



# County of Santa Cruz

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## DEPARTMENT OF PUBLIC WORKS

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

**THOMAS L. BOLICH**  
 DIRECTOR OF PUBLIC WORKS

### AGENDA: JUNE 19, 2001

June 7, 2001

#### SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
 Santa Cruz, California 95060

#### SUBJECT: WASTE REDUCTION GRANT PROGRAM 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 convened twice in the last few months to rate several grant applications received over the past year. Out of three applications received, two were found to qualify for grants.

On January 29, 2001, the grant evaluation team gave a qualifying score to an application from the Life Lab Science Program to design and build The Rot Zone, a state-of-the-art compost demonstration facility to be constructed at the UCSC Farm and Garden. The Rot Zone would educate teachers, school groups, and the general public about the importance of waste reduction through composting. It would demonstrate a variety of composting methods so individuals can choose the most appropriate method for their sites. This facility would be an important training site for teachers participating in the county-wide Public Schools Resource Conservation Program (RCP). The RCP, which is supported by all local jurisdictions, maintains gardens with composting at dozens of elementary schools in the county. The Rot Zone would be a pivotal component of Life Lab's larger Garden Classroom, a two-acre model garden demonstration center at UCSC's organic farm. Life Lab has secured significant additional funding for staff salaries and infrastructure development for the Garden Classroom. The \$20,258 Rot Zone project would provide site preparation and walkway construction to Americans with Disability Act standards, construction of a variety of compost bins, work benches, a chicken coop, and interpretive panels. A variety of free workshops and tours hosted by the site would be promoted to both school teachers and residents of the unincorporated county.

On May 24, 2001, the grant evaluation team gave a qualifying score to an application from the California Grey Bears for a quality control project at their mid-county recycling center on Chanticleer Avenue. At the request of the Public Works Department, beginning this month the Grey Bears' recycling center began to accept a wider variety of recyclable materials to conform to

the array of acceptable materials in the County's curbside recycling program and at the Ben Lomond and Buena Vista disposal site recycling centers. As the Grey Bears' new acceptance policy becomes more widely known, the average daily traffic of 375 cars is expected to increase as more people bring more materials to their central county facility. A drop-off center without automated sorting equipment, such as used by curbside collectors, requires that materials such as mixed grades of paper and rigid plastic containers be carefully sorted into a number of distinct categories. Staffing at the site to educate the public, instruct in proper separation, and refuse non-recyclable items is essential to produce quality saleable materials for the scrap materials market. This \$13,104 project would provide start-up staffing for six months, during which time the enhanced income expected from the improved quality of source separated materials collected at the recycling center would allow continuation of the quality control monitor positions without the need for continued County funding.

According to the Waste Reduction Grants Program Procedures, Public Works has negotiated contract proposals with the two successful applicants. The contracts are attached for your Board's approval. Total cost for the proposed projects is \$33,362, and sufficient funds are available in the CSA 9C Solid Waste Budget for this purpose.

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

1. Approve an independent contractor agreement with Life Lab Science Program for design and construction of a model composting facility for a not-to-exceed amount of \$20,258.
2. Approve an independent contractor agreement with California Grey Bears for a recycling center quality control project for a not-to-exceed amount of \$13,104.
3. Authorize the Director of Public Works to sign the contracts on behalf of the County.

Yours truly,



THOMAS L. BOLICH  
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works  
Grey Bears  
Life Lab Science Program

wrgpm.wpd

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this JUNE, day of 1, by \_\_\_ and \_\_\_ between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and LIFE LAB SCIENCE PROGRAM, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO DEVELOP AND CONSTRUCT THE ROT ZONE, A MODEL COMPOST DEMONSTRATION FACILITY, AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$20,258, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM BOARD APPROVAL TO 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.

