



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

### AGENDA: AUGUST 1, 2000

July 26, 2000

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

#### SUBJECT: WASTE DIVERSION PROGRAMS

#### Members of the Board:

On June 13, 2000, your Board accepted a report from Public Works on a recently completed solid waste diversion study, which included a number of recommendations to increase diversion activities for the unincorporated county. One of the recommended action areas was that of food waste, both residential and commercial, since this material makes up a large and heavy portion of the waste stream still being disposed. On May 23, 2000, your Board authorized the submittal of a grant proposal to the California Integrated Waste Management Board to demonstrate methods of food waste recycling in high visibility locations. On June 22, 2000, the County was awarded a grant contract by the Waste Management Board for the project (see attached Standard Agreement), and a resolution accepting unanticipated revenue for this project funding is attached to this letter.

The project includes Grey Bears' acquisition and operation of an in-vessel composting system for the food residue generated from their Seniors Food Redistribution Program at its Chanticleer Avenue site and a concurrent public outreach effort conducted by a local solid waste consultant, Organic Recyclers Anonymous (ORA). Included with this letter for your Board's consideration is an independent contractor agreement with the California Grey Bears in the amount of \$19,877.00 (the grant amount), which is intended to pay for its acquisition and installation of the composting units and to purchase biodegradable tableware for use at the Grey Bears Holiday Dinner. In exchange for the composting units, the Grey Bears will provide labor and materials for operation of the units, and make the site available to, and participate in, public outreach activities. The purpose of the above demonstration project is to serve as a model for food generating businesses and institutions throughout the county, and as such, documenting the project performance and outreach to these sectors of the community will make up a substantial portion of the project activity.

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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This work would be carried out by **ORA**, under contract with the County, as part of the grant's local match requirement. In addition to the Grey Bears project, Public Works has drafted a comprehensive one-year work plan for food waste diversion activities in the unincorporated county that we are recommending be conducted by **ORA**.

**ORA** is a Santa Cruz based business that has developed and assisted with implementing many food waste and home composting diversion programs throughout Santa Cruz County. **ORA** has assisted the cities of Santa Cruz and Watsonville with home composting and vermicomposting programs and was previously awarded two waste reduction grants from the County to set up a commercial food waste exchange network that has been very successful. Based on **ORA's** experience, knowledge and familiarity with the local food waste generating businesses, we are recommending **ORA** continue as the County's consultant in implementing these additional food waste diversion programs to help meet our 50 percent waste diversion mandate under AB 939.

This work includes continuation and expansion of the ongoing residential home composting workshops (in coordination with Ecology Action), assistance to ongoing food composting activities in the local schools system, increased public information on home composting, vermicomposting (worm composting) and promotion of other food waste diversion options such as surplus food donations. A proposed contract and scope of work for **ORA** are also included with this letter for your Board's consideration. Funds for this waste reduction activity are available in the current year Public Works Solid Waste budget.

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

1. Adopt the attached Resolution Accepting Unanticipated Revenue from the California Integrated Waste Management Board for a food waste diversion demonstration project in the amount of **\$19,877.00**.
2. Approve the attached independent contractor agreement with the California Grey Bears in the amount of **\$19,877.00** for the acquisition and installation of two in-vessel composting units and authorize the acting Director of Public Works to sign the agreement.

## SANTA CRUZ COUNTY BOARD OF SUPERVISORS

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3. Approve the attached independent contractor agreement with Karin Grobe of Organic Recyclers Anonymous in the amount of \$61 ,000.00 for solid waste consulting services and authorize the acting Director of Public Works to sign the agreement.

Yours truly,



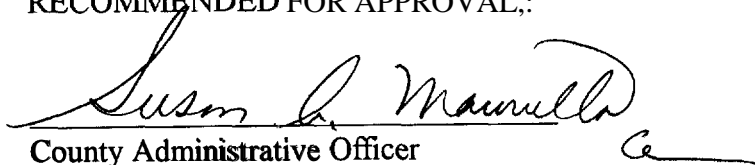
THOMAS L. BOLICH

Acting Director of Public Works

DDG:mg

Attachments

RECOMMENDED FOR APPROVAL,:



County Administrative Officer

copy to: Public Works

## STANDARD AGREEMENT --

APPROVED BY THE  
ATTORNEY GENERAL

STD 2 (REV 4-91)

0294

COPY

CONTRACT NUMBER	AM. NO.
IWM-C9061A	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	
94-6000534	

THIS AGREEMENT, made and entered into this 21ST day of June, 2000,  
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	
Executive Director	California Integrated Waste Management Board	, hereafter called the State; and
CONTRACTOR'S NAME		
County of Santa Cruz, Department of Public Works		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State all services, materials, labor and equipment necessary to perform the work specified in the attached Scope of Work (Attachment A) and your Proposal as specifically incorporated and referenced herein (Attachment B). Performance of this Agreement shall be provided in accordance with said Scope of Work and the General Terms and Conditions contained herein.

