



# 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

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

### AGENDA: JUNE 18, 2002

June 6, 2002

#### 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:

On September 11, 2001, Public Works informed your Board of the approval by the California Integrated Waste Management Board (CIWMB) of continued funding through the current fiscal year of the Santa Cruz County Regional Oil Recycling Program, which County staff has coordinated on behalf of the County and the Cities of Capitola, Santa Cruz, Scotts Valley, and Watsonville since 1994. Your Board has approved contracts and amendments for vendors to carry out most aspects of the regional oil recycling program.

The remaining elements of the oil recycling program have been provided under contract by the Cities of Santa Cruz and Watsonville. Agreements to allow for reimbursement of state grant funds for these cities' oil recycling activities during the current fiscal year are attached for your approval. Under these agreements, the cities will continue to provide curbside collection and drop-off recycling of used motor oil and oil filters and related public education activities. The program is unchanged from previous years.

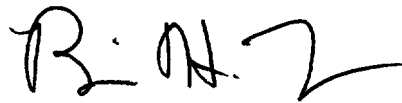
The agreement with the City of Watsonville in your agenda packet has not yet been signed by the City. The terms of the agreement were worked out with City of Watsonville staff prior to mailing the document to the City in July 2001, for signature. The terms and conditions were agreed upon and are similar to previous years. However, Watsonville staff inadvertently delayed scheduling the contract for approval by City Council until their June 11, 2002, agenda. As the City of Watsonville has been a dependable partner with the County in the oil recycling program for eight years, Public Works recommends that your Board approve this agreement for oil recycling with the City of Watsonville prior to receiving the executed agreement, and authorize the Director of Public Works to sign this agreement once it has been received. We anticipate receiving the executed agreement for the City by the end of June 2002.

The not-to-exceed costs for the contracts are \$11,000 for the City of Santa Cruz and \$20,000 for the City of Watsonville. Sufficient funds are available in the Public Works Oil Recycling Grant Budget for this purpose.

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

1. Approve independent contractor agreements to carry out motor oil recycling and public awareness services with the City of Santa Cruz for a not-to-exceed amount of \$11,000, and with the City of Watsonville for a not-to-exceed amount of \$20,000.
2. Authorize the Director of Public Works to sign the agreement with the City of Santa Cruz on behalf of the County.
3. Authorize the Director of Public Works to sign the agreement with the City of Watsonville on behalf of the County of Santa Cruz after Watsonville City Council approval.

Yours truly,



For THOMAS L. BOLICH  
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department

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

0373

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: PUBLIC WORKS (Department)  
BY: [Signature] (Signature) 6-3-02 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (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)  
CITY OF SANTA CRUZ  
and 809 CENTER STREET, SANTA CRUZ, CA 95060 (Name/Address)

2. The agreement will provide motor oil recycling and public awareness services

3. Period of the agreement is from July 1, 2001 to June 30, 2002

4. Anticipated Cost is \$ 11,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Contract \$11,000; 7% Overhead \$770; Total \$11,770

5. Detail: ☐ On Continuing Agreements List for FY \_\_\_\_\_, Page CC-\_\_\_\_\_, Contract No: \_\_\_\_\_ OR ☐ 1<sup>st</sup> 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 !51045 !3665 ! (Index) 3590 (Sub object)

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

Appropriations are available and have been encumbered.  
are not will be  
CC-20

Contract No: CO10057

By: [Signature]  
Auditor Controller Deputy

Date: 06/04/02

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: \_\_\_\_\_

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

JS:bbs

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 approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on \_\_\_\_\_

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ADM - 29 (8/01)

Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO \_\_\_\_\_ 8 \_\_\_\_\_  
Document No. JE Amount Lines H/TL Keyed By Date

TC1:0 \_\_\_\_\_ 8 \_\_\_\_\_  
Auditor Description Amount Index Sub object User Code

40

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

**INDEPENDENT CONTRACTOR AGREEMENT**  
**TO RECYCLE USED MOTOR OIL**  
City of Santa Cruz

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CITY OF SANTA CRUZ hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES, 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 \$11,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. **TERM.** The term of this contract shall be: July 1, 2001 to 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.**

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

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by

County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amount.

(2) CONTRACTOR certifies that as a public entity it is self insured for risks typically associated with Comprehensive General and Auto Liability coverage. The General Liability coverage would apply to any professional Liability of the CONTRACTOR's employees acting within the course and scope of their employment.

Section 990 of the Government Code of the State of California authorizes local public entities to insure these risks and Section 950.4 provides that self insurance is one of the acceptable forms of such insurance.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees to be an equal opportunity employer in accordance with Federal, State and Local laws.

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

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

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

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

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

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

14. 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  
CITY OF SANTA CRUZ

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

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

Address: 809 Center Street

Santa Cruz, CA 95060

Telephone: (831) 429-3164

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

APPROVED AS TO INSURANCE:

By: Janet McKinley 7-17-2001  
Risk Management

**APPROVED AS TO FORM**  
  
**ASST. CITY ATTORNEY**

APPROVED AS TO FORM:

By: [Signature]  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

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SCOPE OF WORK

Project: Santa Cruz County Regional Oil Recycling Program

Contractor: City of Santa Cruz

1. Contractor will perform motor oil recycling and public awareness services, including the collection of used motor oil and used motor oil filters for recycling from the public at no charge as a component of its residential curbside recycling program and on a drop-off basis at its municipal landfill recycling center, and other activities to enhance motor oil recycling, as approved by the County.

2. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the California Integrated Waste Management Board under its Used Oil Recycling Block Grant program, within the maximum amount of this Agreement for the following expenditures:

A. Personnel expenditures specific to the planning, administration, collection, and handling of used motor oil and oil filters in the Contractor's curbside and drop-off recycling programs, and related public awareness services, at the following labor and benefit rates:

Superintendent of Waste Disposal	\$39.97
Recycling Center Supervisor	\$30.80
Waste Reduction Coordinator	\$26.52
Recycling Driver	\$27.46
Recycling Sanitation Aide	\$22.64

B. Expenditures specific to the handling and disposal of used motor oil collected for recycling in the Contractor's drop-off recycling program.

C. Expenditures specific to the handling and disposal of used oil filters collected for recycling in the Contractor's curbside and drop-off recycling programs.

D. Expenditures related to other oil recycling activities approved by the County.

3. Supporting documentation must be included with Contractor's payment requests (i.e., receipts, invoices, canceled checks, and personnel expenditure summary). Supporting documents must contain sufficient information to establish that purchases made or costs incurred are eligible for payment. Personnel expenditures must be computed on actual time spent on grant related activities. Documentation must include the quantity of used oil and number of used oil filters collected, dates of collection, and evidence they were recycled such as a bill of lading or manifest.

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 6-3-02 (Date)

Signature certifies that appropriations/revenues are available

Expenditure Agreement ☐      Revenue Agreement ☐

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)  
CITY OF WATSONVILLE  
and P. O. Box 50000, Watsonville, CA 95077-5000 (Name/Address)

Remarks: **Contract \$20,000; 7% Overhead \$1,400; Total \$21,400**

6. Appropriations/Revenues are available and are budgeted in 675 110 !51 045 !36 65 ! (Index) 3590 (Sub object)

Contract No: CO10268  
By: Kay  
Auditor/Controller Deputy

Date: 06/04/02

Date: \_\_\_\_\_  
CS :bbs

By: \_\_\_\_\_  
County Administrative Office

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 approved 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\_\_\_\_.

**By:** Deputy Clerk

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

40 Auditor Description	Amount	Index	Sub object	User Code
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Contract No. \_\_\_\_\_

**INDEPENDENT CONTRACTOR AGREEMENT**  
**TO RECYCLE USED MOTOR OIL**  
City of Watsonville

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CITY OF WATSONVILLE hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following result: PROVIDE USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES, 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 \$20,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. **TERM.** The term of this contract shall be: July 1, 2001 to 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.**

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

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

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by

County shall be excess of CONTRACTOR's insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_ / \_\_\_\_\_

A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amount.

(2) CONTRACTOR certifies that as a public entity it is self insured for risks typically associated with Comprehensive General and Auto Liability coverage. The General Liability coverage would apply to any professional Liability of the CONTRACTOR's employees acting within the course and scope of their employment.

Section 990 of the Government Code of the State of California authorizes local public entities to insure these risks and Section 950.4 provides that self insurance is one of the acceptable forms of such insurance.

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees to be an equal opportunity employer in accordance with Federal, State and Local laws.

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

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

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

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

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

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

14. 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  
CITY OF WATSONVILLE

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

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

Address: PO Box 50000  
Watsonville, CA 95077  
Telephone: (831) 728-6011  
FAX: (831) 763-4065  
E-MAIL: \_\_\_\_\_

APPROVED AS TO INSURANCE:

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

APPROVED AS TO FORM:

By:   
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

oil\contract\wats01.con

SCOPE OF WORK

Project: Santa Cruz County Regional Oil Recycling Program

Contractor: City of Watsonville

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

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

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

C. Conduct other activities to enhance motor oil recycling, as approved by the county.

2. The County will reimburse Contractor, subject to acceptance and payment of Contractor's claims by the California Integrated Waste Management Board under its Used Oil Recycling Block Grant program, within the maximum amount of this Agreement for the following expenditures:

A. Personnel expenditures specific to: the planning, administration, collection, and handling of used motor oil and oil filters in the Contractor's curbside recycling program; the purchase, handling, labeling, and distribution of oil recycling containers; and related public awareness services. Personnel expenditures will be reimbursed at the following labor and benefit rates:

Senior Administrative Analyst, \$37.57

Senior Integrated Waste Worker, \$27.05

Integrated Waste Worker, \$26.35

Student Intern, \$12.46

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

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

D. Expenditures related to other oil recycling and public awareness activities approved by the County.

3. Supporting documentation must be included with Contractor's payment requests (i.e., receipts, invoices, canceled checks, and personnel expenditure summary). Supporting documents must contain sufficient information to establish that purchases made or costs incurred are eligible for payment. Personnel expenditures must be computed on actual time spent on grant related activities. Documentation must include the quantity of used oil and number of used oil filters collected, dates of collection, and evidence they were recycled such as a bill of lading or manifest.