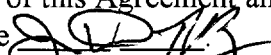
B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll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

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 deGRASSI  
 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 deGRASSI  
 COUNTY OF SANTA CRUZ 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 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. 0263

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. ACKNOWLEDGMENT. 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

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

CONTRACTOR  
LIFE LAB SCIENCE PROGRAM

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

Address: 1156 HIGH STREET  
SANTA CRUZ, CA 95064

Telephone: (831) 459-2001  
FAX: (831) 459-3483  
E-MAIL lifelab@zzyx.ucsc.edu

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:abc

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

### SCOPE OF WORK

Waste Reduction Grants Program

Project: Rot Zone

Contractor: Life Lab Science Program

1. Contractor will develop and construct the Rot Zone, a model compost demonstration facility, as part of Life Lab's Garden Classroom at the University of Santa Cruz Farm and Garden. Specific work tasks and their projected completion dates will include the following:
  - A. Design and construct a compost demonstration site. Activities may include clearing and grading of site, construction of ADA approved pathways, laying of water and electrical conduit, and construction of planter boxes. Completion date: 9/15/01.
  - B. Design, construct, and install interpretive panels at the site. Content of interpretive panels will be subject to approval by County before construction. Completion date: 10/1/01.
  - C. Construct and install at the site a chicken coop, chicken "tractor" (portable chicken pen), composting bench, 3-bin compost system, worm bins, and soil mixing box. Completion date: 4/1/02.
  - D. Acquire teacher's instructional materials for use in workshops. Specific materials will be subject to approval by County before purchase. Completion date: 5/1/02.
  - E. Prepare a schedule of workshops and tours to be held at the completed facility, and submit a promotional plan that targets residents of the unincorporated county. Completion date: 10/1/01.
  - F. Conduct at least one each of the following events: Teacher Composting Workshop, Student Tour, and Family Science Workshop. Completion date: 5/1/02.
  - G. Evaluate facility and exhibits with input from casual visitors to the site and participants at initial workshops described in E above. Completion date: 7/1/02.
  - H. Acknowledge support from the County Board of Supervisors in any publicity materials and displays produced with grant funds. Completion date: Ongoing through 7/1/02.
  - I. Prepare a final project report detailing work accomplished, accounting for total project expenses and revenues including grants, and evaluating the exhibits. Completion date: 7/1/02.



2. The County will reimburse Contractor within the maximum amount of this Agreement for labor and materials used in carrying out project goals, as detailed in the attached Budget, and other expenses approved in advance by County, with the following stipulations:

A. Contractor labor for site preparation, design, construction, and installation of components of the compost demonstration facility will be reimbursed at the rate of \$25 per hour for wages and benefits, with submission of time logs.

B. Materials and other expenses will be reimbursed at cost, with submission of itemized receipts.

C. Attached budget is for planning purposes only. Funds may be shifted among budget categories by mutual consent of County and Contractor.

D. Items listed in the attached Budget specifically excluded from reimbursement are "Paper Shredder" and "Indirect Fee (19%)."

E. Payment of each invoice will be contingent on Contractor's submission of a progress report describing satisfactory progress. Projected completion dates are for planning purposes and may be adjusted by mutual consent of County and Contractor.

**Life Lab's Garden Classroom**  
**The Rot Zone**  
**A Model for School & Community Compost Systems**  
 Santa Cruz County Public Works Department Waste Reduction Proposal  
 January - December 2001

Requested From: <b>Santa  Cruz  County</b>
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**Garden Construction & Equipment**

General Materials	1,950
Labor (160 hours x \$25/hr)	4,000
Electrical Outlets & Sink Plumbing	1,000
Chicken Coop	1,394
Trex Demonstration Compost Beds (6)	1,950
Three Bin Composting System	800
Large Worm Bins	500
Composting Bench	467
Paper Shedder	750
Wheelbarrows	450
Work Table and Benches	600

Subtotal	13,861
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**Teacher Materials**

Interpretive Panels	5,000
Teacher Materials Kits	700
Books/Videos for checkout library	350
Teacher's Guides	500
Instructional Materials	597

Subtotal	7,147
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**Indirect Fee (19%)**

3,992

(postage, print, phone, supplies, Executive Director, Receptionist)

<b>TOTAL</b>	<b>25,000</b>
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COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0267

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

FROM: PUBLIC WORKS DEPARTMENT

*[Handwritten Signature]*

(Signature) 6.6.01 (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)  
LIFE LAB SCIENCE PROGRAM  
and, 1156 HIGH STREET, SANTA CRUZ, CA 95064 (Name & Address)

