



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0409

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(631) 4542160 FAX (631) 4643396 TDD (931) 454-2123

AGENDA: MARCH 7, 2000

February 24, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: WASTE REDUCTION GRANTS 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 February 15, 2000, to rate a grant application which received a **qualifying** score.

The application from Juggernaut Productions proposes to coordinate and implement Earth Day events on April 22, 2000. These events, commemorating the thirtieth anniversary of the first Earth Day in 1970, would include a county-wide volunteer cleanup and education effort and a Green Energy and Waste Reduction Expo Festival. County grant funding is requested specifically for waste reduction activities. The applicant has already secured significant cash and in-kind contributions from business and nonprofit sources to defray other expenses of the project.

The applicant, who has organized other successful events on this scale, expects to generate 5,000 hours of volunteer community service at 30 sites throughout the county for Saturday morning cleanup of beaches, riverbanks, and neighborhoods. The cleanups will provide many residents with a way to practice their environmental values as well as celebrate them. The project will provide recycling opportunities for all debris collected that can be recycled.

Waste reduction education will be featured at a number of booths at the afternoon festival, to be staged at San Lorenzo Park and the Santa Cruz County Governmental Center parking lot. Media advertizing and county-wide distribution of the printed program will also promote the waste reduction message.


Among the many groups, businesses and agencies which have committed to participation in the festival, the Santa Cruz County General Services Department intends to display an electric vehicle which they expect to have on loan to the motor pool in April.

According to the procedures, Public Works has negotiated a contract with the successful applicant. The contract is attached for your Board's approval. Total cost for the proposed project is \$7,500, and **sufficient** funds are available in the County Service Area 9C, Solid Waste Budget for this purpose.

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

1. Approve independent contractor agreement with Juggernaut Productions for coordinating Earth Day 2000 events in Santa Cruz County for a not-to-exceed amount of \$7,500.
2. Authorize the Director of Public Works to sign the contract on behalf of the County of Santa Cruz.

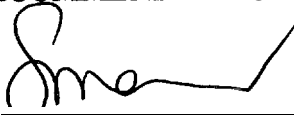
Yours truly,


for- JOHN A. FANTHAM
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department

WRGB

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0411

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

2.23.00

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
and Juggernaut Productions, 4115 Trout Gulch Road, Aptos, CA 95003 (Name & Address)
2. The agreement will provide Earth Day-2000 Project
3. The agreement is needed because the work can be done most expeditiously by contract.
4. Period of the agreement is from Board Approval to June 30, 2000
5. Anticipated cost is \$ 7,500 ● PO (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$7,500.00; 7% Overhead \$525.00; Total \$8,025.00
7. Appropriations are budgeted in 51018 ! 3665 ! 625110 (Index#) 3590 (Subject)

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

Appropriations & available and have been will be tenumbered. t N o CO92047 Date 2/24/00
are not

GARY A. KNUTSON, Auditor - Controller

By Ronald A. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Public Works to execute the same on behalf of the Department of Public Works (Agency).

Remarks:

(Analyst)

By

Date

3/1/00

Agreement approved as to form. Date

JS:bbs

Distribution:

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

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,
State of California, do hereby certify that the foregoing request for approval of agreement was approved by
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered
in the minutes of said Board on

County Administrative Officer

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By _____ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

0412

THIS CONTRACT is entered into this _____ day of _____ 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and JUGGERNAUT PRODUCTIONS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to conduct Earth Day 2000 Project, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$7,500.00, in a manner described in Scope of Work.

3. TERM. ~~The term of this contract shall be~~ u t i o n u n t i l 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 CONTRACTORS 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 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 ____/____.

0413

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 JP.

(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 JP / M.

(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 0414
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 GRASSI
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EOUAL 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 this⁰⁴¹⁵ 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: 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
JUGGERNAUT PRODUCTIONS

By: Jeremy Reel

Address: 4 115 Trout Gulch Road
Aptos, CA 95003

Telephone: (83 1) 688-4877

F A X : 425 1404

E-MAIL: jeremy@juggernautmusic.com

APPROVED AS TO FORM:

