

DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060 (631) 454-2160 FAX (631) 464-2365 TDD (631) 414-2123

AGENDA: MAY 2, 2000

April 20, 2000

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

SUBJECT: CALIFORNIA GREY BEARS RECYCLING SERVICES

Members of the Board:

As you are aware, the County contracts with the California Grey Bears to operate the drop-off recycling center at the County's Buena Vista Landfill. This arrangement is working very well for both parties. The County is seeing more than four thousand tons of materials diverted annually from landfill disposal and returned to the economy. Through sales revenues (which are shared with the County), the Grey Bears can generate income for their primary activity, food redistribution for seniors.

In an ongoing effort to increase the level of recycling in the county, Public Works has developed a proposal with the Grey Bears to improve the recycling processing capability at their property on Chanticleer Avenue and to increase their collection of recyclables from both the business community and the general public. The proposed agreement would provide for capital improvements to the Grey Bears' Chanticleer site (notably equipment, drainage, and wiring) and in exchange, the Grey Bears will accept at their Chanticleer recycling center, the entire spectrum of materials that are collected curbside. This will include new collection of tin cans, junk mail, and other mixed waste paper, and all types of plastic containers. These improvements will result in a full spectrum, public drop-off recycling service in the mid-county, similar to County-sponsored services provided in the San Lorenzo Valley by the Valley Women's Club. Furthermore, with these improvements the Grey Bears will have the increased ability to process materials collected through their business collection service, such as cardboard and office paper. This takes on added importance when the Grey Bears assume the commercial cardboard recycling accounts of Waste Management, as provided in County's Franchise Agreement.

Attached is a contract with the California Grey Bears in the amount of \$150,000 for your Board's consideration. This agreement includes payback provisions if the Grey Bears cease their Chanticleer recycling operation during the term of the agreement. Sufficient funds exist in the current year Public Works Budget (CSA 9C) to cover this expense.

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

- 1. Approve the attached independent contractor agreement with the California Grey Bears in the amount of \$150,000 for recycling processing improvements and expanding recycling services.
- 2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

JOHN A. FANTHAM
Director of Public Works

DDG:mg

Attachments

RECOMMENDED FOR APPROVAL,:

County Administrative Officer

copy to: Public Works

California Grey Bears

GBRM

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors County Administrative Officer County Counsel Auditor-Controller		FROM: PUBL	C WORKS (Signatu	(Dept.)
The Board of Supervisors is hereby req	uested to approve the	attached agreement	and authorize the execution	on Of the same.
Said agreement is between theC and, CALIFORNIA GREY BEARS The agreement will provideSOL	, 2710 CHANTICLE	ER AVENUE, SAN	TA CRUZ, CA 95065	(Agency) (Name & Address)
3. The agreement is needed THE WOR	K CAN BE MOST EX	PEDITIOUSLY PE	RFORMED BY CONTRACT	,
4. Period of the agreement is from	BOARD APPROVAL	Martin	10 JUN 30 2	
5. Anticipated cost is \$ 150,000.00			(Fixed amount; N	Monthly rate; Not to exceed
7. Appropriations are budgeted in	110 !51064!3665	! &X####################################		
+ 20/HZ	will be encumbered.	Contract No.	192083 Date KNUTSON, Auditor - Cont	4/19/00
Proposal revieweds and approved. It is DIRECTOR OF PUBLIC WORKS	to exe	ecute the same on b	pehalf of the PUBLIC WORK	(S DEPARTMENT
Remarks:		ency). By	County Administrative	Officer Date 4/24/03
Agreement approved as to form. Date DDG:mg				,
Distribution: Bd. of Supv. • White Auditor-Controller • Blue County Counsel • Green • Co. Admin. Officer • Conary Auditor-Controller • Pink Originating Dept. • Goldenrod *To Orig. Dept. if rejected. ADM - 29 (6/95)	State of California, do said Board of Superviso in the minutes of said	hereby certify that the ors as recommended by	rk of the Board of Supervisors foregoing request for approval o y the County Administrative Off (By	of agreement was approved by ficer by an order duly entered County Administrative Officer

