



SAN BENITO COUNTY VETERANS MEMORIAL PARK COMMISSION

Maria Spandri Peter Hernandez Robert Duffy Paul St. John Mark Medina
Hollister VFW Board of Supervisors American Legion San Juan Bautista VFW Board of Supervisors

San Benito County Board Chambers – 481 4th Street, Hollister, CA 95023

SPECIAL MEETING
Wednesday, October 7, 2020
5:00 PM

THE ATTENDANCE AT THE MEETING IS OPEN TO THE PUBLIC AS OF JULY 9, 2020, UNDER THE CONDITIONS LISTED BELOW IN COMPLIANCE WITH EXECUTIVE ORDER N-29-30. The public may also join meeting by Zoom: <https://zoom.us/join> per instructions below:

TEMPORARY PROCEDURES FOR COMMISSION MEETING:

Pursuant to California Governor Gavin Newsom’s Executive Order N-29-20 issued on March 17, 2020, relating to the convening of public meetings in response to the COVID-19 pandemic, members of the Boards and Commissions are allowed to attend the meeting via teleconference and to participate in the meeting to the same extent as if they were present.

For the safety of public and county employee, please note the following. As of July 9, 2020 the Vet’s Memorial Park Commission meetings will be open to the public, under the following conditions:

- a) All attendees must comply with the State of California's face covering requirements, found at:
https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf**
- b) All attendees must follow social distancing (6 feet) requirements while in-line and inside the County Administrative Building.**
- c) If you are exempt from the state face covering guidance (above), you must wear a face shield which will be provided to attend the meeting. If you cannot, or choose not to, wear a face covering or face shield, you may participate in the meeting by the Zoom call-in below.**
- d) All attendees must comply with any other rules of procedure/instructions announced by the Commission/County Staff.**
- e) Due to Social Distancing Requirements, seating is limited for the Public. It is a first-come first serve, basis, except any members of recognized press entities shall be given priority.**

Veterans Memorial Park Commission
Resource Management Agency
Phone: (831) 636-4170 – Fax: (831) 636-4176
2301 Technology Parkway, Hollister, CA 95023
www.cosb.us

FAILURE TO COMPLY WITH THE ABOVE GUIDELINES:

A) The individual will be asked to leave the room.

B) The Chair will call a recess of the meeting.

C) If the recess does not result in the individual complying with the above requirements or leaving the meeting, the Commission may close the meeting to the public and resume the meeting exclusively through Zoom and phone-in participation, at any point during the meeting.

The meeting will continue to be available through Zoom with the instructions as follows below:

Members of the public are encouraged to participate in Board meetings in the following ways:

ZOOM INSTRUCTIONS FOR REMOTE PARTICIPANTS:

Three ways to attend zoom meetings: over the phone, on a web browser, or through the Zoom App. Each meeting will have a meeting ID and password, which is a unique number associated with an instant or scheduled meeting.

- 1. Over the phone (Audio Only: (669) 900-6833 or (408) 638-0968.**
- 2. Open the Web-browser: <https://zoom.us/join>**
- 3. Smart Device Application:**

***Apple App store: [https://apps.apple.com/us/app/id 945 0817 9181](https://apps.apple.com/us/app/id94508179181)**

***Android App store:**

<https://play.google.com/store/apps/details?id=us.zoom.videomeetings>

945 0817 9181

Zoom Audio Only (phone)

If you are calling in as audio-only, please dial (669) 900-6833 or (408) 638-0968.

- 1. It will ask you to enter the Meeting ID #945 0817 9181, followed by the “#” key, which can be found at the top page of the agenda. The meeting agenda can be found at <http://cosb.us/>**
- 2. It will then ask for a Password # 178019, press the “#” key to continue.**
- 3. Once you enter the zoom meeting, you will automatically be placed on mute.**

Zoom On Web-browser or Zoom app on Tablet or Smartphone

If joining through web-browser launch: <https://zoom.us/join> or launch the Zoom app on your Tablet or Smartphone

1.Select “JOIN A MEETING”

2.The participant will be prompted to enter Meeting ID # 945 0817 9181and Password # 178019 to join the meeting. Which can be found at the top page of the agenda. The meeting agenda can be found at <http://cosb.us/>

3.Participant can launch audio through their computer or set it up through the phone.

