



JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

577

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
(631) 454-2160 FAX (631) 454-2385 TDD (631) 454-2123

AGENDA: January 26, 1999

January 13, 1999

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

SUBJECT: WASTE REDUCTION GRANT PROGRAM PROPOSAL

Members of the Board:

In accordance with the Waste Reduction Grants Program Procedures approved by your Board on June 3, 1997, the grant evaluation team convened on September 4 and December 3, 1998, to rate five grant applications. The evaluators gave qualifying scores to two proposals.

The first qualifying application, from Sustainable Quality Awards (SQA), proposed to expand outreach to businesses and agencies throughout Santa Cruz County for their annual environmental awards program. The awards program is a public education vehicle reaching both businesses and the general public. The SQA program recognizes businesses in our community which are doing an exemplary job of integrating principles of environmental stewardship, including waste reduction, into their business practices. The prospect of receiving an award provides an incentive for businesses to make greater efforts in meeting the award criteria. Award recipients may use the distinction to proudly promote their "green business" image to the growing segment of environmentally-conscious consumers. For the 1998-99 award cycle the SQA will produce a brochure to solicit applications for the annual award in the context of raising awareness about waste minimization and other environmental concerns facing businesses. Mailing of the brochure to businesses in the unincorporated county will be followed up by personal contacts to assure representative participation in the award process. Applicants will be asked to quantify waste reduction practices, which will be published in a final report on the award cycle.

The second qualifying application, from Karin Grobe, which proposed to assist food waste generators in designing diversion systems, builds on the results of a previous successful grant in which she surveyed food waste generators and users and studied the potential for such diversion. In the first grant project, Ms. Grobe surveyed ninety commercial pre-consumer food waste generators of all sizes, from packing plants to coffee shops. She also identified forty potential users of food waste, including composters and animal feeders. While the survey helped

to raise awareness among the players and a few matches were made between food waste generators and users, the study concluded that a more proactive approach would be needed to achieve significant landfill diversion of this material. In the current project, Ms. Grobe will work individually with food waste generators to determine specific needs and constraints and help them customize a system for diverting food waste, such as on-site composting or transportation to an off-site user.

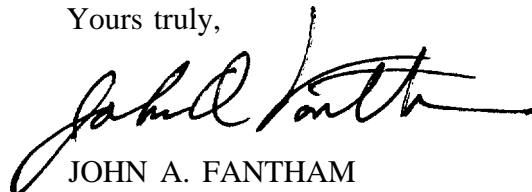
Three proposals failed the evaluation. A proposal by Scott Corn to produce a video broadcast series for community television documenting examples of creative reuse of discards did not include a sufficiently well defined scope of work or budget. Chris Winkley's proposal to place a series of environmental awareness posters inside busses was too broadly conceived for this grant program, as it did not focus specifically on the issue of waste reduction. A proposal by Growing Cycles to collect and rehabilitate old bicycles while teaching bicycle repair and maintenance did not sufficiently detail activities which would benefit the County as opposed to incorporated cities.

According to the Procedures, Public Works has negotiated a contract with each successful applicant. The contracts are attached for your Board's approval. Total cost for the two proposed projects is \$9,000, and 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 Agreement with Sustainable Quality Awards for expanding its environmental awards program for a not-to-exceed amount of \$5,000.00.
2. Approve Independent Contractor Agreement with Karin Grobe for a food waste diversion project for a not-to-exceed amount of \$4,000.00.
3. Authorize the Director of Public Works to execute the contracts on behalf of the County of Santa Cruz.

Yours truly,

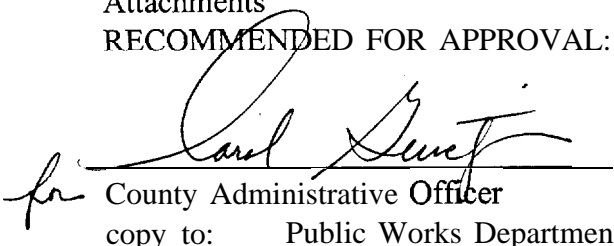


JOHN A. FANTHAM  
Director of Public Works

JS:rw

Attachments

RECOMMENDED FOR APPROVAL:



for County Administrative Officer  
copy to: Public Works Department

WRGR

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

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 26th day of January, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and SUSTAINABLE QUALITY AWARDS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: CONDUCT SUSTAINABLE QUALITY AWARD 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 \$5,000 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.