Contract No.	
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INDEPENDENT CONTRACTOR AGREEMENT

0230

THIS CONTRACT is entered into this 2nd day of May, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CALIFORNIA GREY BEARS, hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES.</u> CONTRACTOR agrees to exercise special skill to accomplish the following result: Solid waste recycling services as defined in Exhibit "A", Scope of Work, attached.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payments for services rendered per schedule in Exhibit "A" Scope of Work, attached, not to exceed \$150,000.
- 3. **IBERM**, it has te Amposithis construct shall hoe: o u g h O c t o b e r 3 1, 2005.
- 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 subcontractor

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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 initialing here / . Comprehensive or Commercial General Liability Insurance (3) 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 GRASS1

COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT 70 1 OCEAN STREET, ROOM 4 10 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 1 S), 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.

- (3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for **further** agreements with the COUNTY.
- (4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

<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.
- 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 CLAIMS.</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: 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
	CALIFORNIA GREY BEARS
By	By: Synda Marcis
Director of Public Works	• • • • • • • • • • • • • • • • • • • •
	Address: 27 10 Chanticleer Avenue
	Santa Cruz, CA 95065
	Telephone: (83 1) 479- 1055

FAX: (83 1) 479-8465

E-MAIL: greybears@earthlink.net

APPROVED AS TO FORM:

INDCONTR.DOC REV. 6/2/98

Chief Assistant County Counsel

DISTRIBUTION:

Auditor-Controller

Contractor Public Works

DdG:bbs CAGB

EXHIBIT 'A'

SCOPE OF WORK

The Grey Bears shall carry out the following activities:

I. SITE IMPROVEMENTS AND EQUIPMENT

- A. Obtain and Install Horizontal Baler 8z Wiring
 - 1. Grey Bears shall determine baler design and model.
 - 2. Grey Bears shall be responsible to maintain baler in good working condition throughout the term of this Agreement
- B. Install Pole Barn for Balers (Optional, as funding becomes available)
 - 1. Design shall be determined by Grey Bears and approved by County.
- C. Install Drainage and Paving for Baler Area
 - 1. Design shall be determined by Grey Bears and approved by County.
- D. Install Utilities
 - 1. Electrical service for balers & lighting
- E. Permits
 - 1. All improvements shall be made with appropriate local land use and building permits.

II. COMMERCIAL CARDBOARD COLLECTION SERVICES

A. <u>Continue to Provide Cardboard Collection For Businesses Located in Unincorporated County Jurisdiction and Scotts Valley</u>

For the term of this Agreement the Grey Bears shall continue to provide commercial cardboard collection services on a subscription basis to businesses located within the unincorporated county area and the city of Scotts Valley.

B. Expand Collection Service to WMSCC Customers When Equipment Is Available

Grey Bears agree to expand its commercial cardboard collection services on a subscription basis to additional businesses located within the unincorporated county area, including current cardboard collection customers of Waste Management of Santa Cruz County (as provided in the County Refuse and Recycling Collection Franchise Agreement with Waste Management), provided the Grey Bears are able to obtain appropriate collection bins and vehicles for such expanded service.

III. MULTI-MATERIAL DROP-OFF RECYCLING SERVICES

A. Continue to Provide Public Drop-off Recycle Services at Chanticleer Site

Grey Bears shall provide to the public drop-off recycling service for the same variety of materials that are collected through the County's curbside recycling program, operated by the County's franchised refuse collection service provider. The Grey Bears shall establish hours of operation and rules for materials acceptance in consultation with the County.

B. Accept Specified Materials

For the duration of this Agreement, the California Grey Bears shall accept the materials listed below, provided they are presented in a clean and separated manner.

