

D RECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060 (931) 4543160 FAX (931) 454-2385 TDD (931) 454-2123

AGENDA: FEBRUARY 27, 2001

February 14, 2001

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

SUBJECT: WASTE REDUCTION GRANT PROPOSAL

Members of the Board:

In accordance with the Waste Reduction Grants Program Procedures approved by your Board on June 3, 1997, the grant evaluation team has reviewed a grant application from True Colors Fabric Dyeing and recommends approval.

In 1996 your Board approved the Countywide Integrated Waste Management Plan that included a hierarchy of waste management practices. Source reduction and reuse are listed as the highest priority waste management practice in our county. True Color Fabric Dyeing, a local Santa Cruz area firm, proposes to conduct an outreach campaign to promote textile reuse and rehabilitation of old garments through dyeing. When old garments are revived by dyeing them to look like new, the wasting of valuable resources is averted, landfill space is saved, and businesses and individuals save money on new garment purchases.

The applicant, True Color Fabric Dyeing, is a woman-owned sole proprietorship that has operated in Santa Cruz County since 1994. Sherry Smilo initially ran the business out of her home in Ben Lomond, then moved to a small converted barn in Soquel for three years. The business has experienced slow but steady growth, as demonstrated by a customer list that has grown from 200 the first year to 4,000 today. Smilo does not dye fabric on her premises, but combines customers' orders into same-color batch jobs that she ships to commercial dyeing plants, thereby bringing professional dyeing into the financial reach of small volume customers. These large commercial dyeing facilities are capable of restoring old clothing to near new condition. The dyeing process for used clothing is the same as that for new garments. All dyeing facilities she utilizes are permitted and regulated by state and federal environmental agencies to assure the operations are in compliance with environmental protection laws.



True Color Dyeing's current location is in a storefront in downtown Santa Cruz, although her local clientele is fairly evenly split between residents of the city of Santa Cruz and the unincorporated county. The fact that more than 10 percent of her customers are **from** outside Santa Cruz County - from as far away as New York City and Miami, Florida - attests to the uniqueness of her business. True Color Fabric Dyeing's customer base has grown primarily by word-of-mouth referrals from satisfied customers, some of whom are regular patrons, bringing in uniforms year after year for stain removal and refurbishment by re-dyeing. Approximately 100 customers are larger volume accounts, such as businesses that **refurbish** linens or uniforms. Several of Smilo's customers are also used and vintage clothing outlets that utilize her services to dye old garments and improve resale value. The majority of her customers are individuals.

In addition to the direct diversion from local landfill of the more than six thousand pounds of textiles dyed annually by True Color Fabric Dyeing that would otherwise be discarded, fabric reuse - instead of replacement - reduces packaging waste of retail sales locally and reduces the need for agricultural pesticides, which are heavily applied to cotton crops. The promotion of fabric dyeing will provide a **further** benefit by raising general awareness of reuse as a viable option that can be transferred to other arenas with equally important environmental benefits.

The proposed outreach campaign will, for the first time, go beyond word-of-mouth, utilizing a brochure and targeted mailings to reach local institutions, schools, agencies, and the hospitality industry to promote this unique and, as yet, not well known or appreciated textile management option. The project will also provide some office equipment and materials needed to accommodate the expanded clientele expected as a result of the outreach.

On May 21, 1998, True Color Fabric Dyeing was the recipient of the Santa Cruz County Sustainable Quality Alliance's Sustainable Quality Award in the Small Business category for its promotion of fabric reuse and other environmental practices. The business' achievement was recognized by your Board's Proclamation and a California State Senate Certificate of Recognition, both of the same date. The business was also a 1999 winner in the California Integrated Waste Management Board's Waste Reduction Awards Program for improving the environment by reducing waste.

With this grant funding, True Color Fabric Dyeing anticipates an increase in business and the potential for adding staff. Ms. Smilo has initiated the process of making application to utilize the **CareerWorks** on the job training program or the **CalWorks** work experience program to fill any **future** staffing needs.

