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## County of Santa Cruz

### DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060 (931) 454-2160 FAX (931) **454-2385** TDD (931) 464-2123

AGENDA: OCTOBER 19, 1999

October 6, 1999

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, the grant evaluation team convened on August 12, 1999, to rate three grant applications. The evaluators gave qualifying scores to two proposals.

The first qualifying application, from YMCA of the Redwoods, proposes to establish a vermicomposting operation at their year-round camp to divert food waste produced in the central kitchen. Besides reducing garbage currently sent to the County landfill, the YMCA will incorporate the worm farm into its highly regarded outdoor science school curriculum. The worm castings produced in the vermicompost bins, rich in soil nutrients, will be used for habitat restoration projects, including reintroduction and encouragement of native plant species. Grant funds would be used to purchase four large worm bins and accessory equipment. Technical assistance in set up and operation of the worm composting operation will be provided by local consultant Karin Grobe under a Waste Reduction Grant previously approved by your Board.

The second qualifying application, from the Valley Women's Club (VWC), proposes to purchase a multiple-compartment trailer and other materials handling equipment necessary for operation of the Boulder Creek Redemption/Recycling Center. This drop off and buy back center, which VWC has operated since 1989, has been closed since December 1998 due to development on its old site. VWC's year-long search has finally located a small new site in Boulder Creek where space is at a premium. The new equipment will enable the VWC to operate a state-certified redemption center and provide a full-service recycling opportunity on a much smaller site. The trailer will reduce the need for storage by allowing staff to collect all materials with one piece of equipment, which can be hauled frequently to the Ben Lomond Transfer Station for unloading.

A proposal from Lifestyles Emporium to promote the use of reusable adult cloth diapers failed the evaluation. This proposal did not include a sufficiently well defined budget and the work plan did not clearly distinguish between new project activities and ongoing maintenance of the business. Feedback was provided to assist the applicant in resubmitting a more acceptable proposal.

According to the Waste Reduction Grant Program 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 \$24,500, 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 an independent contractor agreement with YMCA of the Redwoods for establishing a vermicomposting program for a not-to-exceed amount of \$2,000.
- 2. Approve an independent contractor agreement with Valley Women's Club for equipment necessary to reestablish the Boulder Creek Recycling Center for a not-to-exceed amount of \$22,500.
- 3. 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

Valley Women's Club YMCA of the Redwoods

TO: Board of Supervisors		FROM:		<b>(D</b>
County Administrative Officer County Counsel		1/	PUBLIC WORKS	(Dept.
Auditor-Controller		- XIII	Muff (Signature	e) <i>M/Y///</i> (Date)
The Board of Supervisors is hereby r	equested to approve the a	attached agree	ement and authorize the execution	of the same.
1. Said agreement is between the _	COUNTY OF SANT	A CRIIZ		(Agency
VALLEY WOMEN'S CLU	В			(Name & Address
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3. The agreementis needed <u>BEC</u>	AUSE THE WORK CA	N BE DON	E MOST EXPEDITIOUSLY	BY CONTRACT
3. The agreements needed				
4. Period of the agreement is from _	DATE OF APPROV	ÄL	to <b>JUNE 30/2000</b>	
5. Anticipated cost is \$ 22,500			(Fixed omount; Mo	
6. Remork <b>CONTRACT \$22,5</b>	00: 7% OVERHEAD	\$1,575;	TOTAL \$24,075	
7. Appropriations are budgeted in	425110 151079 13	<b>9</b> 651	(Index#) at	Subobject
		•	ATTACH COMPLETED FORM AU	
	Confracen encumbered.		o.CO 9/958 Date	1 1
Appropriation are not	will be encumbered.		RY, A. KNUTSON, Auditor - Contro	• /
		Ву	Rould J. Silva	Deputy
Froposal reviewed and approved. It DIRECTOR OF PUBLIC WOR	is recommended that the	Board of Supe	ervisors approve the agreement and the on behalf of the EPARTMENT	d authorize the
		scute the same	County Administrative C	
Remarks:	. •	•	JMM	1 1
		БУ.	S MILLS	Date
Agreement approved as to form. Da	te			
JS:mq Distribution:				
Bd. of Supv White Auditor-Controller - Blue	State of California	) . ss		
County Counsel - Green Co. Admin. Officer - Canary	County of Santa Cruz	)	cio Clerk of the Board of Supervisors of	f the County Oc A Cour
Auditor-Controller • Pink Originating Dept. • Goldenrod			at the foregoing request for approval of	
*To Orig. Dept. if rejected.	in the minutes of said E	Board on		ounty Administrative Officer
ADM - 29 ( <b>6/95</b> )		19	By	Deputy Clerk

