



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: JANUARY 15, 2002

January 3, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: ELECTRONIC WASTE PRODUCTS REUSE AND RECYCLING

Members of the Board:

On March 22, 2001, the California Department of Toxic Substances Control (DTSC) issued a policy statement that cathode ray tubes (CRTs), the "picture tubes" in televisions, computer monitors, video recorders, and other electronic devices, are hazardous waste under California statute. Each CRT contains five to eight pounds of lead, which could leach from a broken tube into the environment if not properly handled. This designation makes it illegal to dispose of a CRT in a municipal solid waste landfill.

On August 3, 2001, the DTSC issued emergency regulations on the handling of CRTs, designating them as "universal wastes," a designation given to hazardous materials containing items in widespread use that pose a limited threat to health and safety. The universal waste designation is used to simplify handling requirements for the purpose of promoting recycling or proper disposal. These regulations do not allow any exemption to the ban on landfill disposal of CRTs.

To avoid violation of the DTSC regulations, Public Works began in mid-August to divert televisions and computer monitors from disposal loads and stockpile them at our County disposal sites. The newly issued emergency regulations pertaining to CRTs allow our County's existing Household Hazardous Waste (HHW) Program to handle CRTs safely and legally without modification of the facilities or procedures.

To handle these waste electronic products, Public Works developed a list of potential vendors and requested price quotes from seventeen of them known to do business in central California; six vendors responded. From the responders, Public Works selected two based on

provision of needed services, price, reliability of service according to their references, and processing methodology. On the subject of methodology, vendors were selected that could document that they conduct their processing in the United States and do not ship e-wastes overseas, where some hazardous wastes have been improperly dumped.

Public Works has negotiated contracts with these two vendors to provide transportation, processing, and recycling of CRTs and a wide variety of other non-hazardous household electronic products, collectively known as “e-wastes,” as described in the attached Electronic Product Waste Acceptance Policy. The processing systems utilized by both vendors include reuse of products and components where possible, extraction and recycling of metals, and an environmentally sound method of recycling the leaded glass, such as into new CRTs. The agreements are attached for your approval.

One contract in the amount of \$50,000 is with Philip Transportation and Remediation, Inc., which currently provides hauling and disposal services for the County’s HHW Program. This contractor could best handle larger quantities of e-waste collected at a single site. The other contract, in the amount of \$15,000, is with United Datatech, a San Jose-based firm specializing in de-manufacturing for Silicon Valley electronic products companies. This contractor could best handle smaller quantities of e-waste collected at satellite sites. As each vendor offers optimum pricing under different collection circumstances, the County will be best served by having both vendors under contract to carry out the work.

This new collection program is needed because CRTs are no longer allowed in our County landfill, where previously many were disposed. There are a minimal number of other options available to residents. A few retail stores and repair shops accept limited types of used electronic products from the public at no charge. Non-profit organizations that focus on refurbishing of electronic equipment for donation and reuse are being overwhelmed by the quantity of material dropped off, and some are on the verge of refusing acceptance of these items. As it becomes more widely known that old televisions and computer monitors are no longer valuable and, indeed hazardous, people will want to clean out their closets and get rid of them. A simple, well advertised, and financially accessible program will assure that these wastes are properly handled.

Public Works has determined that CRTs are a waste requiring special handling and proposes the attached Electronic Product Waste Acceptance Policy for your Board’s review. According to this policy, a \$9.00 special handling rate would be assessed on all CRT-containing items at County disposal sites, in accordance with the existing disposal rate structure under the County Unified Fee Schedule. All other household e-wastes would be accepted at no charge. An important waiver to this rate would allow patrons to drop off a limited number of CRTs (two per trip) at no charge when the HHW site is operating, thus avoiding the need for special handling by landfill operations staff.

The CRT fee waiver would benefit residents by encouraging them to utilize an environmentally sound option for disposal of their CRTs. The quantity limitation on the waiver is necessary to ensure that County facilities do not attract out-of-county loads of CRTs and that local

government resources are not used to displace the legitimate business expense of a large generator in disposing of commercial hazardous waste. Public Works will monitor the e-waste collection program and rate structure and will return to your Board during the 2002/03 Budget Hearings when the Unified Fee Schedule is next updated if any rate adjustments are warranted.

