



JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

# County of Santa Cruz

0361

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(931) 454-2160 FAX (931) 454-2395 TDD (931) 454-2123

**AGENDA: APRIL 25, 2000**

April 13, 2000

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 Grants Program Procedures approved by your Board on June 3, 1997, the grant evaluation team has convened and rated two grant applications with qualifying scores.

The first qualifying application, from Rick's News, proposes to purchase equipment to improve the proposer's ability to collect recyclable materials from businesses and multi-family housing complexes in the south county where comprehensive commercial scale recycling options do not currently exist. Rick's would also be able to handle some new materials not presently collected for recycling, such as plastic packaging wrap used by businesses. The proposer would operate in a coordinated manner with Waste Management, the County's franchise garbage and recycling hauler, to reach clients who are in need of a commercial recycling program. The equipment to be purchased consists of a container carrier to be mounted on the chassis of a truck owned by the proposer. The carrier would allow metal collection bins up to 4 cubic yards in capacity to be placed and picked up, transported, and emptied by rotation into larger bins. The Waste Reduction Grant Evaluation Team qualified Rick's News' project for \$25,000 on June 2, 1999. Public Works' staff had discussions with the proposer on contract provisions over a period of several months in the process of reaching agreement on terms which would be acceptable to both parties.

The second qualifying application, from Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc., proposes to establish a computer reuse demonstration project at one of the proposer's retail stores in Santa Cruz County. Currently

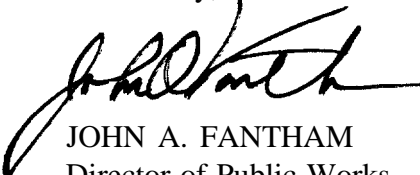
Goodwill Industries does not accept computer equipment, and this equipment is beginning to show up for disposal at the County landfill as older computers in homes and businesses (often still in working condition) are replaced. This grant would allow Goodwill Industries to begin accepting computer components at all of their donation sites in the county, test the equipment, and assemble complete working systems. Shoppers will be able to test the systems before purchasing them at reasonable prices. At the end of the year-long demonstration project Goodwill Industries will evaluate the project's viability in view of continuing it permanently. The Waste Reduction Grant Evaluation Team qualified Goodwill's project for \$5,740 on March 22, 2000.

According to the 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 \$30,740, and sufficient funds are available in the CSA 9-C Solid Waste Budget for this purpose.

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

1. Approve independent contractor agreements with Rick's News for purchase of recycling collection equipment for a not-to-exceed amount of \$25,000, and with Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc. for a computer reuse demonstration project for a not-to-exceed amount of \$5,740.
2. Authorize the Director of Public Works to sign the contracts on behalf of the County of Santa Cruz.

Yours truly,

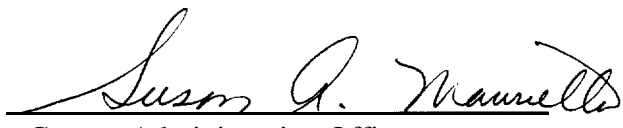


JOHN A. FANTHAM  
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



Susan A. Maunella  
County Administrative Officer

copy to: Public Works Department

WASB

# COUNTY OF SANTA CRUZ

## REQUEST FOR APPROVAL OF AGREEMENT

0363

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

FROM: PUBLIC WORKS (Dept.)  
[Signature] (Signature) 4-11-00 (Date)

The Board of Supervisors is hereby requested to approve the attach% agreement and author to the execution of the same.

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY, AND SAN LUIS OBISPO COUNTIES, INC  
and 350 Encinal Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide computer reuse demonstration project
- The agreement is needed because the work can be done most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2000
- Anticipated cost is \$ 5,740 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$5,740; 7% Overhead \$401.80; Total \$6,141.80
- Appropriations are budgeted in ! 51058 ! 3665 ! 625110 (Index#)(Subobject)

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

Appropriations are available and are not encumbered. Contract No. C092077 Date 4/12/00

GARY A. KNUTSON, Auditor, Controller

By Ronald J. Silva - Deputy.

JS:bbs

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: [Signature] County Administrative Officer  
By [Signature] Date 4/17/00

Agreement approved as to form. Date \_\_\_\_\_

### 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 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of April, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GOODWILL INDUSTRIES OF SANTA CRUZ, MONTEREY AND SAN LUIS OBISPO COUNTIES, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct computer reuse demonstration 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 \$5,740, in a manner described in Scope of Work.