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 19th day of October 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and VALLEY WOMEN'S CLUB OF SAN LORENZO VALLEY, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: To purchase eqipment to facilitate the provision drop-off recycling services in Boulder Creek as described in Attachment No. 1, Scope of Work.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$22500.00, in a manner described in Attachment No. 1, Scope of Work.
  - 3. <u>IDERM.</u> eTheotefrm cofxthes construct shahl bear n t i 1 c o m p 1 e t i o n,
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> 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. <u>INSURANCE</u>. 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 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

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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 / Types of Insurance and Minimum Limits A. **(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

(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

initialing here \_\_\_\_/\_\_\_.

(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."

following clause:

"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: DAN DE GRASS1

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 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 GRASS1

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 70 1 OCEAN STREET, ROOM 4 10 SANTA CRUZ, CA 95060

- 7. <u>EOUAL EMPLOYMENT **OPPORTUNITY**</u>. 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 40 12) 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.

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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. <u>INDEPENDENT CONTRACTOR STATUS.</u> 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.

<u>PRINCIPAL TEST</u>: 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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. 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. <u>PRESENTATION OF CLAMS.</u> 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. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: Attachment No. 1, 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
	VALLEY WOMEN'S CLUE3 OF
	ŞAN LORENZO VALLEY
By:	By: Mancy & Macy
Director of Public Works	
	Address: P. O. Box 547
	Ben Lomond CA 95005-0547

Telephone: (83 1) 33 **8-** 1728

APPROVED AS TO FORM:

By: 10 699 Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller

Contractor Public Works

JS:bbs

**VWCB** 

Contract	No.
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### SCOPE OF WORK ATTACHMENT 1

Waste Reduction Grants Program

Project: Boulder Creek Recycling Center Equipment

Contractor: Valley Women's Club

- 1. The purpose of this grant is to provide for equipment necessary to facilitate Contractor's operation of a drop-off recycling center in Boulder Creek. In furtherance of this purpose, Contractor will perform the following tasks:
  - A. Contractor will research, purchase, maintain, and employ equipment necessary to the operation of the Boulder Creek drop-off recycling center. Equipment to be purchased may include:
    - i) a multiple-compartment trailer which can be pulled by a standard pickup truck, for storage and transportation of recyclable materials; and
    - ii) one or more crushers for densifying metal and plastic recyclable containers, for facilitating storage and transportation of materials.
  - B. Contractor will operate a recycling center in Boulder Creek with the use of equipment acquired hereinunder for a period of at least three (3) years from the date of acquisition of the first piece of equipment under this Agreement. Fulfillment of this provision will signal the completion of this Agreement.
- 2. The County will reimburse Contractor within the maximum amount of this Agreement for equipment to carry out Scope of Work tasks, with submission of itemized receipts, provided that:
  - A. Contractor has received prior approval by County for the purchase of the type and model of each piece of equipment; and
  - B. A lien has been placed on each piece of equipment for the term of this Agreement such that ownership of said equipment would revert to the County upon Contractor's default in performance of provisions of this Agreement.

TEL: 8314262090

K&y-& co., Inc.	FAX (831)423-0641	ONLY AND HOLDER. TH	CONFERS NO R IIS CERTIFICATE COVERAGE AFF	DAS A MATTER OF INFO IGHTS UPON THE CERTIFI DOES NOT AMEND, EXTI ORDED BY THE POLICIES	CATE END OR
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Anty of Santa Cruz An: Dan deGrassi 701 Ocean Street, Room 410 Santa Cruz, CA 95060-4070

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Thomas J. Kelly

Momes P



P.O. BOX 420807, SAN FRAN&CO, CA 94142-0807

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### . CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

OCTOBER 5, 1999

FOLICYNUMBER 481-99 UNIT 104

COUNTY OF SANTA\*CRUZ ATTN: JEFFERY SMEDBERG 701 OCEAN ST / \*\* SANTA CRUZ, CA 95060

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 polity period indicated.