The e-waste recycling program would be promoted by an advertising campaign which would feature retail and non-profit locations around the county which agree to accept certain electronic products, in addition to describing the free drop-off of household e-waste at the County HHW facilities. The publicity will encourage the donation of working equipment to community partners who focus on reuse and refurbishing.

The special handling rate for CRTs would cover costs of acceptance of larger quantities of CRTs at County disposal sites. The proposed rates are similar to rates established by nearby disposal sites (Marina Landfill, \$10.00, Santa Cruz Municipal Resource Recovery Facility, \$7.00). The specific fees for CRT-containing products correspond to vendor charges and anticipated handling costs. No special fees would be assessed on other e-waste, as vendor prices for this material reflect its slight resale or scrap value. The remaining costs would be borne by the Solid Waste and Recycling Program budget. Sufficient funds were anticipated and included in the County Service Area No. 9-C budget for this program. Costs of the free drop-off program facilitated by the rate waiver would be allocated to the participating jurisdictions through the HHW Program cost sharing agreements on the basis of patron origin surveys which are regularly filled out at the time of drop-off at the HHW sites.

Our local governmental jurisdictions will not be able to assume the burden of sole financial responsibility for proper handling of electronics waste over the long term. To address the broader issues, state agencies, recyclers, and non-profit groups including the California Integrated Waste Management Board and the Silicon Valley Toxics Coalition are working with electronic product manufacturers in a National Electronics Product Stewardship Initiative to develop end-of-life management strategies. Public Works staff is monitoring and participating in this process. The thrust of the discussion is to promote principles of extended producer responsibility, as described in the attached Extended Producer Responsibility Principles for Electronics. Extended producer responsibility will foster the development of sustainable design and recovery of electronic equipment by shifting the burden of disposal responsibility from government, rate payers and taxpayers back to the manufacturers, distributors and consumers of such products, where it properly belongs, in part by internalizing life cycle costs in the price of such products.

While the electronics industry could solve the e-waste management problem by unilateral action or funding, the more likely scenario includes participation and action by government, preferably at the state or federal level. Approval of the attached resolution urging computer and electronics producers to take responsibility for reuse and recycling of their products would send a signal to industry as well as the state by indicating that if those parties fail to act, we must do so at the local level. The resolution indicates that appropriate local action could include preparing a local ordinance to require sellers and manufacturers to take back computers and other electronic equipment at no additional charge, fully fund a free and convenient recovery system, or

collect a deposit at the point of sale to provide incentives for consumers to properly dispose of such products and cover the costs to the County and others for proper management of such products. Other jurisdictions, including San Francisco, Del Norte, Sonoma, and San Benito Counties, have adopted similar resolutions.

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

1. Adopt the attached resolution supporting Extended Producer Responsibility Principles for Electronics and urging the state legislature to enact legislation supporting these principles.
2. Approve acceptance policies for televisions, computer monitors, and non-hazardous electronic products waste at County disposal sites.
3. Approve independent contractor agreements for transportation, recycling and disposal of electronic products waste with Philip Transportation and Remediation, Inc. for a not-to-exceed amount of \$50,000, and with United Datatech for a not-to-exceed amount of \$15,000.
4. Authorize the Director of Public Works to sign the agreements on behalf of the County.

Yours truly,



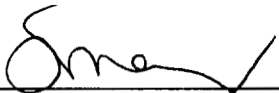
For

THOMAS L. BOLICH
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works Department

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

0419

RESOLUTION NO. _____

On the motion of Supervisor
duly seconded by Supervisor
the following resolution is adopted:

RESOLUTION URGING COMPUTER AND ELECTRONICS PRODUCERS TO TAKE
RESPONSIBILITY FOR REUSE AND RECYCLING OF THEIR PRODUCTS

WHEREAS, electronic discards are an increasing problem, with more than 6,000 computers becoming obsolete in California every day and 3.2 million tons of electronic waste ending up in United States landfills annually; and