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

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

5. INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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

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equivalent to that required of CONTRACTOR in this Agreement, unless ~~CONTRACTOR~~ and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Tvoes of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

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

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

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

(3) All required insurance policies shall be endorsed to contain the, 366  
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  
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 GRASSI  
COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPARTMENT  
70 1 OCEAN STREET, ROOM 4 10  
SANTA CRUZ, CA 95060

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

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

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

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

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action  
Office information and reports in the prescribed reporting format (PER 4012) identifying the

sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following. o368

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: \_\_\_\_\_  
JOHN A. FANTHAM

CONTRACTOR  
GOODWILL INDUSTRIES OF  
SANTA CRUZ, MONTEREY AND  
SAN LUIS OBISPO COUNTIES, INC.

By: Michael Paul

Address: 350 Encinal Street  
Santa Cruz, CA 95060

Telephone: (831) 423-8611

FAX: 831-423-8968  
E-MAIL \_\_\_\_\_

APPROVED AS TO FORM:

By: Samuel Tan 4/12/00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:bbs  
GIOB



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

### SCOPE OF WORK

Waste Reduction Grants Program

Project: Computer Reuse Demonstration Project

Contractor: Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, Inc.

1. Contractor will conduct the Computer Reuse Demonstration Project. Specific work tasks will include the following:
  - A. Collect computer equipment donations at all of Contractor's attended donation sites in Santa Cruz County.
  - B. Create a mini processing center for computers within one of Contractor's retail stores in Santa Cruz County.
  - C. Assess functionality of donated computer equipment, assemble working equipment into complete computer systems including computer, monitor, keyboard and mouse, and offer assembled systems for sale in Contractor's retail stores.
  - D. Dispose of non-saleable computer equipment items through recycling to the greatest feasible extent.
  - E. Prepare a final project report detailing work accomplished, accounting for total project revenues and expenses, and assessing the economic viability of continuing the program as part of Contractor's daily operations.
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 for processing computers will be reimbursed at the rate of \$13.75 per hour for wages, benefits and administrative overhead, with submission of time logs.
  - B. Materials and other expenses will be reimbursed at cost, with submission of itemized receipts.
  - 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.

## BUDGET

## COMPUTER REUSE DEMONSTRATION PROJECT

CATEGORY	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
<b>EXPENSES:</b>													
<b>WAGES</b>	433	433	433	433	433	433	433	433	433	433	433	433	5,196
INDIR.ADMIN	43	43	43	43	43	43	43	43	43	43	43	43	516
<b>HOUSING &amp; OCCUP</b>	225	225	225	225	225	225	225	225	225	225	225	225	2,700
UTIL.& MAINT	30	30	30	30	30	30	30	30	30	30	30	30	360
<b>EQUIP &amp; FIXTURES</b>	1,000												1,000
<b>TOOLS</b>	200												200
<b>TRAINING</b>	300												300
<b>SHIPPING &amp; HANDL</b>	200	200	200	200	200	200	200	200	200	200	200	200	2,400
<b>RECYCLING</b>	45	45	45	45	45	45	45	45	45	45	45	45	540
<b>DISPOSAL</b>	90	90	90	90	90	90	90	90	90	90	90	90	1,080
<b>TOTAL</b>	2,566	1,066	1,066	1,066	1,066	1,066	1,066	1,066	1,066	1,066	1,066	1,066	14,292
<b>REVENUE</b>													
<b>COMP. SALES</b>		600	600	700	850	850	850	850	800	800	800	800	8,500

## Budget Explanation

(Though the budget is constructed on a January- December calendar, the intent is to operate this demonstration project for one year from whatever time it is initially funded.)

Expenses:

Wages: Is figured on eight hours per week at \$12.50 an hour.

Indirect Administration: Is based on 10% of wages.

Housing & Occupancy : Is based on 300 square feet of warehouse space at .75 cents per square foot.

Utilities and Maintenance: Is based on .10 cents per square foot.

Equipment and Fixtures: Is a one time cost to set up the workstation.

Tools: Is a one time cost to purchase a set of computer equipment repair tools.

Shipping and Handling: Is an estimate of the cost to collect, sort and transport computer equipment to the site of the demonstration project.

Recycling: Is the estimate of expense to source separate the metal boxes housing the computers and shipping them to the a metal recycler.