For these services, the State agrees to compensate the Contractor at the rates established in the Budget (Attachment C). The maximum amount payable under this Agreement shall not exceed \$ 19,877.00. Payment will be made monthly in arrears of service upon receipt of invoices in triplicate from the Contractor, as specified in the conditions of the Budget (Attachment C).

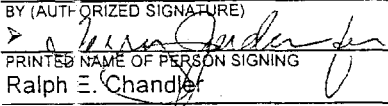
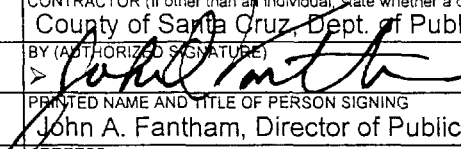
The State will withhold payment equal to ten (10) percent of each invoice until all work and other requirements are completed in accordance with this Agreement to the satisfaction of the State.

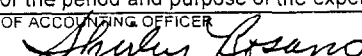
The term of this Agreement shall be for the period of approximately 12 months, commencing on June 26, 2000, or the date approved by Department of General Services, through June 15, 2001.

Chris Kinsella is designated as the Board's Contract Manager, The telephone number is: (916) 2552889.

Dan deGrassi is the designated Project Director on behalf of the Contractor. The telephone number is: (831) 454-3102.

The provisions on the reverse side hereof constitute a part of this Agreement.  
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY	California Integrated Waste Management Board	CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)	County of Santa Cruz, Dept. of Public Works
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	Ralph E. Chandler	PRINTED NAME AND TITLE OF PERSON SIGNING	John A. Fantham, Director of Public Works
TITLE	Executive Director	ADDRESS	701 Ocean Street, Rm. 410, Santa Cruz, CA 95060-4070

AMOUNT ENCUMBERED BY THIS	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		Department of General Services Use Only
DOCUMENT			RMDZ		
\$ 19,877.00	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
THIS CONTRACT	3910-001- <del>337</del> 281	50	1999	1999-00	
\$ -0-	OBJECT OF EXPENDITURE (CODE AND TITLE)				
TOTAL AMOUNT ENCUMBERED TO	21001/2100/332				
DATE					
\$ 19,877.00					
I HEREBY CERTIFY Upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		
			6-28-00		

☐ CONTRACTOR☐ STATE AGENCY☐ DEPT. OF GEN. SER.☐ CONTROLLER

36

RESOLUTION NO. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz, is a recipient of funds from the California Integrated Waste Management Board for a food waste diversion demonstration project ; and

WHEREAS, the County will receive funds in the amount of \$19,877.00, which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130 (c) /29064 (b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$19,877.00 into the Public Works Department

Index No. 625 110 Revenue Subobject No.0894

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJAJCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
			Food Waste	
625110	(51025)	3590	Diversion Program	\$19,877.00
*****				

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Thomas B. Glin  
Acting Department Head

Date July 18, 2000

AUD60.DOC/

Page 1 of 2

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0297

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

FROM: PUBLIC WORKS

(Signature) 7/17/00 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
CALIFORNIA GREY BEARS  
and, 2710 CHANTICLEER AVENUE, SANTA CRUZ, CA 95065 (Name & Address)
- The agreement will provide FOR ACQUISITION, INSTALLATION, AND OPERATION OF TWO IN-VESEL COMPOSTING  
KNITS FOR A FOOD WASTE RECYCLING DEMONSTRATION PROJECT.
- The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT.
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
- Anticipated cost is \$19,877.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks CONTRACT: \$19,877.00; OVERHEAD \$1,391.39; TOTAL \$21,268.39
- Appropriations are budgeted in 625110! 51025! 3665! (Index#) 3590 (Subject)

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

Appropriations are available and have been encumbered.  
are not will be

Contract No. CO 02185 Date 7/17/00

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the PUBLIC WORKS DIRECTOR (acting) to execute the same on behalf of the DEPARTMENT OF PUBLIC WORKS

(Agency).