WHEREAS, electronics contain lead, cadmium, mercury, hexavalent chromium, polyvinyl chloride, brominated flame retardant and other materials that can pose hazards to human health and the environment when handled improperly; and,

WHEREAS, only 14 percent of personal computers that became obsolete in 1998 were recycled or refurbished; and,

WHEREAS, the State of California Department of Toxic Substances Control recently issued a policy statement that discarded cathode ray tubes, such as those found in televisions and computer monitors, are hazardous materials and therefore prohibited from municipal landfills, increasing concerns regarding proper disposal, cost and liability; and,

WHEREAS, prior to this determination, cathode ray tubes were received regularly as municipal solid wastes at disposal facilities operated by the County of Santa Cruz; and,

WHEREAS, extended producer responsibility principles, such as those being adopted by several countries and the European Union, and contained in the attached Extended Producer Responsibility Principles for Electronics, will foster the development of sustainable design and recovery of electronic equipment by shifting the burden of responsibility for disposal from government, rate payers and taxpayers back to the manufacturers, distributors and consumers of such products, where it properly belongs, in part by internalizing life cycle costs in the price of such products.

NOW, THEREFORE, BE IT RESOLVED, that the County of Santa Cruz Board of Supervisors supports the aforementioned Extended Producer Responsibility Principles for Electronics; and,

BE IT FURTHER RESOLVED, that the County of Santa Cruz Board of Supervisors hereby urges its state assembly members and senators, by receipt of this resolution, to support legislation requiring computer and electronics producers to operate or fund comprehensive extended producer responsibility programs whereby products are sustainably designed and labeled, consumers receive a financial incentive for proper disposal, a convenient collection infrastructure yielding a high rate of recovery is created, and environmentally sound reuse followed by recycling is maximized; and,

BE IT FURTHER RESOLVED, that if no effective producer responsibility program is created by industry or enacted by the California legislature and signed by the Governor by October 15, 2002, the County of Santa Cruz will consider local actions including preparing a local ordinance to require sellers and manufacturers to take back computers and other electronic equipment at no additional charge or fully fund a free and convenient recovery system; and,

BE IT FURTHER RESOLVED, that the County of Santa Cruz, should industry and the Legislature and Governor fail to act, may additionally require a deposit or fee at the point of sale to provide incentives for consumers to properly dispose of such products and cover the costs to the County and others for proper management of such products.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this ____ day of _____ 2002, by the following vote:

AYES: SUPERVISORS

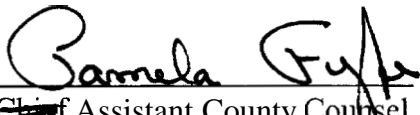
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairman of said Board

ATTEST: _____
Clerk of said Board

Approved as to form:



~~Chief~~ Assistant County Counsel

Distribution: County Counsel
Public Works

Discarded electronic equipment is one of the fastest growing waste streams in the industrialized world, due to the growing sales and rapid obsolescence of these products. Electronic equipment is also one of the largest known sources of heavy metals and organic pollutants in the waste stream. Without effective phase-outs of hazardous chemicals and the development of effective collection, reuse and recycling systems, highly toxic chemicals found in electronics will continue to contaminate soil and groundwater as well as pollute the air, posing a threat to wildlife and people.

These principles are based on a concept called Extended Producer Responsibility (EPR) for post-consumer electronics waste. The objective of EPR is to make brand name manufacturers and distributors financially responsible for their products when they become obsolete. Our ultimate aims are pollution prevention and waste avoidance through a hierarchy of practices, including source reduction, reuse, re-manufacturing and recycling.

Currently, the expense of collecting, managing and disposing of discarded electronics—including household hazardous waste collection and hazardous waste site cleanup—is borne by taxpayer-funded government programs, primarily at the local level. We support having manufacturers and distributors assume responsibility for these costs, so that they can be internalized and reflected in product prices. This creates a powerful incentive for manufacturers of electronics to reduce such costs by designing products that are clean, safe, durable, reusable, repairable, upgradable, and easy to disassemble and recycle.

Companies that innovate more quickly will end up being more competitive than those that delay. Many companies in countries throughout Europe and Asia are already implementing EPR programs in response to government regulations.