Disposal: Is the estimate of expense in transporting non-saleable, non-recyclable computer equipment to the landfill.

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<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		CSR PH GWSAN-4	DATE (MM/DD/YY) 04/11/00
<b>PRODUCER</b>  Heffernan Petersen Ins Brokers 1981 North Broadway, Suite 215 Walnut Creek CA 94596 Phone: 925-934-8500 Fax: 925-934-8278		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.	
<b>INSURED</b>  Goodwill Ind. of Santa Cruz, Monterey & San Luis Obispo et. 350 Encinal St. Santa Cruz CA 95060		INSURERS AFFORDING COVERAGE	
		INSURER A Fireman's Fund	
		INSURER B American Int'l Underwriters	
		INSURER C St. Paul Fire and Marine	
		INSURER D	
		INSURER E	

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	MZG80742935	09/09/99	09/09/00	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 1000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUP				MED EXP (Any one person) \$ 10000
	<input checked="" type="checkbox"/> Professional E&O				PERSONAL & ADJ INJURY \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	<b>AUTOMOBILE LIABILITY</b>	MZA80200858	09/09/99	09/09/00	COMBINED SINGLE LIMIT (EA accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per occurrence) \$
	<input type="checkbox"/> HIRE AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<b>DAMAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY AGG \$
B	<b>EXCESS LIABILITY</b>	BE7017543	01/01/00	01/01/01	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$ 75,000,000
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	WVA9401057	06/01/99	06/01/00	<input checked="" type="checkbox"/> W/D STATUS TORY LIMITS <input type="checkbox"/> OTH ER
					EL EACH ACCIDENT \$ 1000000
					EL DISEASE - EA EMPLOYEE \$ 1000000
	<b>OTHER</b>				EL DISEASE - POLICY LIMIT \$ 1000000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

The County of Santa Cruz, its officials, employees, agents, and volunteers are included as additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the Certificate Holder in respects to General Liability.

<b>CERTIFICATE HOLDER</b>  County of Santa Cruz Public Works Department Dan De Grassi 701 Ocean Street, #410 Santa Cruz CA 95060	Y	<b>ADDITIONAL INSURED/INSURER LETTER:</b> A  COUNT23	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0372

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

FROM:

PUBLIC WORKS (Dept.)

(Signature)

4-11-00 (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 RICK'S NEWS, P. O. BOX 711, FREEDOM, CA 95019 (Name & Address)
2. The agreement will provide equipment purchase and recycling services
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 \$ 25,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$25,000; 7% Overhead \$1,750; Total \$26,750
7. Appropriations are budgeted in ! 51058 ! 3665 ! 625110 (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered: t N o CO 92078 Date 4/12/00  
are not will be

GARY A. KNUTSON, Auditor-Controller

By Ronald J. Silver Deputy.

JS:bbs

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

Public Works (Agency).

County Administrative Officer

Remarks:

(Analyst)

BY

Date

4/17/00

Agreement approved as to form. Date \_\_\_\_\_

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

By \_\_\_\_\_ Deputy Clerk

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FORM 25 (6/95)

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of April, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and RICK'S NEWS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: To purchase equipment and provide recycling services, as described in Attachment No. 1, Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$25,000.00, in a manner described in Attachment No. 1, Scope of Work.

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

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

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

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

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor

equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

0374

(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 JB.

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

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

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

B. Other Insurance Provisions

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

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

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

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

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: DAN DE GRASSI  
COUNTY OF SANTA CRUZ 0375  
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. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

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

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

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

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 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 CONTRACTORS non-compliance with the 0376 non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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



11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without 0 3 7 7 the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years **after** final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. This Agreement includes the following attachments:  
Attachment 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

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

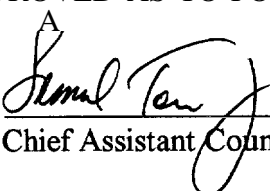
CONTRACTOR  
RICK 'NEWS

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

Address: P. O. Box 711  
Freedom, CA 950 19-07 11

Telephone: (83 1) 728-5915

APPROVED AS TO FORM:

By:  4/12/00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:bbs

RNB

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

SCOPE OF WORK ATTACHMENT 1

Waste Reduction Grants Program

Project: Rick's News Truck Carrier

Contractor: Rick's News

1. Workplan. The purpose of this grant is to provide for equipment necessary to facilitate Contractor's operation of recycling drop-off and collection opportunities in Santa Cruz County. In furtherance of this purpose, Contractor will perform the following tasks:

A. Contractor will research and purchase a container carrier, suitable for mounting on a 1-ton or greater capacity truck chassis, with the capability to move and service collection bins of a capacity in the range of 1 to 4 cubic yards. Equipment to be purchased will be the following, or an equivalent approved by the County:

NORCAL container carrier with 5,000 lb. capacity fork lift mast and 6,000 lb. capacity rotator.