Remarks:

(Analyst)

By

County Administrative Officer

Date 7/24/00

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

DDG:mg

Distribution:

Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green \*  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Orig noting 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 entered  
in the minutes of said Board on \_\_\_\_\_ County Administrator **36**

\_\_\_\_\_ 19 \_\_\_\_\_

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

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1st day of August 2000 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. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: FOOD WASTE COMPOSTING PILOT PROJECT AS DEFINED IN THE ATTACHED EXHIBIT "A," SCOPE OF WORK,

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: PAYMENT FOR SERVICES RENDERED PER SCHEDULE IN THE ATTACHED EXHIBIT "A" SCOPE OF WORK, NOT TO EXCEED \$19,877.00.

3. TERM. The term of this contract shall be: BOARD APPROVAL THROUGH JUNE 30, 2001.

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

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

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

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

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

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

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

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

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

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

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and



reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

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

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

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

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

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

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

DAN DE GRASSI  
DEPARTMENT OF PUBLIC WORKS  
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.

\*\*\*\*\*

0296

COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

//Not Recommended to Board

\*\*\*\*\*

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 0 day f \_\_\_\_\_, 2000, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS

\_\_\_\_\_  
Chairperson of the Board

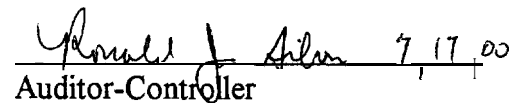
ATTEST: \_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

  
Chief Assistant County Counsel

APPROVED

AS TO ACCOUNTING DETAIL:

  
Auditor-Controller

Distribution: Auditor-Controller  
Public Works Department

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 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.

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:  
EXHIBIT "A" SCOPE OF WORK.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

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

CONTRACTOR  
CALIFORNIA GREY BEARS

By: Synda Menis

Address: 27 10 CHANTICLEER  
AVENUE  
SANTA CRUZ, CA 95060

Telephone: 479- 1055  
FAX: 479-8465  
E - MAIL [greybears@earthlink.net](mailto:greybears@earthlink.net)

APPROVED AS TO FORM:

By: D. McRae 7-17-00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

## EXHIBIT 'A'

## CALIFORNIA GREY BEARS FOOD WASTE COMPOSTING PROJECT

## SCOPE OF WORK

A. Acquire & Install Two Earth Tubs In-Vessel Composting Units

1. Purchase Earth Tubs and arrange for shipping
2. Hire electrical and plumbing contractors to make appropriate hook-ups
3. Obtain electrical and plumbing hookup permits from County. County will pay permit fees.
4. Provide forklift for off-loading and placing Earth Tubs.
5. Preparation of concrete pads for placement of Earth Tubs
6. Maintain site and equipment in good working order.

B. Operate Earth Tubs

1. Prepare and load residuals from Brown Bag program
2. Produce compost per standard Earth Tub methodology
3. Obtain, store and load bulking agent.
4. Maintain supportive utility services
5. Cure and screen compost as required.
6. With assistance from ORA and County, locate and arrange end users for finished compost.
7. Record operating data: waste volume (total, amounts loaded into ET, amounts to disposal), labor hours by task type, compost sales and other data as determined in consultation with County and Organic Recyclers Anonymous (ORA).

C. Conduct Biodegradable Tableware Demonstration

1. Acquire and use biodegradable tableware for Holiday Dinner
2. Collect tableware and dinner food residuals for composting
3. Compost the tableware and dinner food residuals and record the outcome

D. Participate in Project Outreach and Promotion

1. Host two outreach events to promote the project and Earth Tub
2. Allow site visits by interested parties arranged through ORA and with prior notification.
3. Provide ORA with information on California Grey Bear programs in general that can be incorporated into project outreach and promotion.
4. Include project information on Grey Bears website.

E. Participate in Project Evaluation

1. Provide ORA and County with periodic and end-of-project assessment of Earth Tub operation.
2. Immediately notify ORA and County of operating problems encountered.

3. Make solid waste disposal records available to ORA (both pre-project and during project).
4. Assist ORA in preparation of project evaluation.