In order to achieve the vision of electronics EPR, we have developed the following platform:

MANUFACTURER RESPONSIBILITIES

- Financial and/or physical responsibility. Manufacturers and distributors of electronic equipment must take financial and/or physical responsibility for their products throughout the entire product lifecycle, including in particular take-back and end-of-life management. This responsibility must include:
 - reduced use of hazardous materials in manufacturing;
 - collection, disassembly, reuse and recycling of discarded computer equipment to the highest degree practicable; and
 - requirements that recycling is done in an environmentally sound manner.
- Infrastructure development. EPR will foster development of effective, environmentally sound and sustainable infrastructure for collection, re-use, re-manufacturing and recycling of electronic equipment.
- Stop hazardous waste exports. The federal government should ban exports of hazardous materials from discarded electronic waste equipment.
- Community re-investment. The recycling infrastructure developed under an electronics "take back" system should support local economic development in domestic reuse, re-manufacturing and recycling processing systems.

- o Internalize costs. EPR internalizes “end-of-life” management costs in the price of electronic equipment by shifting the burden from taxpayers to industry, so that those with effective “take-back” and recycling programs are not put at a competitive disadvantage.
- o Recycling goals. The electronics industry should meet aggressive recycling goals and implement methods for tracking and publicizing success.
- o Adopt the Precautionary Principle. Where there is a threat to health or the environment, a precautionary approach requires taking preventive action even before there is conclusive scientific evidence that harm is occurring. The federal government should develop and implement strict protocols for testing chemicals and mixtures before they are introduced into the markets.
- Phase-out hazardous materials. The electronics industry should end the use of chemicals that are dangerous to human health or the environment (including lead, mercury, cadmium, brominated flame retardants, chlorinated solvents, and other hazardous materials).
- Proper handling of hazardous materials. Manufacturers of electronic products should protect workers, the public and the environment from hazardous materials until safer substitutes are developed and used.
- Design for the environment. Manufacturers of electronic products should develop and use safer, less toxic materials; design for durability, upgradability and disassembly; avoid designing “disposable” products; and reduce consumption of water and energy resources throughout the product lifecycle.
- Closed-loop recycling. The electronics industry should design products to be easily repaired and upgraded to extend their useful life; incorporate recycled content and remanufactured components into new products; and develop closed materials cycles.
- The goal is to ban all discarded electronic equipment from going to landfills or trash incinerators and to end environmentally unsound recycling practices.

ELECTRONIC PRODUCT WASTE ACCEPTANCE POLICY

County of Santa Cruz Public Works Department — Effective January 2002

Household electronic products, as described in Definitions below, are now accepted at the Buena Vista Landfill and the Ben Lomond Transfer Station. Public Works has determined that cathode ray tubes (CRTs) are a hazardous waste requiring special handling. A \$9 special handling rate will be assessed on all CRT-containing items at County solid waste facilities. All other household electronic products will be accepted at no charge. Important waivers to the CRT rate are granted, as specified below. Public Works will monitor the e-waste collection program and rate structure and may propose future rate adjustments if warranted.

The following waivers to the special handling rate are granted to facilitate the diversion of CRTs from landfill disposal:

- Solid waste facility patrons may drop off, at no charge, up to 2 CRT-containing items per trip at an Household Hazardous Waste (HHW) site on scheduled days of operation, thereby avoiding the need for special handling by landfill operational staff.*
- Businesses in the community which join the County in a public/private partnership on e-waste recycling and which advertize that they accept e-waste from the public at no charge will be allowed to dispose of unwanted CRT-containing products generated by the public through County vendors at no charge. County publicity encourages the donation of working equipment to these community partners who focus on reuse and refurbishing.

To serve the business community, Public Works offers a list of vendors able and willing to make arrangements with businesses directly to provide collection and recycling of e-waste they generate. In addition, most business e-wastes are accepted at County solid waste facilities, though the fee waiver would not apply to quantities of CRTs.

* The limitation of the CRT fee waiver to days of HHW Program operation will not be enforced for the first six months of the collection program to allow residents time to learn program guidelines. The non-enforcement window will not be widely publicized.

