



**Sheriff's Office
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: June 30, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>

CONTACT PERSON: Ed Lardner, Grant Specialist PHONE: (559) 802-9462

SUBJECT: Approve an Agreement with the Tulare Joint Union High School District

REQUEST(S):
That the Board of Supervisors:

1. Approve an Agreement with the Tulare Joint Union High School District in an amount not to exceed \$89,386, for the Sheriff's Office to provide School Resource Officer services on district campuses for the period of July 1, 2020 through June 30, 2021; and
2. Authorize the Chairman to sign the Agreement.

SUMMARY:
The Tulare Joint Union High School District is seeking to continue to partner with the Sheriff's Office to provide a Sheriff's deputy to serve as a school resource officer on district campuses.

Under the agreement, the deputy provides a visible law enforcement presence on campuses; assists school officials in enforcing school laws; utilizes intervention and prevention skills with students who are involved in criminal activity; acts as a resource deputy for school personnel; and provides classroom instruction on law enforcement issues such as gang awareness.

FISCAL IMPACT/FINANCING:
The Sheriff's Office will be compensated up to \$89,386 by the Tulare Joint Union High School District for the salary, benefits, and operating costs for the school resource officer. Compensation revenue to the Sheriff's Office will be included in the

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Sheriff's Fiscal Year 2020/21 recommended budget. There is no additional net County cost to the General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's strategic plan includes the Safety and Security initiative. This agreement supports this initiative by collaborating with the school district to provide a visible deterrent at schools while having an immediate response if necessary.

ADMINISTRATIVE SIGN-OFF:



Mike Boudreaux
Sheriff-Coroner

cc: County Administrative Office

Attachment(s) Agreement

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH THE TULARE JOINT) Resolution No. _____
UNION HIGH SCHOOL DISTRICT) Agreement No. _____
)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an Agreement with the Tulare Joint Union High School District in an amount not to exceed \$89,386, for the Sheriff's Office to provide School Resource Officer services on district campuses for the period of July 1, 2020 through June 30, 2021; and
2. Authorized the Chairman to sign the Agreement.

**COUNTY OF TULARE
SERVICES AGREEMENT
TULARE JOINT UNION HIGH SCHOOL DISTRICT**

THIS AGREEMENT ("Agreement") is entered into as of June 30, 2020, between the **COUNTY OF TULARE**, a political subdivision of the State of California ("COUNTY"), and the **TULARE JOINT UNION HIGH SCHOOL DISTRICT** ("DISTRICT"). COUNTY and DISTRICT are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

A. DISTRICT desires that the COUNTY provide the one full-time deputy sheriff as the School Resource Officer in accordance with the terms and conditions of this agreement; and

B. COUNTY is able and willing to provide such services.

THE PARTIES AGREE AS FOLLOWS:

1. TERM: This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.

2. SERVICES: See attached **Exhibit A**

3. PAYMENT FOR SERVICES: See attached **Exhibit B**

4. GENERAL AGREEMENT TERMS AND CONDITIONS: See attached **Exhibit C**

5. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Tulare County Sheriff's Office
Business Office
833 S. Akers Street
Visalia, CA 93277
Phone No.: (559) 802-9449
Fax No.: (559) 737-4283

With a Copy to:

County Administrative Officer
2800 W. Burrell Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

DISTRICT:

Tulare Joint Union High School District
426 N. Blackstone
Tulare, CA 93274
Phone No.: (559) 688-2021
Fax No.: (559) 687-7317

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be

deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

6. AUTHORITY: The Parties represent and warrant to each other that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind their respective agencies to its terms. The Parties acknowledge that each Party has relied upon this representation and warranty in entering into this Agreement.

7. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

DISTRICT

Date: 6/12/20

By *Vivian Hamilton*

Print Name Vivian Hamilton

Title Business Manager

Date: _____

By _____

Print Name _____

Title _____

COUNTY OF TULARE

Date: _____

By _____

Pete Vander Poel, Chairman, Board of Supervisors

ATTEST: Jason T. Britt
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Template Approved as to Form
By County Counsel 5.1.2020
(2020533)

EXHIBIT A
SCOPE OF SERVICES

COUNTY OBLIGATIONS

1. COUNTY shall provide to DISTRICT one Full-Time Equivalent ("FTE") Deputy Sheriff position to work as a School Resource Officer (SRO). "Full-Time" shall be deemed to be the employee's normal work hours for 40 hours per week, including employee leave and training hours. The Deputy Sheriff shall be employed by the Tulare County Sheriff's Office (TCSO) and shall be under the exclusive direction and control of TCSO. SRO duties shall be assigned and carried out after consultation with the DISTRICT, and approval from the Sheriff or his authorized representative.

2. SRO related duties may include, but are not limited to:
 - a) Providing a visible law enforcement presence on the campuses of the DISTRICT and at school-related functions such as athletic events, school dances, and other extracurricular activities that occur during regularly scheduled school day hours.
 - b) Assisting the DISTRICT in enforcement of attendance laws through counseling with students and parents, and making home calls.
 - c) Acting as a school resource officer for DISTRICT personnel, providing law enforcement information and responding to law enforcement needs of the site administrators.
 - d) Utilizing intervention and prevention skills with students that are involved in criminal activity or who have been identified by the deputy or DISTRICT personnel as in need of attention.
 - e) Attending and participating in DISTRICT meetings as requested.
 - f) Providing classroom instruction on law enforcement issues, such as gang awareness, drug avoidance and other related subjects.
 - g) Provide a substitute deputy sheriff should the permanently assigned deputy sheriff be unavailable for an assigned school workday.
 - h) Should the DISTRICT have a scheduled extracurricular school sponsored function after regularly scheduled school day hours, DISTRICT will be responsible for the overtime cost of additional staff if the permanently assigned deputy sheriff is unavailable, or has obtained maximum regular time work hours during the pay period.

3. QUALIFICATIONS OF DEPUTY: Any deputies assigned to the DISTRICT under this Agreement shall be required to meet the same standards of selection and training required of other deputies at TCSO, including, without limitation, meeting all of the requirements of the State commission on Peace Officers' Standards and Training (P.O.S.T.).

DISTRICT OBLIGATIONS

1. The DISTRICT shall provide the deputy assigned to the DISTRICT with a private workspace, including workstation, telephone, and reasonable access to DISTRICT office equipment and secretarial assistance. DISTRICT shall ensure that the workstation and all equipment is kept in proper working order.

2. The DISTRICT Superintendent or designated administrative officer and the designated supervising officer from TCSO shall meet and confer as necessary regarding the deputy's activities and functions as they relate to the Agreement.

**EXHIBIT B
PAYMENT FOR SERVICES**

School Resource Officer
Accelerated Charter High School
August 13, 2020 through June 9, 2021
Expenditures based on 38 weeks

<u>DEPUTY II:</u>	100% Full Year Expenditures	38 Week School Year	Accelerated Charter High School FY 20/21 Budget
Salaries and Benefits:			
Salary	72,690 x	0.73	53,064
Overtime	- x	0.73	-
Other Pay Types	800 x	0.73	584
Health Benefits	10,399 x	0.73	7,591
Retirement	12,675 x	0.73	9,253
Social Security	5,622 x	0.73	4,104
Pension Obligation Bond	4,972 x	0.73	3,630
Worker's Compensation	7,337 x	0.73	5,356
Total Salary and Benefits:	<u>\$ 114,495</u>		<u>83,582</u>
Operating Costs:			
Cellular Phone	576 x	0.73	420
Radio Communications	666 x	0.73	486
Motor Pool Operations	6,500 x	0.73	4,745
Payroll Processing (ADP)	210 x	0.73	153
Total Agency Charges:	<u>7,952</u>		<u>5,804</u>
Total All Expenditures:	<u>\$ 122,447</u>		<u>89,386</u>

1. The annual cost for services is \$89,386
2. Billing by County will be submitted on a quarterly basis for services performed during the quarter: January-March; April-June; July-September; and October-December. The County will send the District an invoice by the 30th of the month following the close of each quarter. Payment will be due by the District to the County within 30 days after receipt of each invoice.

EXHIBIT C
GENERAL AGREEMENT TERMS AND CONDITIONS

1. QUALIFIED PERSONNEL: COUNTY shall utilize only competent personnel under the supervision of, and in the employment of, COUNTY to perform the services. COUNTY will comply with DISTRICT'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at DISTRICT'S request, must be supervised by COUNTY. COUNTY shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.

2. INDEPENDENT CONTRACTOR STATUS: The Parties enter into this Agreement with the express understanding that COUNTY will perform all services required under this Agreement as an independent COUNTY. The Parties agree that the COUNTY and any of its agents, employees, or officers cannot be considered agents, employees, or officers of DISTRICT. COUNTY agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT. Subject to any performance criteria contained in this Agreement, COUNTY will be solely responsible for determining the means and methods of performing the specified services and DISTRICT will have no right to control or exercise any supervision over COUNTY as to how the COUNTY will perform the services. As COUNTY is not DISTRICT'S employee, COUNTY is responsible for paying all required state and federal taxes. In particular, DISTRICT will not:

- (1) Withhold FICA (Social Security) from COUNTY'S payments.
- (2) Make state or federal unemployment insurance contributions on COUNTY'S behalf.
- (3) Withhold state or federal income tax from payments to COUNTY.
- (4) Make disability insurance contributions on behalf of COUNTY.
- (5) Obtain unemployment compensation insurance on behalf of COUNTY.

Notwithstanding this independent contractor relationship, DISTRICT will have the right to monitor and evaluate the performance of COUNTY to assure compliance with this Agreement.

3. RECORDS AND AUDIT: All Parties must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible.

4. CONFLICT OF INTEREST: At all times during the performance of this Agreement, the Parties must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission.

5. INSURANCE: Each party, at its sole cost and expense, shall carry insurance or self-insurance for its activities in connection with this agreement, keep in force and maintain insurance or equivalent programs for general liability, workers compensation, automobile liability, and professional liability coverage adequate to cover potential liabilities, negligent or intentionally wrongful

acts or omissions, from the performance of its duties under this agreement. Each party being responsible for its own self-insured retentions and deductibles.

6. INDEMNIFICATION AND DEFENSE:

(a) To the fullest extent permitted by law, DISTRICT shall defend, indemnify and hold COUNTY, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY, its officers, employees, or agents.

(b) To the fullest extent permitted by law, COUNTY shall defend, indemnify and hold DISTRICT, its officers, employees, representatives, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees and costs), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees and costs, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its officers, employees, or agents.

7. LIMITATION OF LIABILITY:

(a) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 7(c), IN NO EVENT SHALL COUNTY BE LIABLE UNDER THIS AGREEMENT TO DISTRICT FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST REVENUES, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT CITY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) EXCEPT AS OTHERWISE PROVIDED IN PARAGRAPH 7(c), IN NO EVENT SHALL COUNTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID, AND AMOUNTS ACCRUED BUT NOT YET PAID, TO COUNTY PURSUANT TO THIS AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$112,260 WHICHEVER IS LESS.

(c) THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS PARAGRAPH 7 SHALL NOT APPLY TO: (1) DAMAGES OR LIABILITIES ARISING FROM A MATERIAL BREACH OF PARAGRAPH 11 (CONFIDENTIALITY); (2) DAMAGES OR LIABILITIES ARISING FROM THIRD-PARTY CLAIMS THAT ARE SUBJECT TO INDEMNIFICATION UNDER PARAGRAPH 5; AND (3) DAMAGES OR LIABILITIES ARISING FROM WILLFUL MISCONDUCT.

8. TERMINATION:

(a) **Without Cause:** Either Party may terminate this Agreement without cause by giving thirty (30) days' prior written notice to the other Party of its intention to terminate under this provision,

specifying the date of termination. DISTRICT will pay to COUNTY the compensation earned for work performed and not previously paid for to the date of termination.

(b) **With Cause:** Either Party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

(1) Material misrepresentation, either by COUNTY or anyone acting on COUNTY'S behalf, as to any matter related in any way to DISTRICT'S retention of COUNTY, or

(7) Other misconduct or circumstances that, in the sole discretion of the terminating Party, either impairs the ability of the other Party to comply with the terms of this Agreement, or exposes the terminating Party to an unreasonable risk of liability.

(c) **Effects of Termination:** Expiration or termination of this Agreement will not terminate any obligations to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

9. **LOSS OF FUNDING:** It is understood and agreed that if DISTRICT'S funding is either discontinued or reduced for the services to be provided hereunder, then DISTRICT will have the right to terminate this Agreement under section 8 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to DISTRICT of any kind, provided that DISTRICT shall pay COUNTY in accordance with section 8 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

10. **TIME OF ESSENCE:** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

11. **CONFIDENTIALITY:** Neither Party may use or disclose any information it receives from the Sending Party under this Agreement that the Sending Party has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by the Sending Party. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, neither Party may disclose to third parties any information it receives from the Sending Party that the Sending Party has previously identified as confidential. If Receiving Party determines that it must disclose any information that Sending Party previously identified as confidential, then it shall promptly give Receiving Party written notice of its intention to disclose such information and the authority for such disclosure. The Sending Party shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify the Receiving Party that it will not seek such an order. The Parties shall cooperate in any efforts to seek such a court order. The Receiving Party shall not disclose the information until the five (5) day period has expired without a response from Sending Party, or Sending Party has notified Receiving Party that it will not seek such an order, or Sending Party has sought and a court has declined to issue a protective order for such information. If either Party seeks a protective order for such information, that Party shall defend and indemnify the other Party from any and all loss, injury, or claim arising from other Party's withholding of the information from the requestor. The

duty of the Parties to maintain confidentiality of information under this section continues beyond the term of this Agreement.

12. DISPUTES AND DISPUTE RESOLUTION: COUNTY shall continue with its responsibilities under this Agreement during any dispute, except as otherwise stated in this Agreement. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

13. COMPLIANCE WITH LAW: All Parties must comply with all Federal, State, and local laws, regulations and directives.

14. GOVERNING LAW: The laws of the State of California, without reference to California conflict of laws principles, govern this Agreement and its interpretation. The Parties agree that this Agreement is made in and will be performed in Tulare DISTRICT, California.

15. FURTHER ASSURANCES: Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

16. CONSTRUCTION: This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

17. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

18. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the Parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

19. WAIVERS: The failure of either Party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any later breach. The acceptance by either Party of either performance or payment will not be considered a waiver of any preceding breach of the Agreement by the other Party.

20. ORDER OF PRECEDENCE: In the event of any conflict or inconsistency between or among the body of the Agreement (which includes these "General Agreement Terms and Conditions") and any Exhibit, Schedule, or Attachment, then the terms and conditions of the body of the Agreement shall prevail.

21. CONFLICT WITH LAWS OR REGULATIONS/ SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

22. ENTIRE AGREEMENT: This Agreement represents the entire agreement between COUNTY and DISTRICT as to its subject matter and no prior oral or written understanding will be of any force or effect. No part of this Agreement may be modified without the written consent of both Parties.

23. ASSURANCES OF NON-DISCRIMINATION: COUNTY must not discriminate in employment or in the provision of services based any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation. The Parties recognize that both COUNTY and DISTRICT have the responsibility to protect DISTRICT employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, COUNTY agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. DISTRICT, in its sole discretion, has the right to require COUNTY to replace any employee who provides services of any kind to DISTRICT under this Agreement with other employees where DISTRICT is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. DISTRICT'S right to require replacement of employees under this section does not preclude DISTRICT from terminating this Agreement with or without cause as provided for under this Agreement.

24. DRUG-FREE WORKPLACE POLICY: COUNTY acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on DISTRICT premises. COUNTY agrees that any violation of this prohibition by COUNTY, its employees, agents, or assigns will be deemed a material breach of this Agreement.

25. RECYCLED PAPER CONTENT: To the extent COUNTY'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 COUNTY shall use paper that meets the recycled content requirements of Public Contract Code section 12209.