4.Public Comment: select the “Participants Tab” and click “Raise hand” icon, the zoom facilitator will unmute you when your turn arises.

1. Call to Order:

- a. Pledge of Allegiance**
- b. Roll Call**
- c. Acknowledge Certificate of Posting**

2. Consent Agenda

- a. Approval of Minutes of the September 29, 2020 special meeting.

3. Discussion/Action Items:

- a. Approve License Agreement for the use of Veterans Memorial Park as a site to facilitate (2) events Organics and Environmental Day facilitated by Recology South Valley DBA Recology San Benito County on October 10 & 24, 2020 and delegate authority to staff to make future minor changes to this agreement, (such as additional dates) with County Counsel approval if required.

4. Adjournment.

**SAN BENITO COUNTY
VETERANS' MEMORIAL
PARK COMMISSION
CERTIFICATE OF POSTING**

Pursuant to Government Code Section #59454.2(a), the agenda for the San Benito County Veterans' Memorial Park Commission Special Meeting of October 7, 2020 was posted on the 6th day of October , 2020 at the following locations, freely accessible to the public:

The bulletin board outside the front entrance of the Old County Courthouse, Monterey Street, City of Hollister, San Benito County, State of California

and

The bulletin board outside the front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA

I, Jennifer Frechette, certify under penalty of perjury, that the foregoing is true and correct.



**JENNIFER FRECHETTE, CLERK OF
THE BOARD OF SUPERVISORS**



COUNTY OF SAN BENITO
LICENSE AGREEMENT

This License Agreement (“Agreement”) is made and entered into as of the ___ day of October 2020 by and among Recology South Valley DBA Recology San Benito County (“Contractor”), and the County of San Benito, a subdivision of the State of California (“County”).

WHEREAS, The Contractor is a private entity that is the franchisee for the County of San Benito and Cities of Hollister and San Juan Bautista and provides recyclable, organics, and solid waste collections services; and.

WHEREAS, per the Franchise Agreement, the Contractor must hold certain community events and provide certain free services to the residents of San Benito County; and

WHEREAS, the Contractor desires to conduct the events at Veteran’s Memorial Park, which is a County property overseen by the Memorial Park Commission.

NOW, THEREFORE, in consideration of the covenants and conditions set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **Services.** Contractor shall provide Organics and Environmental Days (the “Events”) in accordance with the terms of the Franchise Agreement (“Services”). The Contractor shall have exclusive control of operation of the Events, the feature and character of which shall be reasonably satisfactory to the County. Specifically:
 - a. Contractor shall provide free electronic waste recycling, free compost giveaway, and free document shredding at Environmental Day on October 24, 2020; from 9:00 a.m. to 1:00 p.m.
 - b. Contractor shall provide free yard trimmings drop off and free compost give-away at Organics Event on Saturday, October 10, 2020 from 10:00 a.m. to 3:00 p.m.
2. **Term.** The Term of this Agreement shall commence on Friday, October 8, 2020 at 8:00 a.m. and expire at 4:59 p.m. on Saturday, October 24, 2020, unless this Agreement is terminated and/or otherwise cancelled prior to that time.
3. **Submittal of Documents.** Contractor shall not commence the Services under this Agreement until after submitting all required documents and receiving written County approval regarding the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

- a. This signed Agreement.
 - b. All required insurance certificates and endorsements, as set forth herein.
4. **Independent Contractor.** The Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor understands and agrees that it and all its employees shall not be considered officers, employees, agents, partner, or joint venture of the County, and are not entitled to benefits of any kind or nature normally provided employees of the County.
5. **Materials.** The Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.
6. **County's Responsibilities.**
 - a. County agrees to furnish, free of costs and expense to Vendor, through this license agreement, authorization to use a portion of Veterans Memorial Park, located at 1023 Memorial Drive, in Hollister, California, 95023 ("Site"). The location to be used is specifically described as follows:
 - i. The northern end of the Veterans Memorial parking lot. Contractor agrees to accept this location on an as-is basis, and is satisfied as to the suitability and condition of the location for the event to occur. Attachment A depicts a map of site location.
7. **Contractor's Responsibilities.**
 - a. Contractor must obtain any and all other required permits, including any County health permits, and other operating/temporary use permits as may be required to perform the Services in accordance with the terms and obligations set forth therein and in this Agreement.
 - b. Contractor must provide any necessary security and/or law enforcement if required.
 - c. Contractor shall clean the portion of the Site utilized and leave said Site clean and orderly, in accordance with the County's rules for its park users.
 - d. Contractor shall confirm that its employees, agents, and volunteers performing any portion of this Agreement at the Events shall not have been convicted or have a pending adjudication of a violent felony or a serious felony as defined in section 667.5(c) and section 1192.7(c) of the Penal Code, respectively. Contractor's execution of this Agreement signifies its certification of its compliance with this provision.
8. **Termination.** County may, at any time, with or without reason, terminate this Agreement immediately by sending written notice to Contractor.

- 9. Indemnification.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County and its Board of Supervisors, and their agents, representatives, officers, consultants, employees, trustees, attorneys, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to this Agreement, the services rendered hereunder, and the activities related thereto, including those acts of Contractor's agents and subcontractors in connection therewith. Contractor further agrees to indemnify the County from any financial or tax liability arising from its status as an independent contractor, as well as any and all copyright claims, infringement claims, or other similar claims related to the Agreement. The duty to defend is separate and in addition to the duty to identify and hold harmless.
- 10. General Insurance Requirements:** Without limiting the Contractor's duty to indemnify the County, Contractor shall comply with the insurance coverage requirements set forth in this Agreement and shall satisfy the following requirements:
- a. Each policy shall be issued by a company authorized by law to transact business in the State of California.
 - b. The required coverage shall be maintained in effect throughout the term of this Agreement.
 - c. The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents, and employees as additional insureds,
 - d. The Contractor shall require all subcontractors performing work under this agreement to obtain substantially the identical insurance coverage required of the Contractor pursuant to this Agreement.
- 11. Insurance Requirements.** The Contractor shall maintain the following insurance policies in full force and effect during the term of this MOU:
- a. **Comprehensive General Liability Insurance.** The Contractor shall maintain comprehensive general liability insurance, covering all of the Contractor's operations with a combined single limit of \$1,000,000.00.
 - b. **Comprehensive Motor Vehicle Insurance.** Contractor shall maintain a comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned, and hired) used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00.
 - c. **Workers' Compensation Insurance:** Contractor shall maintain a workers' compensation plan covering all of its employees as required by California law.
- 12. Certificate of Insurance.** Contractor must file certificates of insurance with the County showing that the Contractor, and any of its agents or subcontractors, have in effect the insurance required by this agreement before taking any action under this Agreement and providing any services under this Agreement.

13. Agreement Administrators. All matters concerning this Agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective Agreement administrators or to the party's employee specified, in writing, by the Agreement administrator. A party may, in its sole discretion, change its designation of its Agreement administrator and shall promptly give written notice to the other party of any such change. The parties' agreement administrators are:

County's Administrator:

Ray Espinosa, CAO
481 Fourth Street
Hollister, CA 95023
Email: respinosa@cosb.us
Telephone No.: (831) 636-4000
Facsimile No.: (831) 636-4010

Contractor's Administrator:

Phil Couchee, General Manager
1351 Pacheco Pass Highway
Gilroy, CA 95020
Email: pcouchee@recology.com
Telephone No.: (408) 461-0530

14. Assignment. Neither this Agreement nor the obligations to this Agreement shall be assigned by the Contractor.

15. Compliance with Laws. Contractor shall observe and comply with all rules and regulations of all federal, state, and local laws, ordinances and regulations, and shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified.

16. Anti-Discrimination. In connection with all work performed under its contracts, there shall be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age. Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Contractor agrees to require like compliance by its entire subcontractor.

17. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with, the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in San Benito County.

18. Effective Date. This Agreement will be valid and effective upon execution by all Parties, subject to the conditions precedent set forth in Section 18, below. One fully executed copy shall be circulated to each Party upon full execution.

19. Approval by the Veterans Board. The validity of this Agreement is contingent upon approval by the Board of the Veterans Park Commission at their Special meeting of October __, 2020.

CONTRACTOR

SAN BENITO COUNTY



By: Phil Couchee

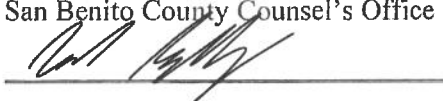
By: Ray Espinosa

Its: General Manger for Recology

Its: County Administrative Officer

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Reed Gallogly, Deputy County Counsel

Date: 10/2/2020