Electronic Product Waste Acceptance Policy

DEFINITIONS

- CRT:** Cathode ray tube, the picture tube in a television, computer monitor, video recorder, or other electronic device.
- E-waste:** Non-functional, outdated, or otherwise no longer wanted electronic products which are discarded into the waste stream.

Household Electronic Product:

A product designed for use in a home environment that contains electronic wiring and circuitry and is often housed in a plastic casing. The following specific products are included in this definition:

- television
- computer monitor
- CPU (personal computer, laptop)
- computer peripheral (keyboard, mouse, printer, modem, scanner, external drive, speaker)
- audio equipment (radio, clock radio, walkman, stereo, receiver, tuner, amplifier, cassette deck, CD/compact disc player)
- video equipment (VCR/video cassette recorder, video camera, DVD player)
- telephone equipment (telephone handset, cellular phone, answering machine)
- office equipment (fax machine, copy machine, calculator, adding machine)
- other home electronics (video game console, word processor, handheld device, handheld game)
- wiring (computer cables, phone wires, connectors)

Note: The definition of Household Electronic Products does not include items primarily made of metal with minimal circuitry, such as microwave ovens or other appliances generally accepted for recycling as scrap metal.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of January, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and UNITED DATATECH DISTRIBUTORS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO PROVIDE TRANSPORTATION, RECYCLING, AND DISPOSAL SERVICES FOR HOUSEHOLD ELECTRONIC WASTES, 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 \$15,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.
3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 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, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
 - A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
 - B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at 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

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:

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JEFFERY SMEDBERG
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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 Equal Employment Opportunity 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.

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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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. 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

CONTRACTOR
UNITED DATATECH DISTRIBUTORS

By: 
Address: 950 SOUTH THIRD STREET,
SAN JOSE. CA 95112

APPROVED AS TO FORM:

By: 
Chief Assistant County Counsel

Telephone: (408) 998-0700
FAX: (408) 998-0900
E-MAIL tomh@.uniteddatatech.com

JES:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

UDDA.wpd

SCOPE OF WORK

Household Electronic Products Recycling Program

Contractor: United Datatech

1. Duties: Contractor will pick up, transport, and process household electronic products as follows:

- A. Household electronic products are described in the attached Definitions.
- B. Contractor will pick up at locations determined by County on an on-call basis.
- C. Contractor is responsible for processing all material within the United States and handling all hazardous waste in conformance with all applicable laws and regulations. Overseas shipments will be limited to tested working products intended for reuse or resale.
- D. Contractor will, to the greatest extent practicable, process materials in the following order of priority: reuse and refurbishment, salvage, recycling, and environmentally safe disposal as a last resort.

2. Records and Reporting. Contractor will provide an accounting of all materials picked up, by count and/or by weight, in accordance with reporting requirements for CRT handlers pursuant to California Department of Toxic Substance Control regulations.

3. Compensation. The County will reimburse Contractor within the maximum amount of this Agreement for transportation, recycling and disposal costs according to the attached Rate Sheet, upon submission of pickup records.

RATE SHEET

0431

Household Electronic Products Recycling Program

Contractor: United Datatech

Item Cost:

Computer monitors	\$12.00 per unit
Other electronics waste	\$0.40 per pound net weight received

Transportation is included in the per-item cost.

Contractor to load and remove pre-packaged pallets.

County to separate products into categories when packaging: monitors, TVs, CPUs, peripherals.

County to package monitors, TVs, and CPUs on pallets and secure with stretch wrap.

County to package peripherals and other household electronics in 40"x48"x40" bin boxes.

Contractor to provide 40"x48"x40" bin boxes to locations with protection from elements.

Minimum number of pallets for one pickup: 15.

Maximum number of locations to be served by one pickup: 3.

DEFINITIONS

0432

CRT: Cathode ray tube, the picture tube in a television, computer monitor, video recorder, or other electronic device.

E-waste: Non-functional, outdated, or otherwise no longer wanted electronic products which are discarded into the waste stream.

