



THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

0141

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: OCTOBER 23, 2001

October 11, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: WASTE REDUCTION GRANT PROGRAM PROPOSALS

Members of the Board:

In accordance with the Waste Reduction Grant Program Procedures approved by your Board on June 3, 1997, the grant evaluation team convened on August 21, 2001, to rate two grant applications. Proposals from Cabrillo College and Rick's News received qualifying scores.

Cabrillo College proposes to develop and implement a campus-wide recycling program on community college grounds in Aptos. This program will be executed in collaboration with two community non-profit organizations, the Skills Center and the California Grey Bears, and builds on smaller scale efforts begun during the past decade. The college fully expects to divert in excess of 50 percent of its waste from the landfill via recycling and source reduction strategies within six months of the award, well ahead of the waste diversion timetable required of state agencies by AB 75 of 1999. The project's success will be assured by consistent promotion of the value of recycling to the 13,000 students and more than 1,000 faculty and staff. The \$25,000 in grant funds will be used to purchase recycling containers for all classrooms, public spaces, and offices. In response to suggestions by an enthusiastic steering committee representing campus interests, the existing large waste basket in each office will be replaced with a 7-gallon blue recycling bin for mixed recyclables and a tiny 7-quart waste basket. All staffing, public education, and other on-going expenses will be borne by the college. While the campus administration has committed to multi-year development and full funding of a very comprehensive waste reduction project, this grant will provide initial start-up funds, allowing the college to start its program this fall rather than wait until all funds could be appropriated during next year's budget cycle.

Rick's News successfully applied for a waste reduction grant to facilitate expansion of its recycling collection business in south county in May of 1999. Your Board subsequently approved an independent contractor agreement with this applicant on April 25, 2000, in the amount of \$25,000 to purchase a container carrier to be mounted on a contractor-supplied truck. The carrier was to pick up and carry bins of 1 to 4 cubic yard capacity and have a rotating head to allow it to off-load into 20 to 40 yard roll-off boxes for consolidation and transport. Before purchasing

this equipment, the contractor was offered a container truck without a rotating head at a bargain price. Additionally, the contractor no longer needed to off-load bins off-site as its marketing agent, Waste Management, agreed to provide roll-off boxes at the contractor's yard. These slightly changed business conditions made the equipment that was specifically identified in the existing contract unsuitable to accomplish the project goals. Rick's News reassessed its needs for equipment over the long term and resubmitted its proposal based on the new equipment needs. The proposed use of funds already appropriated to purchase a forklift and retrofit bins would allow Rick's News to handle materials more efficiently at its yard, particularly lightweight, bulky, low-value plastic packaging, for which comprehensive commercial scale recycling opportunities are currently lacking. Rick's News would continue to operate in a coordinated manner with Waste Management of Santa Cruz County, the County's franchise garbage and recycling hauler, to reach clients who are in need of a commercial recycling program.

According to the Waste Reduction Grant Program Procedures adopted by your Board, Public Works has negotiated a contract and an amendment with the successful applicants. The contract and the amendment are attached for your Board's approval. Total cost for the proposed Cabrillo College project is \$25,000. Funds for the Rick's News contract have already been appropriated and no additional funding is requested. 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 the independent contractor agreement with Cabrillo College to develop and implement a campus-wide recycling program for a not-to-exceed amount of \$25,000.
2. Approve an amendment to agreement with a revised scope of work for Rick's News to purchase equipment to facilitate expanded recycling at no additional cost.
3. Authorize the Director of Public Works to sign the agreements 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
Cabrillo College
Rick's News

wwrm.wpd

INDEPENDENT CONTRACTOR AGREEMENT

0143

THIS CONTRACT is entered into this 23rd day of October 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and CABRILLO COLLEGE, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: TO IMPLEMENT A CAMPUS-WIDE RECYCLING PROGRAM, 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 \$25,000, IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. TERM. The term of this contract shall be: FROM DATE OF EXECUTION UNTIL COMPLETION.

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

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

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

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

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

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

A. Types of Insurance and Minimum Limits

0144

(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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever

occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement,

01 47

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
CABRILLO COLLEGE

By: _____
Director of Public Works

By: _____

DDG

Address: 6500 SOQUEL DRIVE,
APTOS, CA 95003

APPROVED AS TO FORM:

Telephone: (831) 477-3521

FAX: (831) 477-5234

E-MAIL _____

By: DDG 10-10-98
Chief Assistant County Counsel

DDG:abc

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

CCA.wpd

SCOPE OF WORK

Waste Reduction Grants Program
 Project: Cabrillo College Recycling
 Contractor: Cabrillo College

1. Workplan. The purpose of this grant is to provide for equipment necessary to facilitate Contractor's development and implementation of a campus-wide recycling program. In furtherance of this purpose, Contractor will perform the following tasks:

- A. Implement recycling of paper and containers within all offices and classrooms.
- B. Increase exterior public recycling campus-wide.
- C. Promote recycling to the entire campus population. Educational activities will include creation of a recycling slogan or logo, signage on containers, articles in the campus newspaper, and presentations to students, faculty and staff.