2. The agreement will provide DEVELOPMENT AND CONSTRUCTION OF THE ROT ZONE MODEL COMPOST  
DEMONSTRATION FACILITY

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 UNTIL COMPLETION

5. Anticipated cost is ~~XXXX~~ \$20,258.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$20,258.00; 7% OVERHEAD \$1,418.06; TOTAL \$21,676.06

7. Appropriations are budgeted in 625110! 51058! 3665! (Index#) 3590 (Subobject)

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

Appropriations available and have been encumbered. act No. 02465 Date 6-11-01  
are not will be

GARY A. KNUTSON, Auditor - Controller

By *[Handwritten Signature]* Deputy.

JS:mg

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

Remarks: *[Handwritten Signature]* (Analyst)

By *[Handwritten Signature]* a t e 6/11

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

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

To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_ By ---- Deputy Clerk

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

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 19TH day of JUNE, 2001, 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: TO CONDUCT THE QUALITY CONTROL PROJECT, AS DESCRIBED IN SCOPE OF WORK.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$13,104, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM APPROVAL 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 \_\_\_\_/\_\_\_\_.

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 LEI/TBJ

(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.

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“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

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

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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.

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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.

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(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.

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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. ACKNOWLEDGMENT. 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  
CALIFORNIA GREY BEARS

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

By: Rynda Nancis

Address: 2710 CHANTICLEER AVENUE  
SANTA CRUZ, CA 95065

APPROVED AS TO FORM:

Telephone: (831) 479-1055

FAX: (831) 479-8465

E-MAIL greybears@earthlink.net

By: [Signature]  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:abc

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

### SCOPE OF WORK

Waste Reduction Grants Program  
 Project: Quality Control Project  
 Contractor: California Grey Bears

1. Contractor will conduct the Quality Control Project at its drop-off recycling facility at 2710 Chanticleer Avenue, Santa Cruz, in order to improve the quality and marketability of a wide variety of recyclable materials now accepted at the site. Specific work tasks will include the following:

A. Create a Quality Control Monitor position to interact with members of the public who use Contractor's drop-off recycling facility. The Quality Control Monitor will inform the public of the recycling center's materials acceptance and sorting guidelines, assist people in adhering to the guidelines, and perform related outreach functions.

B. Staff the Quality Control Monitor position daily during the recycling center's hours of operation for a period of six months. Actual daily schedule of the Quality Control Monitor position funded by County may be adjusted by mutual consent of County and Contractor. Future staffing costs for the Quality Control Monitor position after the six month period of County funding has ended will be borne by Contractor.

C. Acknowledge in all reports, literature, and press releases pertaining to Contractor's recycling operation that the Santa Cruz County Board of Supervisors has provided funding to the Contractor.

D. Report quantities of recyclable materials collected, by type, during the one year period preceding implementation of this Agreement. Contractor will continue to report quantities collected, on a monthly or quarterly basis, covering the entire period the Quality Control Monitor is employed with County funding. Reports will note any changes in quantities attributable to Quality Control Monitor activity.

2. The County will reimburse Contractor within the maximum amount of this Agreement for labor expenses in carrying out project goals, with the following stipulations:

A. Contractor labor will be reimbursed at the rate of \$12 per hour, which includes a wage of no less than \$10 per hour and an allowance of 20% for payroll taxes and Worker's Compensation insurance, with submission of time logs.

B. Ten percent (10%) of the total contract amount will be withheld until submission of reports of quantities of recyclable materials collected as specified in 1.D. above.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE

06/04/2001

PRODUCER  
**21**  
**EDELL & NELSON/HARBERT INS. A**  
**PO BOX 1295**  
**SANTA CRUZ, CA 95061**  
**TON SPENRACK**

INSURED  
**LIFE LAB SCIENCE PROGRAM**  
**UCSC, 1156 HIGH STREET**  
**SANTA CRUZ, CA 95064**  
**GAIL THOMSON**

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

INSURER A: **NONPROFITS INSURANCE ALLIANCE**  
 INSURER B: **NONPROFITS INSURANCE ALLIANCE**  
 INSURER C: **STATE COMPENSATION INSURANCE F**  
 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

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	2000-00537NPO	09/02/2000	09/02/2001	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP ARG \$ 2,000,000
B	AUTOMOBILE LIABILITY	2000-00537AUTOB	09/02/2000	09/02/2001	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				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 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1595975-00	10/22/2000	10/22/2001	WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH: ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

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

THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDED AS 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.