Household Electronic Product:

A product designed for use in a home environment that contains electronic wiring and circuitry and is often housed in a plastic casing. The following specific products are included in this definition:

- television
- computer monitor
- CPU (personal computer, laptop)
- computer peripheral (keyboard, mouse, printer, modem, scanner, external drive, speaker)
- audio equipment (radio, clock radio, walkman, stereo, receiver, tuner, amplifier, cassette deck, CD/compact disc player)
- video equipment (VCR/video cassette recorder, video camera, DVD player)
- telephone equipment (telephone handset, cellular phone, answering machine)
- office equipment (fax machine, copy machine, calculator, adding machine)
- other home electronics (video game console, word processor, handheld device, handheld game)
- wiring (computer cables, phone wires, connectors)

Note: The definition of Household Electronic Products does not include items primarily made of metal with minimal circuitry, such as microwave ovens or other appliances generally accepted for recycling as scrap metal.

PRODUCE2

General Business Unit
ABD Insurance & Financial Services
305 Walnut Street
Redwood City, CA 94063

INSURED

All Metals, Inc.
DBA: United Datatech Distributors
705 Reed Street
Santa Clara, CA 95050

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE 0433

INSURER A: Transcontinental Insurance Company
INSURER B: American Cas. Co. of Reading
INSURER C: General Security Indemnity Company
INSURER D: National Fire Insurance Company
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	TCP2054715137	11/01/01	11/01/02	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA2054715140	11/01/01	11/01/02	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR CLAIMS MADE DEDUCTIBLE RETENTION \$	CE9001342	11/01/01	11/01/02	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1082173003	11/01/01	11/01/02	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	07 HER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured performed under Agreement with the County of Santa Cruz.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION Ten Day Notice for Non-Payment

County of Santa Cruz Department
of Public Works
Attn: Dan deGrassi
701 Ocean Street, Room 410
Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THIS NOTICE IS NOT VALID UNLESS IT IS RECEIVED BY THE CERTIFICATE HOLDER WITHIN 30 DAYS OF THE EXPIRATION DATE OF THE POLICY.~~

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder ~~is~~ an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate **of** Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, **nor does it** affirmatively or negatively amend, extend or alter the coverage afforded **by** the policies listed thereon.

POLICY NUMBER: TCP2054715137

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES or
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

County of Santa Cruz Department
of Public Works
Attn: Dan deGrassi
701 Ocean Street, Room 410
Santa Cruz, CA 95060

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured performed under Agreement with the County of Santa Cruz.

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

To: Board of supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 11-29-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
UNITED DATATECH DISTRIBUTORS
and 959 South Third Street, San Jose, CA 95112 (Name/Address)

2. The agreement will provide transportation, recycling, and disposal services for
household electronics waste

3. Period of the agreement is from Board Approval to June 30, 2002

4. Anticipated Cost is \$ 15,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Contract \$15,000; 7% Overhead \$1,050; Total \$16,050

5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☐ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☐ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110 ! 51064 ! 3475 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No: 12677

By: Auditor [Signature] Deputy
Auditor-Controller Deputy

Date: 12/27/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of
Public Works (Department/Agency)

Date: 12.27.01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)

JS: bbs Title II, Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				
TC110	\$				
Auditor Description	Amount	Index	Sub object	User Code	

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 15th day of January, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PHILIP TRANSPORTATION AND REMEDIATION, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE TRANSPORTATION, RECYCLING, AND DISPOSAL SERVICES FOR HOUSEHOLD ELECTRONICS WASTE, 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 \$50,000 IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL UNTIL JUNE 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, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at 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

equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____

0438

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:

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

0439

(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:

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

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

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, 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 Equal Employment Opportunity 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.

0440

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

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

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

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

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

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

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

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

12. RETENTION AND AUDIT 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.

044

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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

15. 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
PHILIP TRANSPORTATION AND
REMEDICATION, INC.