## COMPENSATION

As compensation for performance of services identified in the Scope of Work, County will reimburse the California Grey Bears for the following expenses:

- A. Purchase of two Earth Tubs, including 1) compost cart, 2) single phase motors, 3) backup blower motors, and 4) shipping of equipment, not to exceed \$15,137.
- B. Biodegradable tableware not to exceed \$750.
- C. Electrical service work for Earth Tub installation not to exceed \$2290.
- D. Plumbing service work for Earth Tub installation not to exceed \$1500.
- E. Bulking agent holding box not to exceed \$200.

Total not to exceed payment to the Grey Bears shall be \$19,877.00.

Ownership of the two Earth Tubs and associated equipment will remain in the name of the California Grey Bears during and after the term of the contract.

36



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0308

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

FROM:

PUBLIC WORKS DEPARTMENT

(Dept.)

(Signature)

(Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
KARIN GROBE  
and 236 SHELDON AVENUE, SANTA CRUZ, CA 95060 (Name & Address)
- The agreement will provide SOLID WASTE CONSULTING SERVICES
- The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY BY CONTRACT
- Period of the agreement is from BOARD APPROVAL to JUNE 30, 2001
- Anticipated cost is \$ 61,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: CONTRACT: \$61,000.00; OVERHEAD \$4,270.00; TOTAL \$65,270.00
- Appropriations are budgeted in 625110! 51025! 36651 (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered.  
are not will be

Contract No. CO 02186

Date 7/17/00

GARY A. KNUTSON, Auditor - Controller

By

*Ronald J. Wilson*

Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the ACTING DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT

(Agency).

County Administrative Officer

Remarks:

(Analyst)

BY

*[Signature]*

Date

7/24/00

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

DFG:mg

Distribution:

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

To Orig. Dept. if rejected.

36

ADM - 29 (6/95)

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

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 1<sup>ST</sup> day of AUGUST, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and KARIN GROBE, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: SOLID WASTE CONSULTING SERVICES AS DEFINED IN EXHIBIT "A" SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: PAYMENTS FOR SERVICES RENDERED PER SCHEDULE IN ATTACHED SCOPE OF WORK, EXHIBIT "A" NOT TO EXCEED \$61,000.00

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL THROUGH JUNE 30, 2001.

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

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

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

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

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

coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

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

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

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

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

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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

SP ID LS  
CALIF-9

DATE (MM/DD/YY)  
06/30/00

PRODUCER  
The Wightman Agency  
Atlantic-Pacific Ins. Brokers  
5353 Scotts Valley Dr. Ste. E  
Scotts Valley CA 95066  
Phone: 831-438-2617 Fax: 831-438-2698

Ddg  
ACT  
CF

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  
  
California Grey Bears, Inc.  
Lynda Francis  
2710 Chanticleer Ave  
Santa Cruz CA 95065

INSURER A: United Pacific  
INSURER B:  
INSURER C:  
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	NPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS, COMP/OP AGG \$
	GE'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG				
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BND-CALGRE-WC00	07/01/00	07/01/01	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
	OTHER				

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

## CERTIFICATE HOLDER

N ADDITIONAL INSURED; INSURER LETTER:

## CANCELLATION

cousAN3

DAN DE GRASSI  
COUNTY OF SANTA CRUZ  
PUBLIC WORKS DEPT.  
701 OCEAN ST., RM 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.

Elizabeth Wightman, CIC, MBA

(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 DEGRASSI

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

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

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

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

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

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

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants

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

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or

permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

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

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

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

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

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

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

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

14. ATTACHMENTS. This Agreement includes the following attachments:  
EXHIBIT "A" SCOPE OF WORK.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR  
KARIN GROBE

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

By: Karin Grobe

Address: 236 SHELDON AVENUE  
SANTA CRUZ, CA 95060

Telephone: 427-3452

FAX: 427-3452

E-MAIL: karingrobe@earthlink.net

APPROVED AS TO FORM:

By: D. McRae 7-17-00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works



## Attachment A

AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

Subparagraph 6A(2) of Contract No. \_\_\_\_\_ dated AUGUST 1, 2000, by and between COUNTY OF SANTA CRUZ (hereinafter called COUNTY) and KARIN GROBE (hereinafter called CONTRACTOR) is amended to read as follows:

75 Reduction in Reuirements

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

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

KARIN GROBE

COUNTY OF SANTA CRUZ

Karin Grobe  
CONTRACTOR

BY \_\_\_\_\_

## Attachment B

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

Subparagraph 6A(3) of Contract No. \_\_\_\_\_, dated AUGUST 1, 2000, by and between County of Santa Cruz (hereinafter called COUNTY) and KARIN GROBE (hereinafter called CONTRACTOR) is amended to read as follows:

  /   1. Guest Sneaker Waiver

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

  /   2. Teacher, Instructor, Trainer Waiver

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

*Kg*   /   3. General No Risk Waiver

CONTRACTOR represents to COUNTY that it will accomplish the result required by this Agreement by manner and means which will expose no person to reasonably foreseeable risk of personal injury or property damage, namely as follows:  
MAJORITY OF WORK TO BE PERFORMED IN OFFICE, LIMITED FIELD  
WORK TO INCLUDE SITE VISITS AND INTERVIEWS.