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

We will also give you TEN days' ad&e 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??.&&, exclusions and conditions of such policies.

AUTHORIZED REPRESENTATIVE

→ PŘESIĎENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COST: 1,000,000 PER OCCURRENCE

EMPLOYER

THE VALLEY WOMEN'S CLUB OF THE SAN LORENZO VALLEY SLV REDEMPTION/RECYCLING CENTERS 15485 BEAR CREEK RD BOULDER CREEK, CA 95006



Evidence of Liability Insurance

California State Automobile Association Inter-Insurance Bureau P.O. Box 429186. San Francisco, CA 94142-9186

Keep this evidence of liability insurance in your vehicle with your registration A peace officer may ask for this information if you are involved in an accident or stopped for a moving violation.

Policy No: **B9-64-28-5** 

MACY,KENNETH,L;OR NANCY B 15485 BEAR CREEK ED BOULDER CREEK CA 95006 Policy effective date: 05-06-1 999 Policy expiration Date: 05-06-2000

Vehicle make: FORP

Model year: 1997

Vehicle identification number: 1 FALP52U1VG106967

Below are your automobile liability insurance identification cards which you may cut out and carry in your wallet.

### **AUTOMOBILE INSURANCE IDENTIFICATION CARD**



California State Automobile Association Inter-Insurance Bureau P.O. Box 429186

San Francisco, CA 94142-9186

Insured: MACY,KENNETH,L;OR NANCY B Policy Number: B9-64-28-5

Eff. Date: 05-06-1999 Exp. Date: 05-06-2000

Vehicle Make: FORD Model Year: 1997

VIN: 1FALP52U1VG106967

For policy questions and changes. cail 800 9224228

### AUTOMOBILE INSURANCE IDENTIFICATION CARD



California State Automobile Association Inter-Insurance Bureau P.O. Box 429186

San Francisco, CA 94142-9186

Insured: MACY, KENNETH, L; OR NANCY B

Policy Number: B9-64-28-5

VIN: 1FALP52U1VG106967

For policy quastions and changes. call 800 922-8228

### AUTOMOBILE INSURANCE IDENTIFICATION CARD



California State Automobile Association Inter-Insurance Bureau P.O. Box 429186

San Francisco, CA 94142-9186

Insured: MACY, KENNETH, L; OR NANCY B

Policy Number: **B9-84-28-5** 

Eff. Date: 05-06-1999 Exp. Date: 05-06-2000 Vehicle Make: FORD Model Year: 1997

VIN: 1 FALP52U1VG106967

For policy questions and changes call 800 5224228

#### **AUTOMOBILE INSURANCE IDENTIFICATION CARD**



California State Automobile Association Inter-Insurance Bureau

P.O. Box 429186

San Francisco, CA 94142-9186

Insured: MACY, KENNETH, L; OR NANCY B

Policy Number: 89-64-28-5

VIN: 1FALP52U1VG106967

For policy questions end changes. 😝 800 922-8228

# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

V205

FROM: TO: Board of Supervisors PUBLIC WORKS County Administrative Officer (Dept.) County Counsel Auditor-Controller The Board of Supervisors is hereby requested to approve the ottoched ogreement and/authorize the execution of the same. COUNTY OF SANTA CRUZ 1. Said ogreement is between the (Agency) YMCA OF THE REDWOODS and 16275 HIGHWAY 9, BOULDER CREEK, CA 95006 2. The agreement will provide FOR A VERMICOMPOSTING PROJECT AT THE YMCA OF THE REDWOODS 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** 5. Anticipated cost is \$2,000 \_\_\_\_\_ (Fixed amount; Monthly rate; Not to exceed) 6. Remarks:. CONTRACT \$2,000; 7% OVERHEAD \$140; TOTAL \$2,140 7. Appropriations are budgeted in 1510 18 13665! <u>(Index#) 3590</u> (Subobject) NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Contract No <u>Co 9 1 95 9</u> Date 10/5 are available and have been encumbered. GARY A. KNUTSON, Auditor - Controller – (Agency). County Administrative Officer Remarks: \_\_\_\_\_ (Analyst) Agreement approved os to form. Dote Distribution: Bd. of Supv. . White State of California Auditor-Controller - Blue County Counsel - Green County of Santa Cruz Co. Admin. Officer - Conory ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz. Auditor-Controller - Pink State of California, do hereby certify that the foregoing request for approval of agreement was approved by Originoting Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order by othered \*To Orig. Dept. if rejected. in the minutes of said Board on County Adminis

ADM - 29 (6/95)

Contract	No.	

### INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 19th day of October 1999 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and YMCA OF THE REDWOODS, hereinafter called CONTRACTOR. The parties agree as follows:

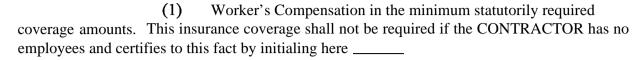
- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct YMCA of the Redwoods Camp Vermicomposting Project, as described in the Scope of Work.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$2,000, in a manner described in Attachment No. 1: Scope of Work.
- 3. <u>IFERM</u>. The techmoof this countract shall be: c u t i o n u n t i l completion.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> 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 CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 6. <u>INSURANCE</u>. 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 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	ch
subcontractor equivalent to that required of CONTRACTOR in this Agreement, unle	ess
CONTRACTOR and COUNTY both initial here/	

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### A. Types of Insurance and Minimum Limits



- (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:

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"This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: DAN DE GRASS1

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 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 GRASS1

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

- 7. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> 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.

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(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,

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- (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. <u>INDEPENDENT CONTRACTOR STATUS.</u> 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.

<u>PRINCIPAL TEST</u>: 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. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

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- RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall 12. 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. <u>ATTACHMENTS.</u> This Agreement includes the following attachments: Attachment No. 1, 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 YMCA OF THE REDWOODS			
By:	Works	Address: 16275 Highway 9 Boulder Creek, C			
APPROVED AS TO	FORM:	Telephone: (83 1) 338-883 1	L		
By: M. M. Chief Assistant Co	ounty Counsel				
DISTRIBUTION:	Auditor-Controller Contractor Public Works				
JS:bbs					
YMCB					

### SCOPE OF WORK ATTACHMENT 1

Waste Reduction Grants Program

Project: YMCA of the Redwoods Camp Vermicomposting

Contractor: YMCA of the Redwoods

- 1. Contractor will establish a worm composting operation to divert food waste generated at the YMCA of the Redwoods Camp and to teach environmental lessons through the Outdoor Education Department, by performance of the following tasks:
  - A. Purchase, install, start-up, and maintain a worm composting operation to divert food waste generated at the camp. Contractor will be responsible for procuring any technical assistance or consultant services necessary to assure successful year-round operation of the compost system.
  - B. Teach composting and demonstrate its virtues as a source of nutrient rich soil and an effective method of waste reduction to children and young adults attending the YMCA of the Redwoods outdoor science school.
  - C. Once the vermicomposting system is operational, Contractor will host a reasonable number of tours of the project for interested staff from other camps and businesses, as requested by the County.
  - D. 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 achieved. Copies of educational materials produced and used in the Outdoor Education composting curriculum will be included. Acceptance of the final report by the County will signal the completion of the contract.
- 2. The County will reimburse Contractor within the maximum amount of this Agreement for materials purchased to carry 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. Materials will be reimbursed at cost, with submission of itemized receipts.
  - B. Eligible materials costs include the specific items listed under "Requested Funds" on the attached Vermicompost Budget, and other costs approved in advance by the County.

### **VERMICOMPOSTBUDGET**

0372 YMCA OF THE REDWOODS REQUESTED FUNDS Quantity Total (tax. incl.) Item Price 4X4' WORM BIN 200.00 864.00 25.00 BIN BEDDING 108.00 **DELIVERY** BIN 200.00 1 200.00 WORMS 10.95 16 189.22; Worms fat Our Garbage 22.95 24.79' CLOSED CONTAINERS 2 56.00 120.96 200' RUBBER HOSE 100.00 108.00 1 WHEEL BARROW 1 180.00 194.40 **BLUNT NOSE SHOVEL** 25.001 27.00 1 PITCH FORK 25.00 27.00 1 MIST SPRAY NOZZLE 1 25.00 27.00 LATEX GLOVES 14.00 15.12 TOTAL START-UP COST: 1905.48 YMCA 5% Indirect Rate: 95.27 TOTAL REQUEST 2000.76 MATCHING FUNDS Description Value 5% Brain Brown FTE 1538.00 3 days outdoor education staff insevice 5195.00 camper volunteer time 938.00 TOTAL MATCH 7671 .00

Note: Prices and totals are estimates for budgeting purposes only.