By: _____
Director of Public Works

By: Deanna Seaman for
Kevin Carnahan, Location Manager
Address: 3909 PARK ROAD, SUITE D,
BENICIA, CA 94510

APPROVED AS TO FORM:

Telephone: (800) 947-7701
FAX: (707) 748-3074
E-MAIL dseaman@contactpsc.com

By: Marie Costa
Chief Assistant County Counsel

JS:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

PTRIA.wpd/PTRIA

Contract No. _____

0442

SCOPE OF WORK

Household Electronic Products Recycling Program

Contractor: Philip Transportation and Remediation, Inc.

1. Duties: Contractor will pick up, transport, and process household electronic products as follows:
 - A. Household electronic products are described in the attached Definitions.
 - B. Contractor will pick up at locations determined by County on an on-call basis.
 - C. Contractor is responsible for processing all material within the United States and handling all hazardous waste in conformance with all applicable laws and regulations. Overseas shipments will be limited to tested working products intended for reuse or resale.
 - D. Contractor will, to the greatest extent practicable, process materials in the following order of priority: reuse and refurbishment, salvage, recycling, and environmentally safe disposal as a last resort.
2. Records and Reporting. Contractor will provide an accounting of all materials picked up, by count and/or by weight, in accordance with reporting requirements for CRT handlers pursuant to California Department of Toxic Substance Control regulations.
3. Compensation. The County will reimburse Contractor within the maximum amount of this Agreement for transportation, recycling and disposal costs according to the attached Rate Sheet, upon submission of pickup records.

RATE SHEET

0443

Household Electronic Products Recycling Program
Contractor: Philip Transportation and Remediation, Inc.

48 Foot Van Program:

Item Cost:

Household electronics waste	\$0.25 per pound
-----------------------------	------------------

Contractor to pick up and remove fully loaded van.
Van rental and transportation cost is included in the per-pound cost.
Van program subject to availability.

40 Yard Bin Program:

Item Cost:

TV < 30"	\$9.00 per unit
TV > 31"	\$15.00 per unit
Computer Monitor	\$9.00 per unit
CPU	\$1.50 per unit
Other electronics waste	\$0.09 per pound

Contractor to pick up and remove fully loaded bin.
Transportation charge is \$2,500.00 per bin in addition to the unit pricing.
Bin rental fee is \$10.00 per day or \$250.00 per month.
Bins must be at least $\frac{3}{4}$ full and have a net weigh no more than 32,000 pounds.

Per Pallet Program:

Item Cost:

TV < 30"	\$30.00 per unit
TV > 31"	\$40.00 per unit
Computer Monitor	\$20.00 per unit
CPU	\$12.00 per unit
Other electronics waste	\$0.20 per pound

Contractor to load and remove pre-packaged pallets.
Pallets must be packaged no higher than 4 feet.
Transportation cost is included in the per-item cost.
Minimum pallet charge is \$125.00 each.

DEFINITIONS

0444

CRT: Cathode ray tube, the picture tube in a television, computer monitor, video recorder, or other electronic device.

E-waste: Non-functional, outdated, or otherwise no longer wanted electronic products which are discarded into the waste stream.

Household Electronic Product:

A product designed for use in a home environment that contains electronic wiring and circuitry and is often housed in a plastic casing. The following specific products are included in this definition:

- television
- computer monitor
- CPU (personal computer, laptop)
- computer peripheral (keyboard, mouse, printer, modem, scanner, external drive, speaker)
- audio equipment (radio, clock radio, walkman, stereo, receiver, tuner, amplifier, cassette deck, CD/compact disc player)
- video equipment (VCR/video cassette recorder, video camera, DVD player)
- telephone equipment (telephone handset, cellular phone, answering machine)
- office equipment (fax machine, copy machine, calculator, adding machine)
- other home electronics (video game console, word processor, handheld device, handheld game)
- wiring (computer cables, phone wires, connectors)

Note: The definition of Household Electronic Products does not include items primarily made of metal with minimal circuitry, such as microwave ovens or other appliances generally accepted for recycling as scrap metal.