In reliance thereon, COUNTY amends the Comprehensive or Commercial General Liability Insurance requirements of said Agreement by waiving same.

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

*Karin Grobe*  
CONTRACTOR

COUNTY OF SANTA CRUZ

BY \_\_\_\_\_

## Attachment C

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

INSURANCE REPRESENTATIONS BY CONTRACTOR

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

  /   Additional Insured [6B(2)]. CONTRACTOR represents that as to the following required insurance coverage(s): AUTOMOBILE LIABILITY INSURANCE it is unable to obtain an endorsement adding COUNTY as an additional insured pursuant to Subparagraph 6B(2). In reliance thereon, COUNTY hereby waives said requirement.

Kg Notice of Cancellation [6B(3)]. CONTRACTOR represents that as to the following required insurance coverage(s): AUTOMOBILE LIABILITY INSURANCE

it is unable to obtain an endorsement including a clause requiring prior notice of cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). CONTRACTOR hereby covenants and represents that it will notify COUNTY in writing at least thirty (30) days prior to cancellation of or reduction in coverage pursuant to Subparagraph 6B(3). In reliance thereon, and upon performance of said covenant, COUNTY hereby deems CONTRACTOR to be in compliance with Subparagraph 6B(3).

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

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

KARIN GROBE

Karin Grobe  
CONTRACTOR

COUNTY OF SANTA CRUZ

By \_\_\_\_\_

## EXHIBIT 'A'

FOOD WASTE DIVERSION  
SCOPE OF WORKI. COMMERCIAL DIVERSIONA. GREY BEARS DEMONSTRATION PROJECT **590 hrs**

1. Assist/advise with set-up and operation
2. Monitor performance, data collection & analysis
3. Outreach and promotion
4. Project evaluation and reports

B. BUSINESS TECHNICAL ASSISTANCE **160 hrs**

1. General diversion promotion
  - a. Design and conduct public information program
2. Diversion technical assistance
  - a. Assist/advise business with food waste diversion actions  
(e.g., worm bins, surplus food networks, Earth Tubs, etc.)

II. RESIDENTIAL HOME COMPOSTINGA. WORKSHOPS **125 hrs**

1. Manage home composting program for EA
  - a. In consultation with EA, evaluate workshop format, scheduling & make recommendations to County
  - b. Coordinate workshop scheduling, presentations, content
2. Evaluate Master composter training options
  - a. Make recommendations to County & implement as directed

B. TECHNICAL ASSISTANCE AND OUTREACH **125 hrs**

1. Design and conduct public information
  - a. Coordinate Ecology Action workshop promotion
  - b. Evaluate Ecology Action Rotline and composting brochures and make recommendations to County
2. Landscapers outreach
3. Respond to survey issues
4. Develop and conduct house call program

III. VERMICOMPOSTINGA. SCHOOLS RESOURCE CONSERVATION PROGRAM **125 hrs**

1. Assist with existing bins
  - a. evaluate performance; make recommendations to Co & PSRCP
2. Identify potential for increased bins (classroom & large)

- a. make recommendations to Co & PSRCP
- 3. Coordinate and assist with installation & monitoring of new bins
- B. TECHNICAL ASSISTANCE AND OUTREACH      125 hrs**
  - 1. Design and conduct public information program as directed
    - a. develop proposal for annual promotion program using various local media
    - b. identify cost of video production; make recommendations
    - c. evaluate options for local vermicomposting resource center w/ publications, accessories, potential for subsidized worm bin sales; make recommendations to County
  - 2. Evaluate potential/assist with development of worm growing operation
    - a. explore options for local worm farming operation
    - b. assist with start-up and promotion with County pre-approval
    - c. facilitate coordination with other local vermicomposting resource centers

#### IV. REPORTING TO COUNTY

- A. With invoices, document hours per task, results of work, recommendations for program modifications or adjustments.