PRC	ODUCER Ilis Corroon Corporation of Sal 35 Technology Dr.#500 n Jose CA 95110 D8) 452-7555  tty Lew  YMCA OF SANTA CLA 1190 EMORY STREET SAN JOSE CA 95  WERAGES THIS IS TO CERTIFY THAT THE PO INDICATED, NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR EXCWSIONS AND CONDITIONS OF	LICIES OF INSURANCE LISTED BELOW BY REQUIREMENT, TERM OR CONDITION MAY PERTAIN. THE INSURANCE AFFO SUCH POUCIES. LIMITS SHOWN MAY H	THIS CERT ONLY AND HOLDER. ALTER THI COMPANY TIG A COMPANY TIG B COMPANY C COMPANY D HAVE BEEN ISSUE ON OF ANY CONTR DRIVED BY THE PO-	IFICATE IS ISSUED CONFERS NOTHIS CERTIFICE COVERAGE A COMPANIES Insurance Companies Insurance In	DED AS A MATTER OF ORIGINAL UPON THE CATE DOES NOT AMERICAN THE POS AFFORDING COVERACE PARTY.  DISTRICT COMPANY  DISTRIC	E CERTIFICATE END, EXTEND OR SLICIES BELOW.  3E 100RKS DESCRIPTION 100 MA CRUTE 100
.TR	TYPE OF INSURANCE	POUCY NUMBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)	LIMIT	S
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE E   OCCUR  OWNER'S & COMRACTOR'S PROT	MLP37648708	01-JUL-1999	01-JUL-2000	GENERAL AGGREGATE  PROCUCTS-COMP/OP A G G  PERSONAL & ADV INJURY  EACH OCCURRENCE  FIRE DAMAGE (Any one fire)  MED EXP (Any one person)	\$ 2.000.000 \$ 2.000.000 \$ 1.000.000 \$ 100.000 \$ 5,000
A	AUTOMOBILE LIABILITY  X ANY AUTO AU OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	MIA37649447	01~JUL-1999(	OIJUL-2000	COMBINED SINGLE LIMIT  BODILY INJURY (Per person)  BODILY INJURY (Per accident)  PROPERTY DAMAGE	\$ 1.000.000 \$ \$
	GARAGE LIABILITY  ANY AUTO  EXCESS LIABILITY  UMBRELLA FORM				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE EACH OCCURRENCE AGGREGATE	
В	OTHER THAN UMBRELLA FORM  WORKERS COMPENSATION AND EMPLOYERS LIABILITY  THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:  OTHER	WCN BOO 355 32	OIJUL-1999	OIJUL-2000	X WC STATU- TORY LIMITS ER  EL EACH ACCIDENT  EL DISEASE-POLICY LIMIT  EL DISEASE-EAEMPLOYEE	\$ 1.000.000 \$ 1.000.000 \$ 1.000.000
Ro Da ao	an De Grassi, Cour dditional insured.	n Grants Program nty of Santa Cruz P  JZ TMENT 410	CANCELLATE SHOULD ANY EXPIRATION 30 DAY BUT FAILURE OF ANY K	ON  OF THE ABOVE DE DATE THEREOF, THE SERVICE TO MAIL SUCH NOTE	ESCRIBED POLICIES BE CANCE ISSUING COMPANY WILL TO THE CERTIFICATE HOLDER TICE SHALL IMPOSE NO OBLIGORARY. ITS AGENTS OF ACORD CO	CELLED BEFORE THE ENDEAVOR TO MAIL NAMED TO THE LEFT, GATION OR LIABILITY REPRESENTATIVES.

TIG INSURANCE COMPANY

HOME OFFICE: IRVING, TEXAS

### 0374

#### ENDORSEMENT #16

	FORMING A PART OF	POLICY NUMBER MO D A Y YR TIME		INSURED	PRODUCER AND CODE	
Į	MLA37649447			Santa Clara Valley YMCA. CA	WILLIS CORROON - 658613	

## In consideration of the premium paid; it is agreed that the following additional insured is added to the policy:

Waste Reduction Grants Program

Project: YMCA of the Redwoods Camp Vermicomposing

"The County of Santa Cruz, it's officials, employees, agents, and volunreers 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."

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

Butty Service Authorized Representative

DATE

ZC 13034