CERTIFICATE OF INSURANCE

0445

Date: (MM/DD/YY)
11/26/01

PRODUCER

Aon Risk Services of Texas, Inc.
2001 Bering Drive, Suite 900
Houston, Texas 77057
713/430-6000 (Phone)
713/430-6560 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED:

Philip Transportation & Remediation, Inc.
A Wholly-Owned Subsidiary of Philip Services Corporation
3901 Park Rd., Suite D
Benicia, CA 94510

Insurer A: **COMMERCE & INDUSTRY INSURANCE COMPANY**
Insurer B: **LUMBERMENS MUTUAL CASUALTY COMPANY**
Insurer C: **ILLINOIS NATIONAL INSURANCE COMPANY**
Insurer D: **AMERICAN INTERNATIONAL SPECIALTY LINES CO.**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY BE EXHAUSTED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
A	GENERAL LIABILITY	GL 4177375	11/15/01	10/31/02	GENERAL AGGREGATE \$ 4,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS/COMP. OP. AGG \$ 2,000,000
	<input checked="" type="checkbox"/> OCCURRENCE				PERSONAL & ADV. INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY				EACH OCCURRENCE \$ 2,000,000
					FIRE DAMAGE (ANY ONE FIRE) \$ 2,000,000
	<input checked="" type="checkbox"/> OWNERS PROTECTIVE LIABILITY				MED. EXP. (ANY ONE PERSON) \$ 10,000
	<input checked="" type="checkbox"/> SIR \$1,000,000				
B	AUTOMOBILE LIABILITY	FSD05604100 Other States FSD05604200 Texas FSD05604300 Virginia FSD05604400 Hawaii	11/15/01	10/31/02	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> MCS 90				
C	EXCESS LIABILITY	BE7392040	10/31/01	10/31/02	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA				SIR \$ 10,000
B	WORKERS' COMPENSATION and EMPLOYERS LIABILITY	5BA-130-032-01	12/31/00	12/31/01	WORKERS' COMPENSATION STATUTORY
					EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE-BA EMPLOYEE \$ 1,000,000
					EL DISEASE-POLICY LIMIT \$ 1,000,000
D	OTHER				PER OCCURRENCE \$ 5,000,000
	CONTRACTORS POLLUTION LIABILITY	COPS6192167	10/31/01	10/31/02	AGGREGATE \$ 5,000,000
	POLLUTION ERRORS & OMISSIONS LIABILITY				SIR \$1,000,000

REMARKS: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT PROVISIONS:

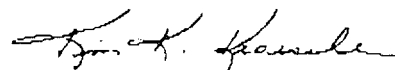
- ☒ BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.
- ☒ THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS IS NAMED AS AN ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT

CERTIFICATE HOLDER:

County of Santa Cruz
Attn: Patrick Mathews
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. EXCEPT 10 DAYS NOTICE FOR NONPAYMENT.



Authorized Representative

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0446

To: **Board of supervisors**
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)
BY: [Signature] (Signature) 11-28-01 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement ☐

Revenue Agreement ☐

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
PHILIP TRANSPORTATION AND REMEDIATION, INC.
and 3909 Park Road, Suite D, Benicia, CA 94510 (Name/Address)

2. The agreement will provide transportation, recycling, and disposal services for
-household electronics waste.

3. Period of the agreement is from Board Approval June 30, 2002

4. Anticipated Cost is \$ 50,000.00 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

Remarks: Contract \$50,000; 7% Overhead \$3,500; Total \$53,500

5. Detail: ☐ On Continuing Agreements List for FY . Page CC- Contract No: OR ☒ 1st Time Agreement
☐ Section II No Board letter required, will be listed under Item 8
☒ Section III Board letter required
☐ Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110 ! 51064 ! 3475 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and will be encumbered.
are not

Contract No. 12678

By: [Signature]
Auditor-Controller Deputy

Date: 12/27/01

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize
Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of

Public Works (Department/Agency)

Date: 12.27.01

By: [Signature]
County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

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 ap-
proved by said Board of Supervisors as recommended by the County Administrative Office by an
order duly entered in the minutes of said Board on 20

ADM - 29 (8/01)

Title I, Section 300 Proc Man

By: Deputy Clerk

JS:bbs

AUDITOR-CONTROLLER USE ONLY

CO \$
Document No. JE Amount Lines H/TL Keyed By Date

TC110
44 Auditor Description \$ /
Amount Index Sub object User Code