



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070  
 (831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH  
 DIRECTOR OF PUBLIC WORKS

AGENDA: SEPTEMBER 12, 2000

September 12, 2000

### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
 Santa Cruz, California 95060

SUBJECT: RECYCLING OUTREACH AT MULTI-FAMILY HOUSING

Members of the Board:

On August 15, 2000, your Board considered an independent contractor agreement with Paul Howard to undertake intensive outreach and education as a pilot project at multi-family housing complexes in the unincorporated county. This correspondence described the need for focused outreach to reverse the widespread underutilization of offered recycling opportunities at many of these complexes. Your Board asked Public Works to return on this date with revisions to the contract Scope of Work, clarifying goals, objectives and time lines. In addition, your Board requested a report back on the recycling services available to multi-family housing facilities through Waste Management.

A contract with a revised Scope of Work is attached for your review. A more detailed discussion of goals and objectives has been added to the Scope of Work, including a target number of housing complexes to be affected by the work and specific time lines for each task.

The following summary outlines the current Waste Management services for multi-family housing facilities. Recycling collection service is available to these housing complexes under the County's franchise agreement with Waste Management. Recycling service is typically provided with 64-gallon plastic wheeled carts. Your Board's comments were correct that some shortage of recycling service occurred at franchise start-up in late 1997. However, on April 14, 1998, your Board approved an amendment to the franchise agreement expanding the level of recycling services available to multi-family housing facilities. Multi-family customers receiving garbage service provided with one-yard or larger bins may now request up to four recycling carts per garbage bin at multi-family residential locations at no additional charge. This expanded level of recycling service has yielded improvements in recycling levels and participation for the limited number of housing complexes that staff has assisted to date. However, due to the high level of resident turnover at multi-family facilities, more frequent and repetitive contacts with facility recycling liaisons, managers or owners is necessary to sustain higher levels of recycling participation and continuing education.

Public Works will examine the results of the pilot project to determine if this area of work would benefit from increased attention and what level of staffing might be desirable as an ongoing part of the Solid Waste and Recycling section's work plan. These results will be presented to your Board on March 20, 2001.

Cost for the proposed project is \$8,800, 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 an independent contractor agreement with Paul Howard to conduct multi-family housing recycling assistance for a not-to-exceed amount of \$8,800.
2. Authorize the Director of Public Works to sign the contract on behalf of the County of Santa Cruz.
3. Direct Public Works to report back on March 20, 2001, with results of the multi-family outreach pilot program.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Paul Howard  
Public Works Department

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 12th day of September, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and PAUL HOWARD, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct recycling outreach at multi-family housing as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Shall not exceed \$8,800.00

3. TERM. The term of this contract shall be: execution 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 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 \_\_\_\_/\_\_\_\_. 0460

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 PQ.

(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

**49** 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  
 701 OCEAN STREET, ROOM 410  
 SANTA CRUZ, CA 95060

0461

(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.

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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.

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11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY. 0463

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 A, B, & C, and 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  
PAUL HOWARD

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

By: W. P. Howard

Address: 2320 Melanie Place  
Santa Cruz, CA 95062

Telephone: (83 1) 476-9650  
FAX:  
E-MAIL: phoward@cruzio .com

APPROVED AS TO FORM:

By: [Signature] 8/13/00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:bbs

PAUB

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AMENDMENT OF AUTOMOBILE LIABILITY INSURANCE REQUIREMENT

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

Reduction in Requirements

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 8/15/00.

COUNTY OF SANTA CRUZ

W.P.H.A.  
PAUL HOWARD

By B.H.J.

AMENDMENT OF COMPREHENSIVE OR COMMERCIAL  
GENERAL LIABILITY INSURANCE REQUIREMENT

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

1. Guest Speaker 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.

*P. Howard*

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 includes 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 \_\_\_\_\_

*W. P. Howard*  
PAUL HOWARD

COUNTY OF SANTA CRUZ

By *B. N. J.*

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.

*ph* ~~WPH~~ 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.

