

Appendix F

Waste Reduction Program Evaluation

A10a: Copies of service agreements

**HUMBOLDT COUNTY ENVIRONMENTAL HEALTH DIVISION,
DEPARTMENT OF PUBLIC HEALTH**

SERVICE AGREEMENT

Contractor's Name Charles McDanielis, Bonlevard Computers phone (707) 476-0001

Address 12 5th Street, Eureka CA 95501 Social Security No. [REDACTED]

The Contractor hereby agrees to furnish services as hereinafter set forth to the County of Humboldt (Department of Public Health, Environmental Health Division) in accordance with the provisions on BOTH SIDES of this form as provided and attachments hereto, and agrees to receive and accept as full compensation therefor the prices named in attachment A. "BUDGET".

Contractor agrees to furnish services for work as described in attachment B. "SCOPE OF WORK".

By signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. The said County of Humboldt hereby agrees to the terms as herein set forth, and hereby agrees to pay the same, providing that by mutual consent this agreement may be modified or terminated at any time, upon notice in writing.

Liability: The County shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the Contractor's officers, agents, employees, invitees, or licensees, or for damages to any property of the Contractor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person or persons, which may have been caused or contributed to, approximately or remotely, by reason of or in the course of performance of this agreement. The Contractor shall assume full responsibility for the defense of any claims arising under this agreement and the Contractor shall save, keep, and bear harmless the County, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity because of personal injury, property damage, or alleged or actual copyright infringements based on the performance of this agreement or asserted against it.

Nuclear-Free Zone Information: The County of Humboldt cannot make any contracts with nuclear weapons contractors as defined in the County's Nuclear-Free Zone ordinance. By accepting this Memo of Understanding, you are certifying to the County of Humboldt, under penalty of perjury, that you are not, and will not become during the term of this agreement, a nuclear weapons contractor as defined by this ordinance.

Policy of Non-discrimination: The County of Humboldt does not discriminate on the basis of mental or physical disability in the admission or access to its programs or activities.

Independent Contractor Status: This Contractor is independent, and County shall not withhold federal, state or local taxes from fees paid to Contractor.

Payment: County shall pay Contractor within thirty (30) days of receipt of billing and approval of work received.

Copyright Clause: County, Contractor and Sub-contractor will share ownership of all work products created for this project, including but not limited to materials, documents and or designs. Parties shall consult with each other for use or duplication.

Ownership of Equipment Purchased using Grant Funds: For a two-year period following the date of implementation of this agreement, Humboldt and Del Norte Counties shall retain ownership of all equipment purchased with grant funds. In the event that this program is discontinued within this two-year period, all equipment purchased for this program shall be returned to County in good condition, subject to an allowance for normal wear and tear. In the alternative, Contractor may negotiate an agreement to purchase the equipment from County, based on original purchase price as reduced to reflect depreciation of the equipment.

If the program continues in operation after the initial two-year period, ownership of equipment purchased by Contractor to implement this program shall transfer to Contractor.

The list of equipment attached to this agreement is subject to verification by both parties upon actual purchase by Contractor.

Arbitration: Any controversy or claim arising out of or relating to the compensation to be paid by County to Contractor for the services rendered shall be settled by arbitration, and judgement may be settled in court. The party requesting arbitration shall be solely liable for the cost incurred for the Arbitrator.

IN WITNESS WHEREOF, the parties to this agreement have hereunder set their hand, the year and date first herein written.

COUNTY OF HUMBOLDT

BY Elizabeth A. Citrino
Elizabeth A. Citrino

TITLE Integrated Waste Manager

CONTRACTOR

BY Charles McDanielis
Charles McDanielis

TITLE Owner and Sole Proprietor

APPROVED BY:
Brian Cox
Brian Cox, Director

DATE December 15, 2000

ATTACHMENT A: BUDGET

County agrees to pay Contractor for assistance in the creation of a program for the recovery, reuse and recycling of electronics equipment and appliances, including but not limited to computers and all related peripheral units such as keyboards, monitors and printers.

Contractor shall receive the sum of \$10,000 as full and complete payment towards the cost of its participation and project development for this purpose. Funds received by the contractor shall be allocated as follows:

\$ 3,167	tools and equipment
\$ 500	advertising
\$ 500	insurance
<u>\$ 733</u>	transportation for cathode ray tubes from computer monitors
\$10,000	

The total payment to Contractor for all services and expenses shall not exceed \$10,000.

ATTACHMENT B: SCOPE OF WORK

Deliverables will include:

1. A list of tools and equipment which are needed to set up an electronics repair/reuse/recycling operation;
2. Monthly reports listing the quantity of materials diverted from landfill disposal. These reports will itemize the number of units received from participating drop-off locations, by location and type of equipment, as well as the destination of collected equipment. A sample reporting form is attached to this agreement.

Services to be provided as part of the agreement include:

1. Provide training at one or more satellite dismantling and repair sites;
2. Transport and market scrap plastic, parts, and other recyclable materials collected at participating drop-off locations, subject to negotiation regarding cost and/or payment;
3. Participate with Humboldt and Del Norte County RMDZ programs to develop and market products made from dismantled computers; and
4. Negotiate and implement agreements with other local non-profit agencies to receive unwanted, marketable, electronic equipment in return for repaired, usable computer equipment.

Any changes to the scope of work shall require prior approval of County in writing.