- 1. Newspaper
- 2. Cardboard
- 3. Mixed Waste Paper (as defined in County Franchise Agreement)
- 4. Magazines
- 5. Old Telephone Directories
- 6. Aluminum cans, foil, pie plates
- 7. Tin and bi-metal cans
- 8. Glass bottles and jars
- 9. Rigid Plastic Containers, #1-#7
- 10. Milk and Juice cartons and aseptic packages

C. At the Grey Bears request, County will work with its Franchised Hauler to provide hauling and processing services for materials collected, provided Grey Bears meet agreed-on standards of cleanliness and separation. Cost for such hauling and processing shall be borne by Grey Bears, unless other arrangements are made by the Grey Bears with the Franchise Hauler.

IV. TERM

Term of this Agreement shall be through October 31, 2005

V. COMPENSATION

- A. County shall pay to the California Grey Bears a not-to-exceed amount of \$150,000.00 for capital equipment and site improvements (including design and permitting) identified in this Agreement.
- B. Compensation shall be on the basis of invoices submitted to Santa Cruz County Department of Public Works for capital equipment and site improvements obtained by the California Grey Bears as specified in this scope of work.
- C. In exchange for County funding for capital equipment and site improvements, Grey Bears agree to absorb all costs of accepting, handling and marketing the materials listed in Section III. above.
- D. Grey Bears shall identify to County the following costs:
 - 1. Total cost of site improvements and of capital equipment specified in this Scope of Work. Identify County share and matching funds from other sources.
 - 2. Annual costs for operation of programs identified in Sections II. and III., above.
- E. Should the Grey Bears cease operation of either the commercial cardboard collection or public drop-off center during the term of this agreement, Grey Bears shall repay to County within 12 months of such cessation of operation the pro-rated value of site improvements, calculated up to the date of cessation.



F. After the term of this Agreement, all assets acquired with moneys supplied therein by the County shall become the sole property of Grey Bears.

VI. LIEN

Contractor will grant County a UCC-1 lien on the baler described in paragraph I.A., above, of this Scope of Work for the term of this Agreement such that ownership of said baler would revert to the County upon Contractor's cessation of cardboard collection or bankruptcy. Said lien will be terminated three years after the date of filing the UCC-1.

VII. REPORTING

Grey Bears shall track the market value and processing cost for each individual material listed in Section III., above that it receives at Chanticleer Avenue, processes and markets, beginning 2 months after completion of the site improvements funded by this agreement; said numbers shall be reported to the County quarterly. Grey Bears and County shall mutually agree on methodology to identify market value and processing cost.

CERTIFICATE OF LIABILITY INSURANCE NO WC ... DATE (MM/DD/YY) ACORD 04/06/00 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ODUCER ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE The Wightman Agency HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR tlantic-Pacific Ins. Brokers ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. 353 Scotts Valley Dr. Ste. E COMPANIES AFFORDING COVERAGES 8 cotts Valley CA 95066 COMPANY lizabeth Wightman Credit General Indemnity Α one No. 831-438-2617 Fax No. 831-438-2698 COMPANY COMPANY California Grey Bears, Inc. С Lynda Francis 2710 Chanticleer Ave COMPANY Santa Cruz CA 95065 n **OVERAGES** 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. POLICY EFFECTIVE POLICY EXPIRATION

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	AUTOMOBILE LIABILIN				COMBINED SINGLE LIMIT	\$
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	HIRED AUTOS NON-OWNED AUTOS				BODILY INJURY (Par accident)	\$
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	OTHER ,					

ESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL CALIFORNIA OPERATIONS

CERTIFICATE HOLDER

cousAN3

DAN DE GRASS1
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPT.
701 OCEAN ST., RM 410
SANTA CRUZ CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL DAWS 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, IT? AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Elizabeth Wightman

" ACORD CORPORATION 198



Z	CERTIE	ICATE OF LIABII	LITY INS	URANC	=	0ATE (MM/0077) 8/11/99	
PRODUCER Bedell & Nelson/Harbert insurance Agency P.O. Box 631		HOLDER.	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.				
] } 	Santa Cruz. 83 1-427-2378	CA 95061-0631 Fax 459-9594			AFFORDING COVERA		
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