According to the Waste Reduction Grants Program Procedures, Public Works has negotiated a contract with the successful applicant. The contract is attached for your Board's approval. Total cost for the proposed project is \$5,380, and sufficient funds are available in the County Service Area 9C Solid Waste Budget for this purpose.

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

- 1. Approve the independent contractor agreement with True Color Fabric Dyeing for promotion of textile reuse for a not-to-exceed amount of \$5,380.
- Authorize the Director of Public Works to sign the agreement on behalf of the County of Santa Cruz.

Yours truly,

Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL,:

County Administrative Officer

Public Works copy to:

True Color Fabric Dyeing

COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

H

TO: Boar 1 of Supervisors FROM: UBLIC/WORKS DEPARTMENT County Administrative Officer County Counsel Auditor-Controller The Boar 1 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) TRUE COLOR FABRIC DYEING and 507CEDAR STREET, SANTA CRUZ, CA 95060 ___(Name & Address) TRUE COLOR FABRIC DYEING OUTREACH PROJECT 2. The agreement will provide _ 3. The agreement is needed BECAUSE THE WORK CAN BE HANDLED MOST EXPEDITIOUSLY BY CONTRACT. to ______to _____ 4. Period of the agreement is from BOARD APPROVAL. _____ (Fixed amount; Monthly rate; Not to exceed) 5. Anticipated cost is \$5.380.00 6. Remarks: <u>CONTRACT \$5,380.00; 7% OVERHEAD \$376.60; TOTAL</u> \$5,756.60 (Index#) 3590 (Subobject) 7. Appropriations are budgeted in 625110! 51058! 3665! NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74 Contract No. Co 02321 Date 12-18 Approprictions are not available and have been encumbered. GARY A. KNUTSON, Auditor - Controller W-9 Received Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PTJBLIC WORKS _____to execute the same on behalf of_theUBLIC WORKS DEPARTMENT — (Agency). County Administrative Officer Agreement approved as to form. Date JS:MG Distribution: Bd. of Supv. . White State of California Auditor-Controller - Blue Count) Counsel - domme . County of Santa Cruz Co. Admin. Officer - Canory - ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, Auditor-Controller - Pink State of California, do hereby certify that the foregoing request for approval of agreement was approved by Origin sting Dept. - Goldenrod said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered *To Orig, Dept. if rejected. in the minutes of said Board on County Administrative Officer ____ 19 ____ _ Deputy Clerk By -

A DM - 29 (6/95)

Contract	No
Commact	110.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27TH day of FEBRUARY, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and TRUE COLOR FABRIC DYEING hereinafter called CONTRACTOR. The parties agree as follows:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: CONDUCT TRUE COLOR FABRIC DYEING OUTREACH PROJECT, AS DESCRIBED IN SCOPE OF WORK.
- 2. <u>COMPENSATION.</u> In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$5,380 IN A MANNER DESCRIBED IN SCOPE OF WORK.
- 3. <u>TERM.</u> The term of this contract shall be: BOARD APPROVAL UNTIL COMPLETION.
- 4. <u>EARLY TERMINATION</u>. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.
- 5. <u>INDEMNIFICATION FOR DAMAGES. TAXES AND CONTRIBUTIONS.</u> CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:
- A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.
- B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).
- 6. <u>INSURANCE</u>. CONTRACTOR at its sole cost and expense, for the **full** term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of 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 <u>SPS</u>
- (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 GRASS1 COUNTY OF SANTA CRUZ 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 GRASS1 COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS 701 OCEAN STREET, ROOM 410 SANTA CRUZ, CA 95060

- 7. <u>EOUAL EMPLOYMENT OPPORTUNITY.</u> During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:
- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.
- B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:
- (1) The CONTRACTOR shall, in all solicitations- or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status,

pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

- (2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 40 12) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.
- (3) In the event of the 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. <u>INDEPENDENT CONTRACTOR STATUS</u>. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

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

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

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

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

- 9. <u>CONTRACTOR</u> represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.
- 10. <u>CONTRACTOR</u> is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.
- 11. <u>NONASSIGNMENT.</u> CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.
- 12. <u>RETENTION AND AUDIT OF RECORDS</u>. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,
- 13. <u>PRESENTATION OF CLAIMS.</u> Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.
- 14. <u>ACKNOWLEDGMENT.</u> CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided **funding** to the CONTRACTOR.
- 15. ATTACHMENTS. This Agreement includes the following attachments: SCOPE OF WORK.