*ph* ~~WPH~~ 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).

*ph* ~~WPH~~ 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 \_\_\_\_\_

*W.P.H.*  
\_\_\_\_\_  
PAUL HOWARD

COUNTY OF SANTA CRUZ

By *B.A.J.*  
\_\_\_\_\_

JS:bbs

**49**  
PUB

**SCOPE OF WORK**  
F/Y 2000/2001

CONTRACTOR: **PAUL HOWARD**  
PROGRAM: **RECYCLING OUTREACH PILOT PROJECT FOR MULTI-FAMILY HOUSING**

Under the direction of the County, Contractor will endeavor to increase the rate of recycling participation at multi-unit residential housing complexes in the unincorporated area of Santa Cruz County by performance of the following tasks:

TASKS/OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	OUTCOME/EVALUATION
<p>Assess the recycling potential at complexes where recycling is not currently in use or is not functioning effectively to divert the majority of recyclable materials.</p>	<ul style="list-style-type: none"> <li>● Visual characterization of waste disposed</li> <li>● Determination of collection container needs and volumes</li> <li>● Determination of potential locations for recycling containers and educational displays.</li> </ul>	<p>Ongoing thru 2/15/01</p>	<ul style="list-style-type: none"> <li>● Document all field visits and contacts with owners, managers, and residents at participating complexes.</li> <li>● Target fifty (50) multi-unit housing complexes</li> </ul>
<p>Promote participation in recycling as a means to provide service to residents, benefit the environment, and save money on disposal costs.</p>	<ul style="list-style-type: none"> <li>● Contact property owners and/or managers at subject complexes and offer County provided educational information</li> <li>● County to provide preliminary contact information and list of complexes to target.</li> <li>● Distribute promotional literature and post educational displays at each complex, as appropriate.</li> </ul>	<p>Ongoing thru 2/15/01</p>	<ul style="list-style-type: none"> <li>● Increased dissemination of recycling educational material and participation in curbside recycling</li> </ul>
<p>Assist the responsible party in establishing or adjusting collection services at complexes that are ready to improve recycling opportunities.</p>	<ul style="list-style-type: none"> <li>● Coordinate new or expanded services on behalf of each participating multi-family facility</li> </ul>	<p>Ongoing thru 2/15/01</p>	<ul style="list-style-type: none"> <li>● Report on number of new or expanded recycling services added at participating multi-family complexes</li> </ul>

TASKS/OBJECTIVES	IMPLEMENTATION ACTIVITIES	TIMELINE	OUTCOME/EVALUATION
Solicit and train volunteer resident "Block Leaders" or recycling contact persons at subject complexes, based on guidelines provided by County.	<ul style="list-style-type: none"> <li>Work with property owners/managers to designate an onsite "Block Leader(s)" for each complex to disseminate information and coordinate recycling services</li> </ul>	Due 2/15/01	<ul style="list-style-type: none"> <li>Establish a "Block Leader" contact list for all participating complexes</li> </ul>
Summary Report	<ul style="list-style-type: none"> <li>Prepare a summary report of work accomplished and changes in recycling effected at each subject complex, including all field notes</li> </ul>	Due 2/15/01	<ul style="list-style-type: none"> <li>Submit report to County</li> </ul>

For purposes of this Agreement, a multi-unit housing complex is defined as a group of five or more long-term occupancy residential units that share some common facilities including garbage and/or recycling collection facilities.

The date of completion of this Agreement shall be the earlier of achievement of the above tasks/objectives or February 15, 2001.

Payment Schedule: County will reimburse Contractor within the maximum amount of this Agreement for expenses in carrying out Scope of Work tasks including labor, travel, and other incidental expenses approved in advance by County.

- A. The County will pay Contractor based on invoices submitted by Contractor with progress reports. Invoices may be submitted semi-monthly.
- B. Labor documented with time logs will be reimbursed at a rate of seventeen dollars (\$17) per hour.
- C. Documented automobile travel expenses will be reimbursed at a rate of thirty one and one half cents (\$0.315) per mile.
- D. Other approved expenses(ie. duplication, postage,...) will be reimbursed at cost, with submission of itemized receipts.

