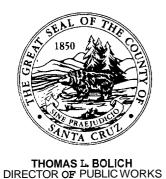
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County of Santa Cruz

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

AGENDA: SEPTEMBER 25,2001

September 13, 200 1

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 convened on May 24, 2001, to rate several grant applications received over the past year. Out of two applications received, one was found to qualify for grants. The waste grant evaluation team gave a qualifying score to the application from Happy Valley School described below.

Happy Valley School proposes to produce an educational program on waste reduction entitled "Every Day is Earth Day" and perform the production at a number of local schools. Happy Valley School is unique as an elementary school with a strong music and theater program that involves a great many students. The school is known for its high caliber productions. Following the 30 minute musical performance, which includes a song titled "Recycle Rap," the Happy Valley third through fifth grade cast will present hands-on art activities using recycled materials to their student audience. In addition to the cost of purchasing the score for the musical revue and some costume and props expenses, the bulk of the \$3,250 in grant funds would be used for transportation, to bus the student cast from their rural site to other schools for performances. Without this assistance from the County's grant program, the school's limited activity budget would not allow them to share their production with their peers at other schools. Happy Valley School will cover costs of staffing and reproducing teacher handbooks with follow-up music and art projects for the schools visited.

According to the Waste Reduction Grant Program Procedures adopted by your Board, 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 \$3,250, 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 actions:

- 1. Approve an independent contractor agreement with Happy Valley School to produce an educational program titled "Every Day Is Earth Day" for a not-to-exceed amount of \$3,250.
- **2.** Authorize the Director of Public Works to sign the contract on behalf of the County of Santa Cruz.

Yours truly,

THOMAS L. BOLICH Director of Public Works

JS:abc

Attachments

RECOMMENDED:

SUSAN A. MAURIELLO

County Administrative Officer

WRGPA

COUNTY **OF SANTA** CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

TO: Bocrd of Supervisors County Administrative Officer County Counsel Auditor-Controller		FROM:	DUBLIC WORKS	(Signature) _	12.61	(Dept.)
The Board of Supervisors is hereby requ	uested to approve the a	at toched agreement	and authorize th	e execution of	the same.	
Said agreement is between the	COUNTY OF SANT	A CRUZ			(A	(gency
and HAPPY VALLEY SCHOOL, 31	25 BRANCIFORTE DI	RIVE, SANTA CRI	uz 95065		(Name & Ac	dress)
2. The agreement will provide PRODU	CTION OF " EVERY	DAY IS EARTH DA	AY", EDUCATI	ONAL PROGRA	M.	
3. The agreement is needed <u>BECAU</u>	SE THE WORK CAN]	BE HANDLED MOST	r expeditiou	SLY BY CONT	RACT.	
4. Period of the agreement is from	BOARD APPROVAL		to	UNE 30. 700	3	
5. Anticipated cost is \$ 3,250			(Fixed	l amount; Month	ly rote; Not to e	exceed
6. Remarks: CONTRACT\$3,250.00;	7%OVERHEAD \$277	.50; TOTAL (3-477-50			
7. Appropriations are budgeted in 69	25110! 51058!			dex#) 359	•	oobject
		Contract No.	_	_		
Appropriations \searrow available and λ	encumbered.		KNUTSON, AUG			Deputy
Proposal reviewed and approved. It is DIRECTOR OF PUBLIC WORKS	recommended that the	Board of Supervisor ecute the same on be	s approve the ac	greement and au UBLIC WORKS	thorize the DEPARTMENT	
	(Age	ency).	County Adm	ninistrative Office	er ,	
Remarks:	(Analyst)	Ву	and Su	w5 1	Date 9/18/0	, 21
Agreement approved as to form. Date					·	
Distribution: Bd. of Supv. • White Adtor-Controllor • Blue County Counsel • Green • Co. Admin. Officer • Canary Adtor-Controllor • Pink Originating Dopt. • Goldonrod *To Orig. Dopt. if rejected.	State of California, do h said Board of Superviso in the minutes of said B	ors as recommended by	oregoing request for y the County Admir	or approval of agre- histrative Officer b	ement was approve y an order duly en Administrative O	ed by Itered Ifficer

Contract No.

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this	day of	
2001 by and between the COUNTY OF SANTA (CRUZ, hereinafter called COUNTY, and	
HAPPY VALLEY SCHOOL, hereinafter called C	CONTRACTOR. The parties agree as follow	s:

- 1. <u>DUTIES</u>. CONTRACTOR agrees to exercise special skill to accomplish the following result: CONDUCT EVERY DAY IS EARTH DAY 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 \$3,250. INA **MANNER** DESCRIBED IN SCOPE OF WORK.
- **3.** TERM. The term of this contract shall be: DATE OF EXECUTION 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 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. <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
(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:

Page 2 4 5

"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**, ROOM **410 701** OCEAN STREET SANTA CRUZ. CA 95060"

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

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

- **7.** <u>EQUAL 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 1\$\mathbb{S}_t\$ 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:

45 Page 3

- (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 hrther 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.