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

COUNTY OF SANTA CRUZ

CONTRACTOR

TRUE COLOR FABRIC DYEING

By: ______
Director of Public Works

Address: 507 CEDAR STREET SANTA CRUZ, CA 95060

APPROVED AS TO FORM:

Telephone: (83 1) 479-8783

y: D./ Mae 12.15.00 Chief Assistant County Counsel

DISTRIBUTION:

Auditor-Controller

Contractor Public Works

JS:mg

DYM

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SCOPE OF WORK

Waste Reduction Grants Program

Project: True Color Fabric Dyeing Outreach Contractor: True Color Fabric Dyeing

- 1. Contractor will conduct the True Color Fabric Dyeing Outreach Project. Specific work tasks will include the following:
 - A. Provide a baseline report of product volume, measured in pounds of fabric dyed, at the beginning of the project period. The geographic distribution of customers will be tracked.
 - B. Produce a brochure in English and Spanish promoting the reduction of fabric waste and the opportunity for fabric dyeing.
 - C. Produce an outreach plan, detailing what audience will be targeted and how brochures will be distributed. This plan will direct at least 60% of the outreach effort to the unincorporated area of Santa Cruz County. The plan is subject to County approval before implementation.
 - D. Update and improve office procedures, supplies, and equipment as necessary to accommodate expected increase in sales due to the outreach efforts.
 - E. Prepare a final project report detailing work accomplished and assessing the results of the outreach efforts. The report will compare product volume and geographic distribution of customers before and after implementation of the outreach plan. The final report will be due six months after the outreach plan is initiated. Contractor may request a change of the due date for cause, which will not be unreasonably denied by County.
- 2. The County will reimburse Contractor within the maximum amount of this Agreement for expenses in carrying out project goals, with the following stipulations:
 - A. Materials, equipment, and services eligible for reimbursement include production of brochures, translation, postage, stationary, shipping labels, business cards, and a fabric scale, as detailed in the attached Budget, and other expenses approved in advance by County.
 - B. Attached budget is for planning purposes only. Funds may be shifted among budget categories by mutual consent of County and Contractor.
 - C. Approved expenses will be reimbursed at cost, with submission of itemized receipts.
 - D. Printed materials produced under this grant project will be printed on recycled paper.
 - E. Contractor will acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.
 - F. Twenty percent of total grant funding will be withheld until the final report is accepted by County.

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True Color Fabric Dyeing

Budget

<u>Item</u>	Description	Cost
Brochure Printing	5, 000 copies	2,000
Spanish Translation of Brochure	3 pages @ \$100/pg	300
Postage	5,000 stamps @ \$.33	1,650
Imprinted Letterhead	5,000, including typesetting	260
Matching Envelopes	5,000, including typesetting	265
Imprinted Shipping Labels	5,000, including typesetting	275
Business Cards	5,000, including typesetting	200
Scale	for weighing product	430

Total Budget \$5,380

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ACCOUNT R P 17 (07)

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901 CENTER STREET Santa Cruz CA 95060	ALIEN IIIE			
Phone: 831-423-1822 Fax:831-423-2462		INSURERS /	AFFORDING coverage	
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True Color Fabric Dyeing Sherry Smilo 507 Cedar Street	INSURER C.	, 		
Santa Cruz CA 95060	INSURER D		en a la company de la company	
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POLICY NUMBER:

01CE6190183

COMMERCIAL GENERAL LIABILITY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following;

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: COUNTY OF SANTA CRUZ, its officials, employees, agents and volunteers

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of you: operations or premises owned by or rented to you.

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