2. Records and Reporting. For a period of one year from the date of execution of this Agreement, Contractor will:

- A. Keep records, by material type, of all materials collected with the aid of equipment purchased pursuant to this Agreement. Contractor will submit to the County, on a quarterly basis, reports of materials handled. Materials quantities will be reported by weight. Contractor will identify which quantities reported are scale weights and which are estimates, and will include justification for any such weight estimates.
- B. Report on promotional activities conducted pursuant to this Agreement.

3. Compensation. The County will reimburse Contractor within the maximum amount of this Agreement for expenditures to carry out Scope of Work tasks, with submission of a progress report and itemized receipts, for the collection containers listed below and other expenses approved in advance by County. Budget and quantities are for planning purposes and may be adjusted by mutual agreement of County and Contractor.

List below subject to change if approved by Cabrillo and County representative.

	28 qt Desksize Recycle Container	13 Qt Waste Basket	23 Gal Internal Consolidation Containers w/ Paper - Can Lids (150)	65 Gal Exterior Container (100)	TL Cost
	\$3.25 Ea	\$3.25 Ea	\$99.96	\$65.00	
Classrooms (160)	520.00				\$520
Offices (650)	2,112	2,112			\$4,225
Buildings (25)			14,994	6,500	\$21,494
Distribution	1 per office & classroom	1 per office	Avg of 6 sets per building	Avg of 4 per building	Total \$26,239
Comment	Basic individual recycling container	To replace larger waste baskets in support of more recycling, less waste	For direct deposit in common areas & consolidation from individual work areas	For external direct deposit & consolidation from 23 gal containers	

0149

SWACC

CERTIFICATE OF COVERAGE

ISSUE DATE 10/08/2001

ADMINISTRATOR:

LICENSE # 0451271

KEENAN & ASSOCIATES
97 South 2nd Street, Suite 300
San Jose, CA 95113

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 COVERAGES AFFORDED BY THE COVERAGE DOCUMENTS BELOW.

COVERED PARTY:

Cabrillo Community College District
6530 Soquel Crive
Aptos, CA 95003

ENTITIES AFFORDING COVERAGE
ENTITY A Statewide Assoc. of
Community Colleges

ATTN: Pat Borden

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO 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 ITY	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE / EXPIRATION DATE	MEMBER DEDUCTIBLE / LIMIT	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> GOVERNMENT CODES <input checked="" type="checkbox"/> ERRORS & OMISSIONS <input type="checkbox"/>	SWC009007	06/30/01 06/30/02	\$25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTO <input checked="" type="checkbox"/> GARAGE LIABILITY <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE	SWC009007	06/30/01 06/30/02	\$25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$5,000,000
A	PROPERTY ALL RISK EXCLUDES EARTHQUAKE & FLOOD	SWC009007	06/30/01 06/30/02	\$25,000	\$100,000,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SWC009007	06/30/01 06/30/02	\$5,000	\$ Included EACH OCCURRENCE

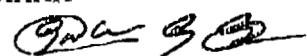
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL PROVISIONS:
RECYCLING GRANT PROGRAM THRU JUNE 30, 2002.

CERTIFICATE HOLDER:

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

ATTN: Dan deGrassi

CANCELLATION ... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~THE CANCELLATION OF THIS CERTIFICATE SHALL NOT BE A WAIVER OF ANY OTHER RIGHTS OR OBLIGATIONS OF ANY PARTY TO THIS CERTIFICATE.~~



AUTHORIZED REPRESENTATIVE

0150

A.C.# 10600

STATEWIDE ASSOCIATION OF COMMUNITY COLLEGES**ENDORSEMENT****ADDITIONAL COVERED PARTY**

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Cabrillo Community College District	SWC009007	KEENAN & ASSOCIATES

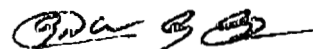
Subject to all its terms, conditions, exclusions and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

County of Santa Cruz
701 Ocean Street, Room 520
Santa Cruz, CA 95060

As Respects:

RECYCLING GRANT PROGRAM THRU JUNE 30, 2002. THE COUNTY OF SANTA CRUZ, ITS OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS ARE ADDED **AS** AN ADDITIONAL COVERED PARTY AS RESPECTS THE OPERATIONS AND ACTIVITIES OF, OR ON BEHALF OF, THE NAMED COVERED PARTY UNDER AGREEMENT WITH THE COUNTY OF SANTA CRUZ.