# ACORD<sup>TM</sup> INSURANCE BINDER

DATE (MMDDYY)  
7/28/2000

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

PRODUCER <b>A N B INSURANCE AGENCY</b>  P.O. Box 1200  Santa Cruz CA 95061  CODE: _____ SUB CODE: _____ AGENCY CUSTOMER ID: <b>INSURED LAURIE &amp; WILLIAM HOWARD</b>  2320 MELANIE E'L. SANTA CRUZ, CA 95062	COMPANY CALIFORNIA AUTOMOBILE INSURANCE CO. BINDER # APO0010762  <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">EFFECTIVE</th> <th colspan="2">TIME</th> <th colspan="2">EXPIRATION</th> <th colspan="2">TIME</th> </tr> <tr> <td>DATE</td> <td></td> <td></td> <td></td> <td>DATE</td> <td></td> <td></td> <td></td> </tr> <tr> <td>7/21/2000</td> <td></td> <td>8:45</td> <td><input checked="" type="checkbox"/> AM <input type="checkbox"/> PM</td> <td>11/21/2000</td> <td></td> <td><input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON</td> <td></td> </tr> </table> THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:  DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)	EFFECTIVE		TIME		EXPIRATION		TIME		DATE				DATE				7/21/2000		8:45	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	11/21/2000		<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON	
EFFECTIVE		TIME		EXPIRATION		TIME																			
DATE				DATE																					
7/21/2000		8:45	<input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	11/21/2000		<input checked="" type="checkbox"/> 12:01 AM <input type="checkbox"/> NOON																			

**COVERAGES**

**LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTO MOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AU+OS <input checked="" type="checkbox"/> Private Passenger Automobile				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ 100,000 BODILY INJURY (Per accident) \$ 300,000 PROPERTY DAMAGE \$ 50,000 MEDICAL PAYMENTS \$ 2,000 PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$ 25,000 \$ 50,000
AUTO PHYSICAL DAMAGE DEDUCTIBLE <input type="checkbox"/> COLLISION: _____ <input type="checkbox"/> OTHER THAN COL: _____	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE STATED AMOUNT \$ OTHER
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
SPECIAL CONDITIONS/ OTHER CO&AGES				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

**NAME & ADDRESS**

MORTGAGEE LOSS PAYEE LOAN # AUTHORIZED REPRESENTATIVE	ADDITIONAL INSURED    <div style="text-align: right; font-size: 2em; font-weight: bold;">49</div>
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### CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

#### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

#### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

#### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

#### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

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RECEIVED  
SANTA CRUZ COUNTY  
CLERK  
AUG -3 AM 9:01

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0471

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

FROM:

PUBLIC WORKS (Dept.)

*[Signature]* (Signature) 8/2/00 (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 Paul Howard, 2320 Melanie Place, Santa Cruz, CA 95062 (Name & Address)

2. The agreement will provide multi-family residential recycling outreach

3. The agreement is needed, because the work can be handled most expeditiously by contract.

4. Period of the agreement is from Board Approval to June 30, 2001

5. Anticipated cost is \$ 8,800.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract \$8,800.00; 7% Overhead \$616.00; Total \$9,416.00

7. Appropriations are budgeted in 6 2 5 1 1 0 ! 5 1 0 2 3 ! 3 6 6 5 ! (Index#) 3590(Subobject)

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

Appropriations are available and have been encumbered. Contract No. C02213 Date 8/3/00  
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller

BY Ronald J. Simon Deputy

Proposal 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 Department of

Public Works (Agency).

Remarks: DM (Analyst)

By [Signature] County Administrative Officer Date 8/5/00

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

JS: obs

Distribution:  
Bc. of Supv. - White  
A. ditor-Controller - Blue  
County Counsel - Green \*  
Cc. Admin. Officer - Canary  
A. ditor-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

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