By: Shirley Taylor
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

JPB

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Contract No. _____

SCOPE OF WORK

Waste Reduction Grants Program

Project: Earth Day 2000

Contractor: Juggernaut Productions

1. Contractor will conduct the Earth Day 2000 Project, including coordination with partner organizations and contributors. Specific work tasks will include the following:
 - A. Organize and carry out a series of volunteer cleanup and education events county-wide on or about Saturday, April 22, 2000. A minimum of 20 volunteer sites will be in the unincorporated area of Santa Cruz County on public property or public access areas and may include beaches, rivers, neighborhoods, and school yards. Site captains will be selected for each cleanup site and trained to coordinate and educate volunteers.
 - B. Organize and carry out a Green Energy and Zero Waste Expo festival at a time and place approved by County. A minimum of six (6) booths at the Expo will be dedicated to waste reduction themes approved by County, such as home composting, worm composting, buying recycled products, reuse, waste minimization, recycling, and the Public Schools Resource Conservation Program.
 - C. Promote cleanup events and the festival through the Internet, local print and electronic media, and a poster campaign.
 - D. Produce a printed program of events in the county related to Earth Day. This program will be distributed to participants of the cleanup and expo events and to the general public. The program will feature information about waste reduction that residents can put to use in their daily lives. A minimum of two thousand (2,000) programs will be printed and distributed to county residents. Contractor will provide County the opportunity to review and comment on printed materials before publication.
 - E. Produce a printed guide of Internet resources geared to introduce local residents to resources available on the web that support waste reduction, resource conservation, and pollution prevention. A minimum of two thousand (2,000) guides will be printed and distributed to county residents. This Internet resources guide may be included in the printed program described in paragraph 1 .D. above.
 - F. Prepare a final project report detailing work accomplished and total project revenues and expenses.
2. The County will reimburse Contractor within the maximum amount of this Agreement for labor and materials used in carrying out project goals, as detailed in the attached Budget, and other expenses approved in advance by County, with the following stipulations:

- A. Contractor labor will be reimbursed at the rate of \$30 per hour, with submission of time logs.
- B. Materials will be reimbursed at cost, with submission of itemized receipts, except that County will not reimburse expenses for food and drink, entertainment, or promotional give-away items.
- C. Attached budget is for planning purposes only. Funds may be shifted among budget categories by mutual consent of County and Contractor.
- D. Payment of each invoice will be contingent on Contractor's submission of a progress report showing satisfactory progress.
- E. Payment of six thousand dollars (\$6,000) of the total contract amount is contingent on completion of volunteer cleanup and education events as described in 1 .A. above. If less than 20 volunteer events are conducted at sites in the unincorporated county, the maximum amount allocated for volunteer events will be pro-rated at three hundred dollars (\$300) per event conducted.
- F. Twenty percent (20%) of the total contract amount will be withheld until the final report is received and approved by County.

BUDGET
EARTH DAY SANTA CRUZ 2000
 Total Costs to Implement

0419

| EXPENSES | | Estimated costs |
|--------------------------------------|--|------------------------|
| Staff Time | | |
| Jeremy Pearl | 420 hours @ \$30 | \$ 12,600 |
| Event Production Manager | All day on 4/22/00 | \$ 500 |
| County-wide Cleanup Expenses | | |
| Promotion | radio, print ads | \$ 3,000 |
| Promotion | The Connection Magazine - Program Guide and articles | In-kind |
| T-shirts | for Site Managers and Event Volunteers | \$ 1,000 |
| Waste Hauling | Day of event-waste Management, Inc. | in-kind |
| Diversion fees | Day of event-Buena Vista Landfill | In-kind |
| Mobile Communications | Day of event-Cellular One | In-kind |
| Materials for cleanups | bags, gloves, sharps containers, etc.-from CCC | In-kind |
| Postage | mailings for Site Managers, Event Coordination | \$ 100 |
| Refreshments | for Site Managers | \$ 100 |
| Green Energy Expo Expenses | | |
| Facility Use fees | | \$ 900 |
| Entertainment | bands (6) | \$ 1,200 |
| PA system | | \$ 1,500 |
| Staging | | \$ 1,500 |
| Hospitality | food and drinks for volunteers and bands | \$ 500 |
| Generator (solar if possible) | | \$ 750 |
| Insurance | | \$ 750 |
| Porta-potties | 16 needed for 3,000 person event | \$ 1,000 |
| Miscellaneous Expenses | Office supplies, travel, postage | \$ 600 |
| Internet-Resource Guide | | |
| Printing and folding | | In-kind |
| TOTAL EXPENSES | | \$ 26,000 |
| REVENUES | | |
| Corporate sponsorship (anticipated) | 10 @ \$1,000 | \$ 10,000 |
| County of Santa Cruz (anticipated) | | \$ 10,000 |
| City of Santa Cruz (confirmed) | | \$ 1,500 |
| Ecology Action (confirmed) | | \$ 2,000 |
| Patagonia (anticipated) | | \$ 1,500 |
| Rich Williams Foundation (confirmed) | | \$ 1,000 |
| TOTAL REVENUES | | \$ 26,000 |
| IN-KIND SUPPORT | | |
| Ecology Action | (administrative support, office) | \$ 500 |
| CalPIRG | (staff coordination time, promotion) | \$ 2,000 |
| The Connection Magazine | (print and distribute event Program of Events publish ads and articles prior to event) | \$ 3,500 |
| Waste Management | (waste and recycling collection services) | \$ 1,500 |
| Buena Vista Landfill | (25 tons @ \$39/ton) | \$ 975 |
| Cellular One | (cell phone use and airtime) | \$ 250 |
| California Coastal Commission | (cleanup supplies) | \$ 550 |
| TOTAL IN-KIND SUPPORT | | \$ 9,275 |

FEB-23-2000 WED 12:27 PM

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
02/23/2000

PRODUCER (831)426-2090

FAX (831)423-0641

Wm. W. Kelly & Co., Inc.

