filters accepted for recycling at no charge from the public at a rate not to exceed \$65 per drum of drained filters picked up from a collection center other than Contractor's place of business.

C. Used motor oil accepted for recycling at no charge from the public at Contractor's place of business at a rate not to exceed \$0.30 per gallon.

D. Used oil filters accepted for recycling at no charge from the public at Contractor's place of business at a rate not to exceed \$0.65 per filter.

E. Reasonable disposal costs of contaminated oil which must be disposed of as hazardous waste rather than recycled may be reimbursable, subject to approval by County.

F. Reasonable set-up costs directly associated with the collection of used motor oil and oil filters accepted for recycling at no charge from the public, subject to approval by County.

G. Used oil or used oil filters generated as a result of commercial automotive service activity are not eligible for reimbursement under this Agreement.

3. DOCUMENTATION. Contractor's payment requests must include sufficient information to establish claims made are eligible for payment. At a minimum, the documentation must include the quantity of used oil and used oil filters collected from the public, dates of collection, and evidence they were recycled such as a bill of lading or manifest.

**PAGES 0256 AND 0257 DOCUMENT REGARDING
CERTIFICATE OF LIABILITY INSURANCE IS
UNABLE TO BE SCANNED**

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0258

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

FROM:

PUBLIC WORKS (Dept.)

(Signature)

9-20-00 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
Bayside Oil II
and 210 Encinal Street, Santa Cruz, CA-95060 (Name & Address)
- The agreement will provide used motor oil recycling services
- The agreement is needed because the work can be handled most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 9,900.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$ 9,900; 7% Overhead \$693.00; ~~XXXXXX~~ Total \$10,593
- Appropriations are budgeted in 625110 ! 51025 ! 3665 ! (Index#) 3590 (Subobject)

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

Appropriations are available and 0002 encumbered. Contract No. CO 15 Date 9/21/00
are not available and will be

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silm Deputy.

JS:kbs

Proposed 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

Remark: DM (Analyst)

By [Signature] Date 9/25/00

Agreement approved as to form. Date _____

Distribution:

- Bd. of Supv. - White
- Auditor-Controller - Blue
- County Counsel - Green
- Co. Admin. Officer - Conroy
- Auditor-Controller - Pink
- Originator Dept - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk