
DEPARTMENT OF
PUBLIC WORKS

GOVERNMENTAL CENTER

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS



AGENDA: AUGUST 11, 1998

COUNTY OF SANTA CRUZ 319

701 OCEAN STREET, SANTA CRUZ, CALIFORNIA 950604070

(831) 454-2160

FAX (831) 4542385

July 30, 1998

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: WASTE REDUCTION GRANT PROGRAM PROPOSALS

Members of the Board:

In accordance with the Waste Reduction Grant Program Procedures approved by your Board on June 3, 1997, Public Works received a total of eleven grant proposals during the 1997/98 fiscal year. Contracts for six of these proposals were previously approved by your Board. Four of these projects have been successfully completed and two are currently in progress. Two others did not qualify for a grant award.

The grant evaluation team convened on May 13, 1998, to rate the last three grant applications received. The evaluators gave qualifying scores to all three proposals. Ecology Action of Santa Cruz proposed to conduct a master composter training, which will lead to certification of Cabrillo College Horticulture students as teachers of composting. San Lorenzo Valley High School proposed to establish a paper recycling program at that school. Aptos High School proposed to establish a comprehensive recycling program at Aptos High.

According to the procedures, Public Works has negotiated contracts with two of the successful applicants. These contracts are attached for your Board's approval. An agreement with Aptos High School will be brought to your Board for approval at a later date, as contract negotiations have not been completed.

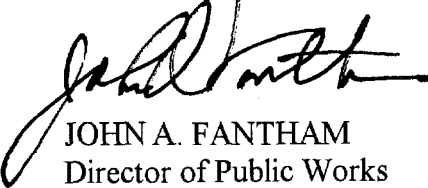
The cost for the two proposed projects is \$3,900.15, including department overhead. Sufficient funds are available in the CSA 9C Solid Waste Budget for this purpose.

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

1. Approve Independent Contractor Agreements for Waste Reduction Grant Program projects with Ecology Action of Santa Cruz in the amount of \$2,645 for an accelerated master composter training, and with San Lorenzo Valley High School in the amount of \$1,000 for a school paper recycling program.

2. Authorize the Director of Public Works to sign the contracts on behalf of the County of Santa Cruz.

Yours truly,



JOHN A. FANTHAM
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 19___, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct Cabrillo College Accelerated Master Composter Training, as described in Exhibit A, Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$2,645.00, in a manner described in Exhibit A, Scope of Work.

3. TERM. The term of this contract shall be: Date of Execution until completion.

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

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 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 *AS* / _____

(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
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, RM. 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
PUBLIC WORKS DEPARTMENT
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, sex, sexual orientation, age (over 40), 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, sex, sexual orientation, age (over 40), 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 Affirmative Action 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.

(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.

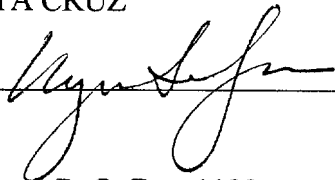
14. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): Exhibit A, Scope of Work

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

COUNTY OF SANTA CRUZ

CONTRACTOR
ECOLOGY ACTION OF
SANTA CRUZ

By: _____

By:  _____

Director of Public Works

Address: P. O. Box 1188
Santa Cruz, CA 95061

Telephone: (831) 426-5925

APPROVED AS TO FORM:

By:  _____
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

EAB

Contract No. _____

SCOPE OF WORK EXHIBIT A

Waste Reduction Grants Program
 Project: Accelerated Master Composter Training
 Contractor: Ecology Action of Santa Cruz

1. Contractor will conduct a Master Composter Training leading to certification of Cabrillo College Horticulture students as teachers of composting that includes the following elements:
 - A. Contractor will, in cooperation with the Cabrillo College Horticulture Department, recruit students for a Master Composter Training course.
 - B. Contractor will assemble training curriculum, organize and conduct training classes, schedule student observations of community compost workshops, and conduct training evaluations.
 - C. Contractor will confer Master Composter certification upon students who successfully complete the training course.
 - D. Contractor will execute written agreements with successful students obligating each to volunteer time to conduct three community composting workshops in the unincorporated area of Santa Cruz County within two years. Additionally, Contractor will provide opportunities for each student to fulfill the aforementioned obligation.
 - E. Upon completion of the training course, Contractor will report to the County on the success of the project and prospects for its continuation, including any steps taken toward Cabrillo College's assumption of responsibility for future trainings. Contractor will make available curriculum and organizing experience resulting from the training course to Cabrillo College.

2. The County will reimburse Contractor within the maximum amount of this Agreement for labor, materials, and services utilized in performance of this Agreement.
 - A. The project will be considered completed when a minimum of 10 students successfully complete the training course, receive Master Composter certification, and commit to conducting compost workshops. For less than 10 students, the maximum reimbursement amount will be pro-rated.
 - B. Labor will be reimbursed at a rate of forty dollars (\$40) per hour, with submission of time sheets.
 - C. Materials and services will be reimbursed at cost, with submission of itemized receipts. Eligible materials costs include guest speaker stipend, printing expenses, and other costs approved in advance by the County.

3. This project may be canceled by mutual agreement of County and Contractor after the recruitment phase if the parties determine, based on the response to the recruitment or other factors, that a successful training is unlikely to result. If the project is canceled at this point, the County will reimburse Contractor for labor and materials expended through the recruitment phase.

Scope of Work

The tasks of this project are:

- 1) To modify and assemble the existing training curriculum to be relevant to the target group; EA staff hours = 24 hours

- 2) To make all of the arrangements for conducting two training classes and scheduling each student to observe one community workshop;
EA staff hours = 10 hours

- 3) To coordinate the guest speaker, assemble visual display items, transport materials, set up for class, and facilitate two training classes;
EA staff hours = 10 hours

- 4) To assemble training evaluation, Master Composter certification and workshop contract agreement documents for all trained Master Composters and facilitate the execution of all three documents for 12 students;
EA staff hours = 10 hours

- 5) To prepare a final project report with back-up materials to County staff;
EA staff hours = 4 hours

Budget

EA Staff Hours =58 hours @ \$40 per hour	\$2,320.00
Guest Speaker Stipend (2.5 hours @ \$100/Hour)	\$250.00
Printing and Materials Costs	\$75.00
Total Request:	\$2,645.00

PRODUCER
 Wm. W. Kelly & Company, Inc.
 P. O. Box 1702
 Santa Cruz, CA 95061
 (408) 426-2090

INSURED
 Ecology Action of Santa Cruz
 125 Water Street
 Santa Cruz, CA 95060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. IT DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE
 COMPANY A: Aetna/Travelers %Charity First
 COMPANY B:
 COMPANY C:
 COMPANY D:
 COMPANY E:

Jeff Kelly

PUBLIC WORKS DEPT
SEP 24 1997
SANTA CRUZ, CA

COVERAGES

This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO INSURANCE POLICY NUMBER DATES

A	GENERAL LIABILITY <input checked="" type="checkbox"/> Gen Liability <input checked="" type="checkbox"/> Occ [] CM <input type="checkbox"/> OCP <input type="checkbox"/>	070 ACM 26093271	Effective 09/15/97 Expiration 09/15/98	\$ 2,000,000 General Agg Prod/CoOps Agc Pers/Adv Inj 1,000,000 Occurrence Fire Damage Medical Exp
A	AUTO LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned <input type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input type="checkbox"/> Garage Liab <input type="checkbox"/>	070 ACM 26093271	Effective 09/15/97 Expiration 09/15/98	\$ 1,000,000 CSL BI (person) BI (accident) PD
	EXCESS LIABILITY <input type="checkbox"/> Umbrella <input type="checkbox"/> Other		/ / / /	\$ Occurrence \$ Aggregate
	WORKERS COMP AND EMPLOYERS LIAB		/ / / /	[] Statutory Lmts \$ Each Accident \$ Disease-Limit \$ Disease-Empl
			/ / / /	\$ \$

Description of operations/locations/vehicles/other
 Certificate holder named additional insured with regards to issued contract

CERTIFICATE HOLDER

County of Santa Cruz
 Attn: Jeffrey Smedberg
 701 Ocean Street
 Santa Cruz, California 95061

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall pose no obligation or liability of any kind upon the company, its agents or reps.

James J. Kelly
 Authorized Representative

330

NG

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CA 94101-0807

CERTIFICATE OF WORKERS COMPENSATION INSURANCE

ISSUE DATE: 11-01-87

POLICY NUMBER: 1221315 - 87
CERTIFICATE EXPIRES: 11-01-88

ECOLOGY ACTION OF SANTA CRUZ
P.O. BOX 1188
SANTA CRUZ, CA 95061

JOB: PROOF OF INSURANCE
CERTIFICATE

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner, to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days' advance written notice to the employer.

We will also give you 10 days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Kenneth C. Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000.00 PER OCCURRENCE

EMPLOYER

LEGAL NAME

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

331

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PUBLIC WORKS

Bonnis (Signature)

7-28-98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
ECOLOGY ACTION OF SANTA CRUZ
and, BOX 1188, SANTA CRUZ, CA 95061 (Name & Address)

2. The agreement will provide CABRILLO COLLEGE ACCELERATED MASTER COMPOSTER TRAINING

3. The agreement is needed BECAUSE THIS WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from DATE OF APPROVAL to COMPLETION JUNE 30, 1999

5. Anticipated cost is \$2,645.00 ~~XXXXXXX,XXXXXXX~~ (Not to exceed)

6. Remarks: CONTRACT \$2,645.00; 7% OVERHEAD \$185.15; TOTAL \$2,830.15

7. Appropriations are budgeted in 951292-³⁶⁶⁵~~3590~~-P00136 (625110) (Index#) ³⁶⁶⁵~~3590~~ (Subject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and will be encumbered. Contract No. CO 81669 Date 7/28/98

Subject to 98-99 Final Budget
By Linda T. Chou Deputy.
GARY A. KNUTSON, Auditor - Controller

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS (Agency).
County Administrative Officer

Remarks: BW (Analyst) By Bow Date 7-31-98

Agreement approved as to form. Date _____

JS:mg

- Distribution:
- Bd. of Supv. • White
 - Auditor-Controller • Blue
 - County Counsel • Green •
 - Co. Admin. Officer • Canary
 - Auditor-Controller • Pink
 - Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
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 Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19____ By _____ Deputy Clerk

36

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 19___, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SAN LORENZO VALLEY HIGH SCHOOL, hereinafter called CONTRACTOR. The parties agree as follows:

1. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct SLV High School Recycling Pilot Project, as described in Exhibit A, Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$1,000.00, in a manner described in Exhibit A, Scope of Work.

3. TERM. The term of this contract shall be: Date of Execution until completion.

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

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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.

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PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, RM. 410
SANTA CRUZ, CA 95060

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PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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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. ATTACHMENTS. This Agreement includes the following attachments (identify by name or write "NONE"): Exhibit A, 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
SAN LORENZO VALLEY
HIGH SCHOOL

By: _____
Director of Public Works

By: *Cornelia Sutor*

Address: 7 105 Highway 9
Felton, CA 95018

Telephone: (408) 335-4425

APPROVED AS TO FORM:

By: *D. McRae 7-28-98*
~~Chief Assistant County Counsel~~

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

SLB

Contract No. _____

SCOPE OF WORK EXHIBIT A

Waste Reduction Grants Program
Project: SLV High Paper Recycling Pilot
Contractor: San Lorenzo Valley High School

1. Contractor will establish a comprehensive paper recycling program at San Lorenzo Valley High School for the 1998-99 academic year, for use by students and staff, that includes the following elements:

A. Contractor will provide paper recycling containers for classrooms, offices, and other locations, as needed.

B. Contractor will arrange for pickup and recycling of paper collected at the school.

C. Contractor will conduct an educational program for students and staff on the proper use of the recycling program.

D. Upon completion of the 1998-99 academic year, Contractor will report to the County on the success of the project and prospects for its continuation. A final report will quantify materials recycled, any change in garbage generation and disposal, and any change in disposal costs during the project.

2. The County will reimburse Contractor within the maximum amount of this Agreement for the actual cost of materials and services utilized in performance of this Agreement, upon submission of itemized receipts. Eligible costs include recycling collection charges, recycling containers, promotional expenses, and other costs approved in advance by the County.

ISSUE DATE 08/04/98

CERTIFICATE OF INSURANCE/SELF INSURANCE

PRODUCER/ADMINISTRATOR:

KEENAN & ASSOCIATES
 210 SOUTH BASCOM AVENUE, SUITE 310
 CAMPBELL, CA 95008

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY POLICIES/MEMORANDUMS BELOW.

INSURED/COVERED MEMBER:

SOUTHERN PENINSULA REGION INSURANCE GROUP and
 SAN LORENZO VALLEY UNIFIED SCHOOL DISTRICT
 6134 HIGHWAY 9
 FELTON, CA 95018
 ATTN: MR. DICK MOSS

ENTITIES AFFORDING COVERAGE

ENTITY A
 NORTHERN CALIFORNIA RELIEF JPA

COVERAGES: THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED/COVERED MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE/MEMORANDUM AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS OF SUCH POLICIES/MEMORANDUMS.

ENT LTR	TYPE OF COVERAGE	POLICY/ MEMO #	EFF/EXP DATE	SIR/DED	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS	NCR 00401-9	06-30-98/99	250	B.I. & P.D. COMBINED EACH OCCURRENCE \$ 1,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY	NCR 00401-9	06-30-98/99	250	B.I. & P.D. COMBINED EACH OCCURRENCE \$ 1,000
A	PROPERTY ALL RISK EXCL. EQ. & FLOOD	NCR 00401.9	06-30-98/99	250	\$38,046. PER OCCURRENCE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:

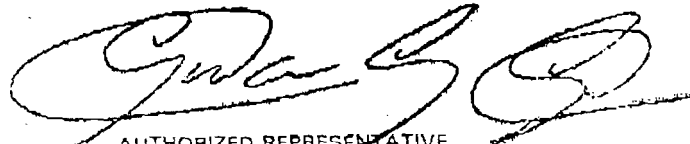
AS RESPECTS RECYCLING PROGRAM GRANT AT SAN LORENZO VALLEY HIGH SCHOOL THRU JUNE 30, 1999.

CERTIFICATE HOLDER:

COUNTY OF SANTA CRUZ
 DEPARTMENT OF PUBLIC WORKS
 701 OCEAN STREET, ROOM 410
 SANTA CRUZ, CA 95060

ATTN: DAN de GRASSI

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES/MEMORANDUMS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY/JPA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.


 AUTHORIZED REPRESENTATIVE

36

ENDORSEMENT

ADDITIONAL COVERED INTEREST

INSURED/COVERED MEMBER	POLICY/MEMORANDUM NUMBER	PRODUCER/ADMINIST
SAN LORENZO VALLEY UNIFIED SD	NCR 00401-9	KEENAN & ASSO

Subject to all its terms, conditions, exclusions and endorsements, such addi covered interest as is afforded by the policy/memorandum shall also apply t following entity but only as respects to liability arising directly from the action activities of the named insured/covered member described under "as respects" b

Additional Covered Interest:

COUNTY OF SANTA CRUZ
 DEPARTMENT OF PUBLIC WORKS
 701 OCEAN STREET, ROOM 410
 SANTA CRUZ, CA 95060

As Respects:

RECYCLING PROGRAM GRANT AT SAN LORENZO VALLEY HIGH SCHOOL THRU JUNE 30, 739



Authorized Represe

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

341

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PUBLIC WORKS (Dept.)
Bornis (Signature) 7-28-98 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
SAN LORENZO VALLEY HIGH SCHOOL
and, 7105 HIGHWAY 9, FELTON, CA 95018 (Name & Address)

2. The agreement will provide SLV HIGH SCHOOL RECYCLING PILOT PROJECT

3. The agreement is needed BECAUSE THIS WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

4. Period of the agreement is from DATE OF APPROVAL to COMPLETION ~~xx~~ JUNE 30, 1999

5. Anticipated cost is \$ 1,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$1,000 OVERHEAD \$70; TOTAL \$1,070

7. Appropriations are budgeted in 951292-³⁶⁶⁵~~3590~~-P00136 (625110) (Index#) 3665 ~~3590~~ b o b j e c t)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and 7/28/98 Contract No. CO 81670 Date _____
are not available and _____ will be _____
GARY A. KNUTSON, Auditor - Controller
Subject to 98-99 Final Budget By Linda T. Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS

Remarks: BW (Analyst) County Administrative Officer
By Bornis Date 7-31-98

Agreement approved as to form. Date _____

JS:mg

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - ORR
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

ADM - 29 (6/95)

State of California)
County of Santa Cruz) ss

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 Officer by an order entered
in the minutes of said Board on _____ County Administrative Officer
19---- By _____ Deputy Clerk

36