



# 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 25, 2002

June 13, 2002

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

#### SUBJECT: MATTRESS AND BOX SPRING RECYCLING

#### Members of the Board:

Public Works has been recycling mattresses at County disposal sites for many years, diverting most of them from landfill disposal. Since November 8, 2000, our recycling vendor has been the St. Vincent de Paul Society of Lane County, Inc. This non-profit corporation expanded a successful mattress recycling facility they originally set up in their home base of Eugene, Oregon, by establishing DR3 in Oakland, California, early in the year 2000. At the Oakland DR3 facility, whose acronym stands for "divert, reduce, reuse, recycle," employees disassemble mattresses and box springs into their component parts including wood, steel, cotton batting, foam rubber, and fabric. Each of these materials is shipped to a scrap recycler that utilizes the commodity as a feedstock for a new product.

Landfill crews dislike burying mattresses because the inner springs can pierce oil seals in the treads of heavy equipment rolling over the pieces, requiring costly maintenance. Previous vendors utilized by Public Works rebuilt mattresses. Their quality standards increased over time, relegating an ever larger number of pieces to landfill disposal. While DR3 also maintains quality standards, their process allows a much lower threshold.

Over the past year, as DR3's capacity has increased, Public Works has become more efficient in storing and shipping mattresses to this facility, resulting in fewer mattresses being damaged by weather and dirt before shipment and fewer requiring burial. Due to the growth in the program, DR3's charges for the quantity shipped has grown beyond the scope of the existing purchase order. A contract, attached for your review, has been negotiated for transportation and processing of mattresses and box springs at the current rate, as well as allowing for the expansion of the program to bulky furniture such as sofas as DR3's capabilities expand.

Total cost for the proposed project is \$10,000 for the current fiscal year retroactive to April 1, 2002, and \$50,000 annually through fiscal year 2004/05. Sufficient funds are available in the County Service Area No. 9-C Solid Waste budget for this purpose.

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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

1. Approve an independent contractor agreement with St. Vincent de Paul Society of Lane County, Inc. to recycle mattresses and box springs for a four-year term with a not-to-exceed amount of \$10,000 for fiscal year 2001/02 and \$50,000 annually through fiscal year 2004/05.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: St. Vincent de Paul Society of Lane County, Inc.  
Public Works Department

mabb.wpd

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of June 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ST. VINCENT DE PAUL SOCIETY OF LANE COUNTY, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: recycle mattresses, box springs and bulky furniture, as described in the Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: shall not exceed \$10,000 for fiscal year 2001/02 and \$50,000 annually for the term of this agreement.

3. TERM. The term of this contract shall be: From April 1, 2002, through June 30, 2005.

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

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

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

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and 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

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

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A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

DAN DE GRASSI  
COUNTY OF SANTA CRUZ  
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:

DAN DE GRASSI  
COUNTY OF SANTA CRUZ  
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.

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(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

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

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY 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.

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.

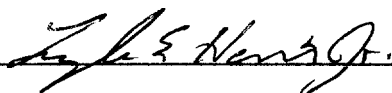
15. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work

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

COUNTY OF SANTA CRUZ

CONTRACTOR  
ST. VINCENT DE PAUL SOCIETY OF  
LANE COUNTY, INC.

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

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

Address: P. O. Box 24608  
Eugene, OR 97402

APPROVED AS TO FORM:

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

Telephone: (541) 687-5820  
FAX: (541) 683-9423  
E-MAIL: lharris@svdplanecounty.org

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:bbs  
svdb.wpd

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

SCOPE OF WORK

## Mattress Recycling Program

Project: DR<sup>3</sup> (Divert, Reduce, Reuse, Recycle)

Contractor: St. Vincent de Paul Society of Lane County, Inc.

1. Services. Contractor avers it is in the business of recycling bulky furniture including mattresses, box springs, stuffed chairs, couches, and cushions. Contractor will perform the following tasks:

- A. Process bulky furniture with the intent of recycling all component materials.
- B. Establish acceptance standards for bulky furniture to include type, quantity and condition, by mutual agreement of County and Contractor.
- C. Accept bulky furniture from the County for processing at Contractor's facility at 9235 San Leandro Boulevard, Oakland, California, or other location approved by County.

2. Compensation. The County will reimburse Contractor within the maximum amount of this Agreement for charges to carry out Scope of Work tasks. Rates itemized below are initial rates and may be adjusted on an annual basis by mutual consent of County and Contractor, provided that the maximum annual increase for any rate will be fifteen percent (15%).

- A. Initial Rates:
 

Mattresses and box springs	\$4 per unit
Couches and stuffed chairs	\$3 per unit
Recliner chairs	\$4 per unit
Hide-a-beds	\$5 per unit
Cushions	\$0.50 per unit
- B. Invoices will indicate date of service, number of units of each type, and charges per type.





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**STATE  
COMPENSATION  
INSURANCE  
FUND**

HOME OFFICE

SAN FRANCISCO

POLICY DECLARATIONS

**CALIFORNIA WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY**

THESE DECLARATIONS ARE A PART OF THE WORKERS COMPENSATION POLICY INDICATED HEREON.

IS INSURANCE IS EFFECTIVE FROM  
:01 A.M., PACIFIC STANDARD TIME  
-31-01 TO 10-31-02 AND SHALL  
'TOMATICALLY RENEW EACH 10-31  
'TIL CANCELLED

CONTINUOUS POLICY 1667284-01

0356

ST VINCENT DE PAUL SOCIETY OF CNTY

DEPOSIT PREMIUM

\$1,574.00

PO BOX 24608  
EUGENE

OR 97402

MINIMUM PREMIUM  
PREMIUM ADJUSTMENT PERIOD  
REP 98

\$320.00  
MONTHLY  
N NE

NAME OF EMPLOYER- ST VINCENT DE PAUL SOCIETY OF LN COUNTY  
AND  
(A NON-PROFIT PUBLIC BENEFIT CORP )  
(A NON-PROFIT CORP.)

TRADE NAMES- ST VINCENT DE PAUL SOCIETY OF CNTY

LOCATIONS- 001 9235 SAN LEANDRO BLD 3  
001 OAKLAND CA 94603

1. WORKERS' COMPENSATION INSURANCE - PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
2. EMPLOYER'S LIABILITY INSURANCE - PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 10-31-01 TO 10-31-02

		BASE RATE	INTERIM BILLING RATE*
8806	SHELTERED WORKSHOPS OR WORK ACTIVITY CENTERS--ALL EMPLOYEES--INCLUDING SUPERVISORS, EDUCATIONAL INSTRUCTORS, COUNSELORS, PRODUCTION MANAGERS AND VOCATIONAL EVALUATORS.	14.85	10.49

\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 930454786

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TOTAL ESTIMATED ANNUAL PREMIUM

\$15,736

# 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) 6-13-02 (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)  
ST. VINCENT DE PAUL SOCIETY OF LANE COUNTY, INC.  
and P. O. Box 24608, Eugene, OR 97402 (Name/Address)

2. The agreement will provide recycling of mattresses, box springs and bulky furniture.

3. Period of the agreement is from 00 to June 30, 2002

4. Anticipated Cost is \$ 10,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

Remarks: Contract \$10,000; 7% Overhead \$700; Total \$10,700

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 625110.15 1310 13665 (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: 12814

By: [Signature]  
Auditor-Controller Deputy

Date: 06/17/02

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: 6/17/02  
JS:bbs

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 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    

ADM - 29 (8/01)  
Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

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