B. Contractor will provide an appropriate vehicle and any additional labor and services necessary to mount the container carrier on Contractor's vehicle and make the vehicle roadworthy.

C. Contractor will place the vehicle mounted with the container carrier in service in the collection of recyclable materials in Santa Cruz County.

D. Contractor's maintenance and use for recycling collection of the container carrier for three years from the date it was placed in service will signal the completion of this Agreement.

E. Contractor will repair and retrofit collection bins which it owns for use with the container carrier equipment.

2. Records and Reporting.

A. Contractor will negotiate a written agreement with Waste Management, subject to County approval, which specifies services to be exchanged and any floor prices to be paid or processing costs to be charged for materials collected with the use of grant funded equipment during the term of this Agreement.

B. Contractor will provide letters of interest from the appropriate site authority for operation of at least two rural drop-off sites to be serviced by the container carrier equipment.

C. Contractor will negotiate written agreements, subject to County approval, for



operation of any rural drop-off sites to be serviced by the container carrier equipment. Each such agreement will specify a term and renewal options.

D. In the event that Contractor intends to establish transfer sites where drop boxes are to be located for the purpose of aggregating recyclable materials collected with the container carrier equipment, Contractor will supply evidence of the property owner's permission and length of time such permission will be honored. All such transfer sites will be subject to County approval.

E. Contractor will keep records, by material type, of the source and disposition of all materials handled with the use of the container carrier equipment purchased pursuant to this Agreement. Contractor will submit to the County, on a quarterly basis during the term of this Agreement, reports of materials handled. Materials quantities will be reported by weight. Contractor will identify which quantities reported are scale weights and which are estimates, and will include justification for any such weight estimates.

3. Lien. Contractor will grant the County a UCC-1 lien on the container carrier described in paragraph 1 .A. above of this Scope of Work 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.

4. Early Termination. Contractor will have the first right of refusal to purchase from the County the container carrier described in 1 .A. above in the event of early termination of this Agreement for any reason. Purchase price will be calculated as the County's contribution to the original purchase price of the container carrier pro-rated over a three year term from the date it was placed in service.

5. Compensation. 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, for the expenses listed below and others approved in advance by County, except that no payment will be made to Contractor prior to satisfactory completion of the following provisions of this Scope of Work: 1.A., 1.B., 1.C., 2.A., 2.B., and 3.

A. Purchase of container carrier and included installation services.

B. Actual cost of parts, materials, and services utilized for any necessary repairs, modifications, or maintenance performed on collection bins owned by Contractor.

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

OP ID VP  
RICKS-1

DATE (MM/DD/YY)

10/13/99

PRODUCER

Clifford & Bradford - Ventura  
1515 20th Street  
Bakersfield CA 93301  
Phone: 805-654-7940 Fax: 805-687-3385

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.

INSURERS AFFORDING COVERAGE

INSURED

Rick's News  
Jim Bacon  
P.O. Box 711  
Freedom CA 95019

INSURER A: Valley Insurance Co.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

OCT 18 1999

SANTA CRUZ, CA

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	4102CP01739604	10/03/99	10/03/00	EACH OCCURRENCE \$ 1000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5000
					PERSONAL & ADV INJURY \$ 1000000
					GENERAL AGGREGATE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$ 1000000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	4102CP01739604	10/03/99	10/03/00	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS- TORY LIMITS OTH- ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDED AS 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. • 10 days notice will apply in the event of nonpayment of premium

CERTIFICATE HOLDER

[Y] ADDITIONAL INSURED; INSURER LETTER: A

CANCELLATION

SANTACR

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

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

Stephen J. Homer

ACORD 25-1 (7/97)

ACORD CORPORATION 1988

48

POLICY NUMBER: 4102CP01739604

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

## SCHEDULE

**Name of person or Organization:**

**The County of Santa Cruz, its officials, employees, agents and volunteers  
Public Works Dept  
701 Ocean St, Room 410  
Santa Cruz, CA 95060**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.