Authorized Representative

Client#: 107

CABRICOM

ACORD CERTIFICATE OF LIABILITY INSURANCE

0151

DATE (MM/DD/YY)
07/27/01

PRODUCER

Keenan & Associates
2355 Crenshaw Blvd, Suite 200
P. O. 4328
Torrance, CA 90510

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Cabrillo Community College District
6530 Soquel Drive
Aptos, CA 95003
Attn: Pat Borden

INSURER A ACE USA/PACIFIC EMPLOYERS

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

IS/IR	TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
					PERSONAL & ACV INJURY \$
					GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/>				
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	JOIN-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
					\$
	DEDUCTIBLE				\$
	RETENTION \$				\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	VLRC42843040	07/01/01	07/01/02	WC STATUTORY LIMITS OTHER
					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
RECYCLING GRANT PROGRAM THRU JULY 1, 2002.

CERTIFICATE HOLDER

ADDITIONAL INSURED/INSURER LETTER:

CANCELLATION

County of Santa Cruz
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Attn: Dan deGrassi

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ADVISE BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. ~~ANY POLICY CANCELLATION SHALL BE EFFECTIVE AS OF THE DATE OF CANCELLATION AND NOT THE DATE OF NOTICE.~~
~~THE POLICY CANCELLATION SHALL BE EFFECTIVE AS OF THE DATE OF NOTICE.~~
AUTHORIZED REPRESENTATIVE

36

AMENDMENT TO AGREEMENT

The parties hereto agree to amend Contract Number 92078, dated April 25,2000,
by and between the COUNTY OF SANTA CRUZ and RICK'S NEWS, for purchase of recycling
equipment, by amending the contract scope of work, attached.

All other provisions of said contract shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ
DEPARTMENT OF PUBLIC WORKS

By: _____
Thomas L. Bolich
Director of Public Works

CONTRACTOR:
RICK'S NEWS

By: 

Address: P. O.Box 711
Freedom, CA 95076-0711

Telephone: (831) 728-5915

Fax: (831) 722-7822

E-mail: _____

Approved as to form:


Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Public Works
Contractor

amagrfrm/3-01/js

Contract No. _____

SCOPE OF WORK ATTACHMENT 1

Waste Reduction Grants Program

Project: Recycling Equipment

Contractor: Rick's News

1. Workplan. The purpose of this grant is to provide for equipment necessary to facilitate Contractor's operation of recycling drop-off and collection opportunities in Santa Cruz County. In furtherance of this purpose, Contractor will perform the following tasks:

A. Contractor will research and purchase a forklift with a rotating head, with the capability to move and service collection bins of a capacity in the range of 1 to 4 cubic yards. Equipment to be purchased will be the following, or an equivalent approved by the County:

CAT GC30 LP forklift mounted with a Cascade 42" x 48" 6,500 lb. capacity rotator.

B. Contractor will place the forklift in service in the collection of recyclable materials in Santa Cruz County.

C. Contractor's maintenance and use for recycling collection of the forklift for three years from the date it was placed in service will signal the completion of this Agreement.

D. Contractor will repair and retrofit collection bins which it owns for use with the forklift.

2. Records and Reporting.

A. Contractor will negotiate a written agreement with Waste Management, subject to County approval, which specifies services to be exchanged and any floor prices to be paid or processing costs to be charged for materials collected with the use of grant funded equipment during the term of this Agreement.

B. Contractor will keep records, by material type, of the source and disposition of all materials handled with the use of equipment purchased or repaired pursuant to this Agreement. Contractor will submit to the County, on a quarterly basis during the term of this Agreement, reports of materials handled. Materials quantities will be reported by weight. Contractor will identify which quantities reported are scale weights and which are estimates, and will include justification for any such weight estimates.

C. Contractor will submit to the County, on an annual basis during the term of this Agreement, a profit-loss financial statement for Contractor's business.

3. Lien. Contractor will grant the County a UCC-1 lien on the forklift described in paragraph 1.A. above of this Scope of Work for the term of this Agreement such that ownership of said equipment would revert to the County upon Contractor's default in performance of provisions of this Agreement.

4. Early Termination. Contractor will have the first right of refusal to purchase from the County the forklift described in 1.A. above in the event of early termination of this Agreement for any reason. Purchase price will be calculated as the County's contribution to the original purchase price of the forklift pro-rated over a three year term from the date it was placed in service.