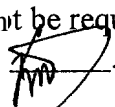
B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

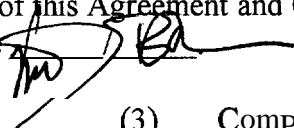
6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance

coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTORS 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 .

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

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

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY 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 CONTRACTORS 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: ATTACHMENT "B" AMENDMENT OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENT; 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

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

Director of Public Works

CONTRACTOR  
SUSTAINABLE QUALITY AWARDS

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

Address: P.O. BOX 548  
SANTA CRUZ, CA 95060

Telephone: (83 1) 465-0377

APPROVED AS TO FORM:

By:  1/12/99  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:mg

SQM



AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated \_\_\_\_\_, by and between County of Santa Cruz (hereinafter called COUNTY) and SUSTAINABLE QUALITY AWARDS (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

- / - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.



3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: MAJORITY OF WORK TO BE PERFORMED IN OFFICE. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

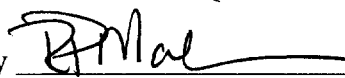
The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_



CONTRACTOR

COUNTY OF SANTA CRUZ  
~~SUSTAINABLE QUALITY AWARDS~~

By



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

SCOPE OF WORK    EXHIBIT A

Waste Reduction Grants Program

Project: Sustainable Quality Awards

Contractor: Sustainable Quality Awards

1. Contractor will expand its existing annual environmental award program throughout Santa Cruz County, including performance of the following tasks:
  - A. Incorporate quantifiable measures of waste reduction in the criteria for Sustainable Quality Awards.
  - B. Diversify ongoing funding for the annual awards program by seeking support from local jurisdictions and soliciting business sponsorships. Any commitments to additional funding received during the term of this contract will be reported to the County.
  - C. Conduct outreach to businesses and agencies in the unincorporated county. Outreach activities will include production and mailing of a brochure to solicit applications for the annual award.
  - D. Produce a final report of the 1998-99 awards process, listing award recipients and describing their waste reduction activities and quantified results, where available.
2. The County will reimburse Contractor within the maximum amount of this Agreement for costs of labor, materials, and services expended in carrying out Scope of Work tasks, except that twenty percent (20%) of the maximum award will be withheld until submission and acceptance of the final report.
  - A. The County will pay Contractor based on invoices submitted by Contractor with progress reports. Invoices may be submitted monthly.
  - B. Labor will be reimbursed at a rate of forty dollars (\$40) per hour, upon submission of time sheets.
  - C. Materials and services approved in advance by the County will be reimbursed at cost, with submission of itemized receipts.

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 26th day of January, 1999, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and KARIN GROBE hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct Food Waste Project Phase Two, 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 \$4,000.00, in a manner described in Exhibit A: Scope of Work.

3. TERM. The term of this contract shall be: Board approval 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 contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to

each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_\_/\_\_\_\_\_

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A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

500

Dan deGrassi, Department of Public Works  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

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7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY 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 CONTRACTORS 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: Attachment A: Amendment of Automobile Liability Insurance Requirements; Attachment B: Amendment of Comprehensive or Commercial General Liability Insurance Requirement; Attachment C: Insurance Representations by Contractor; 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  
KARIN GROBE

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

By: Karin Grobe

Address: 236 Sheldon Avenue  
Santa Cruz, CA 95060  
Telephone: (83 1) 427-3452

APPROVED AS TO FORM:

By: Samuel Tan 1/12/99  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REOUIREMENT

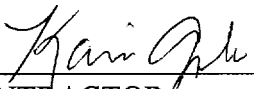
Subparagraph 6A(2) of Contract No. \_\_\_\_ dated \_\_\_\_, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and KARIN GROBE (hereinafter called CONTRACTOR) is amended to read as follows:

*1/2* Reduction in Requirements

CONTRACTOR represents to COUNTY that it owns, operates or utilizes one or more personal vehicles and that the result which is to be accomplished under this Agreement does not require use of any such vehicle for other than CONTRACTOR'S personal transportation only (with no passengers, hazardous materials, or valuable (greater than \$5,000.00) property). In reliance on said representation COUNTY amends Section 6A(2) of said Agreement to require that said personal vehicles each have insurance coverage in the minimum amount of \$100,000.00 combined single limit per accident. COUNTY further reduces insurance requirements by permitting CONTRACTOR to comply with subparagraphs 6B(2), (3) and (4) by utilizing the attached "INSURANCE REPRESENTATIONS BY CONTRACTOR" form without request to or refusal by insurance providers as to those requirements. In all other respects, the Automobile Liability Insurance requirements of this Agreement remain in full force and effect.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

COUNTY OF SANTA CRUZ

  
\_\_\_\_\_  
CONTRACTOR  
KARIN GROBE

By  \_\_\_\_\_



## Attachment B

**AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT**

Subparagraph 6A(3) of Contract No. \_\_\_\_, dated \_\_\_\_, by and between County of Santa Cruz (hereinafter called COUNTY) and KARIN GROBE (hereinafter called CONTRACTOR) is amended to read as follows:

- / - 1. Guest Speaker Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a guest speaker, namely by oral and documentary presentation to a group of persons such that no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirement of said Agreement by waiving same.

- / - 2. Teacher, Instructor, Trainer Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means similar to those employed by a teacher, instructor, or trainer and subject to the following limitations: (1) the results will be accomplished entirely within a classroom setting; (2) no minors will be involved; and (3) no person will be exposed to reasonably foreseeable risk of personal injury or property damage. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

*KG* *DM*

General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows: Majority of work to be performed in office; limited field work includes site visits and interview. In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

COUNTY OF SANTA CRUZ

*Karin Grobe*  
KARIN GROBE  
CONTRACTOR

BY *DM*

## Attachment C

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

INSURANCE REPRESENTATIONS BY CONTRACTOR

On the basis of the following representations by CONTRACTOR to COUNTY as initialed and executed below, compliance with Subparagraphs 6B(2), (3) and (4), respectively of the above Agreement, shall be deemed achieved.

*Kg* ~~✓~~ Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): Automobile Liability Insurance

it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

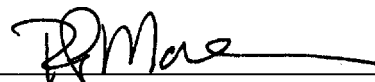
*Kg* ~~✓~~ Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): Automobile Liability Insurance  
it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

*Kg* ~~✓~~ Certification of Insurance [6B(4)]. CONTRACTOR represents that as to the following required insurance coverage(s): Automobile Liability Insurance  
it has been unable to obtain certification of insurance coverage pursuant to Subparagraph 6B(4). CONTRACTOR hereby covenants and represents that it has obtained, will maintain (and attaches hereto a copy of the face sheet(s) of), the contractually required insurance set forth on the attached self-certification of insurance form. In reliance thereon, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(4).

The above paragraph(s) shall be operative if initialed by both parties in the space provided, effective \_\_\_\_\_

COUNTY OF SANTA CRUZ

By \_\_\_\_\_



*Karin Grobe*  
\_\_\_\_\_  
CONTRACTOR  
KARIN GROBE

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

SCOPE OF WORK EXHIBIT A

Waste Reduction Grants Program

Project: The Food Waste Project Phase Two

Contractor: Karin Grobe

1. Contractor will assist food waste generators to increase landfill diversion of food waste to beneficial use, including performance of the following tasks:
  - A. Submit a list of food waste generators to contact during the project, for approval by the County.
  - B. Contact food waste generators and offer assistance in designing diversion systems based on their location, waste stream and capabilities. Diversion systems may include on-site management of food waste such as composting and off-site management such as matching with animal feeders or other food waste users.
  - C. Produce a final report to facilitate the transferability of project successes. This report will describe work accomplished, issues and problems met and overcome, and an itemization of garbage reduction quantities and cost savings for each successful generator diversion system developed.
2. The County will reimburse Contractor within the maximum amount of this Agreement for labor, materials, and travel expenses in carrying out Scope of Work tasks, except that twenty percent (20%) of the maximum award will be withheld until submission and acceptance of the final report.
  - A. The County will pay Contractor based on invoices submitted by Contractor with progress reports. Invoices may be submitted monthly.
  - B. Labor will be reimbursed at a rate of forty dollars (\$40) per hour.
  - C. Materials will be reimbursed at cost, with submission of itemized receipts. Eligible materials costs include telephone and film processing expenses, and other costs approved in advance by the County.
  - D. Documented automobile travel expenses will be reimbursed at a rate of thirty one and one half cents (\$0.315) per mile.