All advertising, presentations and/or publications regarding this project shall acknowledge the funding support of the Humboldt County Integrated Waste Management Program and the California Integrated Waste Management Board.

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 28th day of April, 2000, by and between the County of Humboldt (COUNTY), a political subdivision of the State of California, and Gainer & Associates, P. O. B. 420, Bayside, California (CONSULTANT).

RECITALS

WHEREAS, COUNTY affirms the importance of working to develop local markets for recyclable materials in helping to achieve State mandated waste diversion goals; and

WHEREAS, COUNTY has been designated by the State of California as a Recycling Market Development Zone (ZONE); and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONSULTANT warrants that it is well qualified to perform said services and has agreed to provide the desired services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. TERM

This Agreement shall become effective upon the date of execution by the parties, and shall terminate June 30, 2001, unless otherwise agreed to by the parties in writing.

2. SCOPE OF SERVICES

CONSULTANT will provide the technical assistance services described in the attached Exhibit 1, entitled "Scope of Work", which exhibit is hereby incorporated by reference. Said exhibit describes the work to be performed by CONSULTANT under this Agreement.

3. RESPONSIBILITIES OF THE COUNTY

Humboldt County Environmental Health Division, Public Health Department (COUNTY), will work with CONSULTANT to implement the Tasks specified in Exhibit 1. COUNTY is also responsible for monitoring CONSULTANT activities, paying invoices, and submitting payment requests to the California Integrated Waste Management Board for work performed under this Agreement.

4. COMPENSATION

CONSULTANT shall be paid the sum of fifteen thousand dollars (\$ 15,000.00) as compensation for services rendered, as set forth in the Budget attached hereto as Exhibit 2 and incorporated by reference. CONSULTANT shall submit an invoice monthly to the COUNTY itemizing all work completed, by task, as

the invoice date. Payment for work will be made within ten (10) days after receipt of the invoice.

CONSULTANT agrees that the total maximum compensation for the services performed and costs incurred under this agreement shall not exceed the sum of fifteen thousand dollars (\$15,000.00), and CONSULTANT agrees to perform all services required by this Agreement for an amount not to exceed such dollar amount.

5. INSURANCE

THIS CONTRACT AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificates are filed with the Clerk of the Humboldt County Board of Supervisors.

Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A.M.T. or its equivalent against injury death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
- (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
- (4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it

(5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto.) for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.

C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.

For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.

Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

6. HOLD HARMLESS AND INDEMNIFICATION

CONSULTANT agrees to indemnify, defend and hold harmless COUNTY, its Board of Supervisors, its officers, agents, employees, and volunteers from any and all claims and losses, whatsoever, accruing or resulting from any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors, omissions, or negligence of the CONSULTANT, its agents and employees, pertaining to the performance of this Agreement.

7. RELATIONSHIP OF PARTIES

CONSULTANT shall perform all work and services described herein as an independent contractor. person performing any of the work or services described herein shall be considered an officer, agent, servant or

employee of the COUNTY, nor shall any such person be entitled to any benefits available or granted to employees of the COUNTY. CONSULTANT shall be solely responsible for the acts and omissions of its officers, agents, employees, and subcontractors. Nothing herein shall be construed as creating a partnership or joint venture between COUNTY and CONSULTANT.

8. ASSIGNMENT

Neither party shall assign its obligations under this Agreement without the written consent of the other, except that CONSULTANT may assign the proceeds due under this Agreement to any bank or person without such written consent. Any assignment by CONSULTANT in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement.

9. ENTIRETY OF CONTRACT

This Agreement shall constitute the entire agreement between the parties relating to the subject of this Agreement, and shall supersede any previous agreements, promises, representations, understandings and negotiations, whether oral or written, among the parties with respect to the subject matter hereof.

10. AMENDMENT

No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

11. TERMINATION

COUNTY may terminate this Agreement by providing ten (10) days written notice of termination, and pay only for services rendered as of the date termination is effective. Notice may be given by delivering a copy of said notice to CONSULTANT personally, or by mailing a copy of said notice to the CONSULTANT. Notice shall be deemed received three (3) days after the mailing of said notice or, if notice is given by personal delivery, upon delivery of said notice to CONSULTANT.

Either party may, by written notice, terminate this Agreement immediately in the event of a material breach by the other party.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONSULTANT certifies by its signature below that CONSULTANT is not a Nuclear Weapons Contractor, in that CONSULTANT is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONSULTANT agrees to notify COUNTY immediately if it becomes a nuclear weapons contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONSULTANT becomes a nuclear weapons contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first herein above written.

HUMBOLDT COUNTY

DIVISION OF ENVIRONMENTAL HEALTH

BY _____
Brian Cox, Director

GADNER & ASSOCIATES

BY _____

TITLE _____

**EXHIBIT 1:
SCOPE OF WORK**

Gainer & Associates will provide contract services for the implementation of Humboldt County's Recycled Content Product Incubator grant from the California Integrated Waste Management Board (CIWMB). Duties under this contract will include specific tasks listed in Exhibit 1, and other tasks as mutually agreed upon by CONTRACTOR and COUNTY, as necessary to facilitate achieving the goals established in the grant application.

SCOPE OF WORK:

see attached.

**EXHIBIT 2:
BUDGET**

Gainer & Associates will provide contract services for the implementation of the RCP incubator feasibility grant. Services will be provided at the rate of \$1,000 per month for the term of the agreement, not to exceed \$15,000 total.