5. Compensation. The County will reimburse Contractor within the maximum amount of this Agreement for equipment to carry out Scope of Work tasks, with submission of itemized receipts, for the expenses listed below and others approved in advance by County.

A. Purchase of forklift, including requisite and incidental parts and services, except that no reimbursement for this item will be made to Contractor prior to satisfactory completion of the lien described in 3. above. Reimbursement for forklift purchase will not exceed \$15,000 without prior approval by County.

B. Actual cost of parts, materials, and services utilized for any necessary repairs, modifications, or maintenance performed on collection bins owned by Contractor.

Initial LS Date 9-30-01

Initial PM Date 10/2/01

PRODUCER Clifford & Bradford - SLO 1141 Pacific Street #C San Luis Obispo CA 93401 Phone: 805-545-0826 Fax: 805-545-0917	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.
INSURED Rick's News Jim Bacon B.O. Box 711 Freedom CA 95019	INSURERS AFFORDING COVERAGE 0155 INSURER A Financial Pacific Ins. INSURER E INSURER C INSURER D INSURER E

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	1	2	3	4	5	6	7	8	9	10	11	12
A	GENERAL LIABILITY	164458A	10/03/01	10/03/02	EACH OCCURRENCE	LIMITS									
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					FIRE DAMAGE (Any one fire)									100000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)									
						PERSONAL & ADV INJURY									1000000
						GENERAL AGGREGATE									\$ 1000000
A	AUTOMOBILE LIABILITY	164458A	10/03/01	10/03/02	COMBINED SINGLE LIMIT (Per accident)	\$ 1000000									
	<input checked="" type="checkbox"/> ANY AUTO														
	<input type="checkbox"/> ALL OWNED AUTOS														
	<input type="checkbox"/> SCHEDULED AUTOS														
	<input type="checkbox"/> HIRED AUTOS														
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$									
	<input type="checkbox"/> ANY AUTO														
						OTHER THAN EA ACC									\$
						AGG									\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$									
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE														
						AGGREGATE									\$
															\$
															\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS										
						OTHER									
						E.L. EACH ACCIDENT									\$
						E.L. DISEASE - EA EMPLOYEE									\$
						E.L. DISEASE - POLICY LIMIT									\$
	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 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. *10 days notice will apply in the event of nonpayment of premium

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED: INSURER LETTER: A	CANCELLATION
COUNTY OF SANTA CRUZ PUBLIC WORKS DEPARTMENT ATTN: DAN DE GRASSI 701 OCEAN ST, ROOM 410 SANTA CRUZ CA 95060			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
			Stephen J. Homer

0156

Policy Number:164458A

**Commercial General Liability
CG 20 10 10 93 Modified**

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY,

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS (Form B)**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY 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, but only to the extent that the person or organization is held liable for your acts or omissions for your ongoing operations performed for that Insured,

CG 20 10 10 93 Modified

Page 1 of 1

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0157

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 10.5.01 (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)
CABRILLO COLLEGE
and 6500 SOQUEL DRIVE, APTOS. CA 95003 (Name & Address)
2. The agreement will provide IMPLEMENTATION OF A CAMPUS-WIDE RECYCLING PROGRAM
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, 2007
5. Anticipated cost is \$ 25,000 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: CONTRACT \$25,000; 7% OVERHEAD \$1,750; TOTAL \$26,750
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. Contract No. 12624 Date 10/10/01
are not will be

JS:mg GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

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:

(Analyst) By _____ Date _____

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. - Gold/rod

To Orig. Dept. if rejected.

ADM - 29 (6/95)

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

36

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0158

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature) 10-501 (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)
RICK'S NEWS
and P.O. BOX 711, FREEDOM, CA 95019 (Name & Address)
2. The agreement will provide EQUIPMENT PURCHASE AND RECYCLING SERVICES
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, 2002
5. Anticipated cost is \$ 25,000 no new funds - contract amendment to scope of work (Fixed amount, Monthly rate, Not to exceed)
6. Remarks: CONTRACT \$25,000; 7% OVERHEAD \$1,750; TOTAL \$26,750
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.
are not will be

Has been Encumbered.

SCOPE AMENDMENT ONLY

Contract No. C092078 Date 10/10/01

GARY A. KNUTSON, Auditor - Controller

By Krajcar Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the DIRECTOR 0% PUBLIC WORKS to execute the same on behalf of the PUBLIC WORKS DEPARTMENT

(Agency).

County Administrative Officer

Remarks:

(Analyst)

By Ra Date

Agreement approved as to form. Date

JES:mg

Distribution:

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

*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 _____

By _____ County Administrative Officer Deputy Clerk