<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

Page 4

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. <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. 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. <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. <u>ATTACHMENTS</u>. 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 SANT	'A CRUZ	CONTRACTOR HAPPY VALLEY SCHOOL
By:	orks	By: Shustine Palochak
Director of Fublic W	OIKS	Address: 3 125 BRANCIFORTE DRIVE SANTA CRUZ, CA 95065
APPROVED AS TO By: Chief Assistant Co	9-11-07	Telephone: (831) 429-1456 FAX:(831) 429-6205 E-MAIL Dalochale Qadrom
DISTRIBUTION:	Auditor-Controller Contractor Public Works	

DdG:abc

Contract No.	
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SCOPE OF WORK

Waste Reduction Grants Program Project: Every Day Is Earth Day Contractor: Happy Valley School

- 1. Contractor will produce an educational program on waste reduction and other environmental themes titled "Every Day Is Earth Day" and present it at area schools. Specific work tasks will include the following:
 - A. Develop an educational program which includes a musical revue based on "Every Day Is Earth Day," composed by Teresa Jennings, and accompanying hands-on activities which will include creative at projects using recycled materials. Third through fifth grade students at Happy Valley School will participate in the program, including rehearsing, performing, and developing related at projects. Completion date: 10/3 1/0 1.
 - B. Publicize the offer of presentations to area schools and establish a presentation schedule. Contractor will coordinate presentation schedule with the Schools Resource Conservation Program Steering Committee, and final schedule will be subject to approval by County. Completion date: 11/30/01.
 - C. Present the educational program at area schools. A minimum of six presentations will be made at no cost to schools. Completion date: 11/1/01 through 6/30/02.
 - D. Develop an instructional handbook and provide a copy to the teacher of each class that sees the educational presentation. The handbook will include songs and additional lesson plan ideas that reinforce the environmental message of the presentation. Upon development. a review copy of the handbook will be presented to the County. Completion date: 11/1/01 through 6/30/02.
- 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.** The following budget is for planning purposes only. Funds may be shifted among budget categories by mutual consent of County and Contractor.

Score for "Every Day Is Earth Day" Musical Revue	\$50
"Recycled Art" Interdisciplinary curriculum guide	100
Student materials	450
minting & Mailing	100
Transportation - Bus rental	2,550
Total	\$3,250

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

Nor Cal ReLiEF

CERTIFICATE OF COVERAGE

ISSUE DATE 07/17/2001

ADMINISTRATOR:

LICENSE # 0451271 KEENAN & ASSOCIATES 97 South 2nd Street, Suite 1380

San Jose, CA 95113

ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION

DOCUMENTS BELOW.

COVERED PARTY:

SPRIG

Hsppy Valley School District

3125 Branciforte Drive Ssnta Cruz, CA 95065

JÜL 2001 RECEIVED PUBLIC WORKS DEAT SANTA CRUZ, CA.

ENTITIES AFFORDING COVERAGE

ENTITY A Northern California

ReLiEF

OBCT.

CF

ATN: Page Dunne

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUEDTO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS, AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
F.	GENERAL LIABILITY [X]GENERAL LIABILITY []CLAIMS MADE [X]OCCURRENCE [X]GOVERNMENT CODES [X]ERRORS & OMISSIONS []	NCR0040112	06/30/01 06/30/02	\$50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	AUTOMOBILE LIABILITY [X]ANY AUTO [X]HIRED AUTO [ANON-OWNED AUTO [X]GARAGE LIABILITY [X]AUTO PHYSICAL DAMAGE	NCR0040112	06/30/01 06/30/02	\$50,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$1,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE& FLOOD	NCR0040112	06/30/01 06/30/02	\$25,000	\$100,000,000 EACHOCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	NCR0040112	06/30/01 06/30/02	3 50,000	\$ Included EACHOCCURRENCE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:

TRANSPORTATION AGREEMENT BETWEEN THE COUNTY OF SANTA CRUZ AND HAPPY VALLEY SCHOOL DISTRICT FOR MUSICAL PERFORMANCES RELATED TO WASTE REDUCTION JANUARY 1. 2002 THROUGH MAY 31, 2002.

CERTIFICATE HOLDER:

County of Santa Cruz Department of Public Works Waste Reduction Program 701 Ocean Street, Room 410 Santa Cruz, CA 95060

ATTN: Jeffrey Smedberg

CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUINGENTITY/ JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL, SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA. ITS AGENTS OR REPRESENTATIVES.

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AUTHORIZED REPRESENTATIVE

K&A..P/L..06/2000 1 of 1

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Client#: 477

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eenan & Associates		ONLY AN	D CONFERS N	O RIGHTS UPON THE	CERTIFICATE	
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anta Cruz, CA 950		NSURER C:				
anta cruz, CA 550	.03	INSURER D:				
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CONTRACTOR OF 2	#\$894/M893			TJT @ ACORD	CORPORATION	