CERTIFICATE HOLDER | ADDITIONAL INSURED: INSURER LETTER:

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

CANCELLATION 10-day Notice Non-Payment of Premium

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

*[Signature]*

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# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
08/22/2000

FOOUCER  
**EDELL & NELSON/HARBERT INS. A**  
 FO BOX 129.5  
 SANTA CRUZ, CA 95061  
 ION EPPENBACH

1 Ddy  
 ACCT  
 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.

### COMPANIES AFFORDING COVERAGE

COMPANY A	NONPROFITS' INSURANCE ALLIANCE
COMPANY B	NONPROFITS' INSURANCE ALLIANCE
COMPANY C	
COMPANY D	

INSURED  
**CALIFORNIA GREP BEARS INC**  
 2710 CHANTICLEER  
 SANTA CRUZ, CA 95062  
 LYNN FRANCIS

CALIDO

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED. IF ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OF MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROI <input checked="" type="checkbox"/>	2000-00002	07/01/2000	07/01/2001	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
<b>E AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AU OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NONGWNED AUTOS	2000-00002AUTOB	07/01/2000	07/01/2001	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> M CL				WC STATUTORY LIMITS   OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 THE COUNTY OF SANTA CRUZ, ITS EMPLOYEES, AGENTS AND OFFICERS ARE NAMED ADDITIONAL INSURED, AS RESPECTS THE OPERATION OF THE ABOVE NAMED INSURED.

CERTIFICATE HOLDER **SCCNTY SCCNTY**  
**DAN DE GRASSI**  
 COUNTY OF SANTA CRUZ  
 DEPT. OF PUBLIC WORKS  
 701 OCEAN ST., ROOM 410  
 SANTA CRUZ, CA 95060

CANCELLATION 10-Day Notice for Non-Payment of Premium  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ISSUE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,  
 AUTHORIZED REPRESENTATIVE

86

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  
 Phon 831-438-2617 Fax:831-438-2698

*DDG  
ACCT  
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 0277

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:

### COVERAGE

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ACV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> AU OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - F/EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	BND-CALGRE-WC00	07/01/00	07/01/01	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1000000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1000000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 1000000	E.L. DISEASE - EA EMPLOYEE	\$ 1000000	E.L. DISEASE - POLICY LIMIT	\$ 1000000
WC STATUTORY LIMITS	OTHER											
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 | DAN DE GRASSI | ADDITIONAL INSURED: INSURER LETTER: COUSAN3 | CANCELLATION

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 K. ...*  
 Elizabeth K. ... CIC MFA

**36**

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0278

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

FROM: PUBLIC WORKS DEPARTMENT

[Signature] (Signature) 6-6-01 (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)  
CALIFORNIA GREY BEARS  
and 2710 CHANTICLEER AVENUE, SANTA CRUZ, CA 95065 (Name & Address)

2. The agreement will provide THE QUALITY CONTROL PROJECT AT THE CONTRACTOR'S MID-COUNTY RECYCLING CENTER

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 until completion

5. Anticipated cost is \$ 13,104.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$13,104.00; 7% OVERHEAD \$917.28; TOTAL \$14,021.28

7. Appropriations are budgeted in 625110! 51058! 3665! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. 02464 Date 6-11-01  
are not will be

JS:mg

GARY A. KNUTSON, Auditor - Controller

By [Signature] Deputy.

Proposed reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR OF PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT (Agency).  
County Administrative Officer

Remarks: [Signature] (Analyst) By [Signature] Date 6/12/01

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

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

To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_  
County Administrative Officer  
BY \_\_\_\_\_ Deputy Clerk