TOTAL LABOR	(1250 hrs @ 40/hr)	\$50,000
DIRECT EXPENSES		not to exceed <u>\$11,000</u>
(including materials, services, bin subsidies)		\$61,000

Hours may be reassigned among tasks only with prior approval of County. Additional or substitute projects may be requested (e.g., information displays at Farmers' Markets) depending on outcome of initial evaluation of needs and eventual location of worm farming operation.

Materials and services will be reimbursed at cost plus 10% based on submission of itemized receipts. Eligible materials costs will include telephone, mileage (\$0.35 per mile), postage, film and developing, graphic arts, and other costs approved in advance by County.

The County will pay Contractor based on invoices submitted by Contractor which itemize hours expended per task plus material costs and services. Invoices may be submitted monthly.

Contractor shall submit to County for pre-approval copies of public information materials intended for publication as print or electronic advertising or brochures.



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

DECLARATIONS PAGE

0320

POLICY NUMBER V20 3415 F19-05H	Policy Period from JUN 07 2000 to DEC 19 2000	
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NAMED INSURED

00623 05-2262-338V  
HEINTZ, DAVID M AND  
GROBE, KARIN  
236 SHELDON AVE  
SANTA CRUZ CA 95060-2024

DO NOT PAY PREMIUMS SHOWN ON THIS PAGE.  
SEPARATE STATEMENT ENCLOSED IF AMOUNT DUE.

AGENT

RICH HAGAN  
845 CEDAR STREET  
SANTA CRUZ, CA 95060-3832



PHONE: (831)429-2700

YEAR	MAKE	MODEL	BODY STYLE	VEHICLE ID. NUMBER	CLASS
1993	TOYOTA	1/2 T	PICKUP	4TARN81AXPZ068547	6B3H0X12

SYMBOLS	COVERAGES	PREMIUMS
	See policy for coverage details.	1993 TOYOTA
A	Bodily Injury/Property Damage Liability	\$102.30
	Limits of Liability-Coverage A-Bodily Injury	
	Each Person, Each Accident	
	\$100,000 \$300,000	
	Limits of Liability-Coverage A-Property Damage	
	Each Accident	
	\$100,000	
C	Medical Payments	\$12.58
	Limit of Liability-Coverage C	
	Each Person	
	\$5,000	
D	Comprehensive	\$20.29
H	Emergency Road Service	\$4.27
U	Uninsured Motor Vehicle	\$12.95
	Limits of Liability-U	
	Each Person, Each Accident	
	\$100,000 \$300,000	
U1	Uninsured Motor Vehicle Property Damage	\$6.15
	Additional Use of Non-Owned Car Coverage	
	BIPD Liability	\$5.29
	Medical Payments	\$1.02

Total premium for this policy period \$164.85 This is not a bill.

IMPORTANT MESSAGES

Your policy consists of this declarations page, the policy booklet - form 9805.5, and any endorsements that apply, including those issued to you with any subsequent renewal notice.

Replace policy number V203415-05G.

Your total current 6 month premium for JUN 19 2000 to DEC 19 2000 is \$154.34.

EXCEPTIONS AND ENDORSEMENTS (See individual endorsement for details.)

01 6023E.5 ADDITIONAL INSURED-THE COUNTY OF SANTA CRUZ DAN DE GRASS1 DEPT  
OF PUBLIC WORKS 701 OCEAN ST RM 410 SANTA CRUZ CA 95060-4013.  
02 6023E.5 ADDITIONAL INSURED-CITY OF SAN JOSE ENVIRONMENTAL SERVICES  
ATTN: MICHELE YOUNG 777 NORTH FIRST ST STE 450, SAN JOSE CA 95112-6340.  
6037E.11 CERTIFICATE OF INSURANCE-30 DAYS-ATTN NANCY GRAY CITY OF  
WATSONVILLE PO BOX 50000 WATSONVILLE CA 95077-5000.  
6082AG.1 AMENDATORY ENDORSEMENT: CHANGES-DEFINED WORDS, FINANCED  
VEHICLES\* INSURED'S DUTIES, COVERAGES AND CONDITIONS.  
6091J CERTIFICATE OF GUARANTEED RENEWAL.  
6049NN USE OF NONOWNED CARS-LIABILITY COVERAGES DAVID HEINTZ.

36

Agent: RICH HAGAN

Telephone: (831)429-2700

Prepared JUN 09 2000

2262-146