211 River Street

P. O. Box 1702

Santa Cruz, CA 95061

Attn:

Ext:

INSURED

Ecology Action

Po Box 1188

Santa Cruz, CA 95061-1188

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

COMPANIES AFFORDING COVERAGE

COMPANY A Charity First

0420

COMPANY B

COMPANY C

COMPANY D

COPY**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|--------|---|-----------------------|----------------------------------|-----------------------------------|--------------------------------------|
| A | GENERAL LIABILITY | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS COMP/OP AGG \$ 2,000,000 |
| | CLAIMS MADE X OCCUR | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OWNERS & CONTRACTORS PROT | X-660-455X4024-TCT-98 | 09/15/1999 | 09/15/2000 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 50,000 |
| | | | | | MED EXP (Any one person) \$ 5,000 |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT \$ |
| | ANY AUTO | | | | |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | | | | |
| | HIRED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | NON-OWNED AUTOS | | | | PROPERTY DAMAGE \$ |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY: \$ |
| | | | | | EACH ACCIDENT \$ |
| | | | | | AGGREGATE \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | UMBRELLA FORM | | | | AGGREGATE \$ |
| | OTHER THAN UMBRELLA FORM | | | | \$ |
| | OWNERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | TORT LIMITS \$ |
| | THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE | INCL | | | EL EACH ACCIDENT \$ |
| | OTHER | EXCL | | | EL DISEASE - POLICY LIMIT \$ |
| | | | | | EL DISEASE - EA EMPLOYEE \$ |

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS

Jeremy Pearl, OBA: Juggernaut Productions is named as additional insured with respects to the arthday event to be held April 22, 2000 in San Lorenzo Park.

CERTIFICATE HOLDER

Jeremy Pearl, OBA:
Juggernaut Production
4115 Trout Gulch Road
Aptos, CA 95003

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 26-8 (1/98)

ACORD CORPORATION 1988

FEB-23-2000 WED 12:26 PM

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

02/23/2000

PRODUCER (831)426-2090

FAX (831)423-0641

W. Kelly & Co., Inc.

211 River Street

P. O. Box 1702

Santa Cruz, CA 95061

Attn:

Err!

INSURED

Ecology Action

P o Box 1188

Santa Cruz, CA 95061-1188

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

COMPANIES AFFORDING COVERAGE

COMPANY A Charity First

0421

COMPANY B

COMPANY C

COMPANY D

COPY**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|-----------|--|-----------------------|-------------------------------------|--------------------------------------|--------------------------------------|
| A | GENERAL LIABILITY | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | CLAIMS MADE X OCCUR | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | OWNERS & CONTRACTORS PROT. | X-660-455X4024-TCT-98 | 09/15/1999 | 09/15/2000 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | FIRE DAMAGE (Any one fire) \$ 50,000 |
| | | | | | MED EXP (Any one person) \$ 5,000 |
| | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT \$ |
| | ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | SCHEDULED AUTOS | | | | PROPERTY DAMAGE \$ |
| | HIRED AUTOS | | | | |
| | NON-OWNED AUTOS | | | | |
| | DAMAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO | | | | OTHER THAN AUTO ONLY \$ |
| | | | | | EACH ACCIDENT \$ |
| | | | | | AGGREGATE \$ |
| | EXCESS LIABILITY | | | | EACH OCCURRENCE \$ |
| | UMBRELLA FORM | | | | AGGREGATE \$ |
| | OTHER THAN UMBRELLA FORM | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | PER STATE TORY LIMITS \$ |
| | THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: | INCL | | | EL EACH ACCIDENT \$ |
| | | EXCL | | | EL DISEASE - POLICY LIMIT \$ |
| | OTHER | | | | EL DISEASE - EA EMPLOYEE \$ |

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS

he County of Santa Cruz, it's officials, employees, agents, and volunteers are added as additional insureds as respects to the operations and activities of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz. For Earthday April 22, 2000.

CERTIFICATE HOLDER

Public Works Department

Attn: Dan De Grassi

701 Ocean Street

Room 410

Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~BE ADVISED BY MAIL~~

30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

XX

XX

AUTHORIZED REPRESENTATIVE

He. Ter. Jk.

CORP 25-S (1/85)

ACORD CORPORATION 198

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