## STATE FARM INSURANCE COMPANIES

State Farm Mutual Automobile Insurance Company  
6400 State Farm Drive  
Rohnert Park CA 94926

596  
AUTO RENEWAL

1990 TOYOTA CAMRY

POLICY NUMBER	DATE DUE	PLEASE PAY THIS AMOUNT
208 1029-F19-05L	DEC 19 1998 to JUN 19 1999	DEC 19 1998 \$206.89

HEINTZ, DAVID M AND  
GROBE, KARIN  
236 SHELDON AVE  
SANTA CRUZ CA 95060-2024

338Y -2262 A



Your premium is based on the following. . If not correct, contact your agent

1990 TOYOTA CAMRY VIN JT2SV24E5L3410607

Class 1B300X1

No' accidents, no convictions - Rate level A++.

Driven over 7,500 miles annually. (National average is 10,000 miles annually.)

There are no male or unmarried female drivers with less than 9 years driving experience unless rated on another vehicle insured with us.

Pleasure use or commuting to and from work or school,

## Coverages and Limits Premiums

A	Liability	
	Bodily Injury 100,000/300,000	
	Property Damage 50,000	119.40
C	Medical Payments 5,000	18.03
D	1000 Ded Comprehensive	8.39
G	1000 Deductible Collision	25.09
H	Emergency Road Set-vice	3.68
U	Uninsured Motor Vehicle	
	Bodily Injury 100,000/300,000	24.93
U1	Uninsured Motor Vehicle	
	Property Damage	7.37

Amount Due \$206.89

Your premium has already been adjusted by the following:

Premium Reductions	
Multicar	38.37
Automatic Safety Belts	.95
Driving Safety Record	211.51
California Good Driver	51.72

Our records indicate that you may qualify for a premium reduction during the coming policy term, since you or your spouse will have at least 34 years but less than 49 years of driving experience and there will be no unmarried driver's with less than 9 years driving experience in your **household**, unless rated as a principal operator of another car insured with State Farm. This change, effective on the day you qualify, will result in a refund check or a premium credit.

CONVENIENT PAYMENT OPTION: You may use one of State Farm's alternate payment plans which divides your present premium into two separate payments.

You may pay one half of the amount due, \$103.44, plus a handling charge of \$2.00. The amount due on DEC 19 1998 will be \$105.44.

The remaining half will be due on FEB 17 1999. We'll send you a reminder notice.

The following list of drivers is shown for informational purposes only and does not extend or expand coverage beyond that contained in this automobile policy. Our records indicate the persons listed below are the only licensed drivers reported to us:

DAVID HEINTZ, KARIN GROBE, BEN GROBE-HEINTZ.

If the above information is inaccurate or incomplete, please contact your agent immediately to make corrections.

Your policy has the guaranteed renewal endorsement.

Thank you for letting us serve you...

Agent RICH HAGAN  
Telephone (408) 429-2700

See reverse side for important information.  
Please keep this part for your record

Illinois has coverage in force as shown below for the named insured. If the coverage is changed or terminated we will give 10 days written notice to:

**THE COUNTY OF SANTA CRUZ  
DAN DE GRASS1 DEPT OF PUBLIC  
WORKS  
701 OCEAN ST RM 410  
SANTA CRUZ CA 95060-4013**

Description of Vehicle: 1990 TOYOTA JT2SV24E5L3410607

### LIABILITY - COVERAGE A

Limits of Liability

Bodily Injury each person	Bodily Injury each accident	Property Damage each accident	Bodily Injury and Property Damage Single Limit
\$ 100000	\$ 300000	\$ 50000	\$ each accident

This Certificate of Insurance does not change the coverage provided by the described policy.

Named Insured HEINTZ, DAVID M AND

GROBE, KARIN

Policy Number 208 1029-F19-05L

Effective Date MAY 11 1998  
12:01 A.M. Standard Time

Countersigned 6/24, 98  
President  
(Year)

By [Signature]  
Authorized Representative

6037F.11