

Contract No. 26D2738

STANDARD SERVICES CONTRACT (NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GREY BEARS, hereinafter called CONTRACTOR. COUNTY and CONTRACTOR are each a “Party” to this Contract and are collectively the “Parties” to this Contract. The Parties agree as follows:

1. **DUTIES.** CONTRACTOR shall perform the following duties: Provide recycling centers operation services for the County of Santa Cruz Department of Community Development and Infrastructure. These duties are described in further detail in Attachment A, “Scope of Services”, which is attached hereto and incorporated herein by reference.

2. **COMPENSATION.** COUNTY agrees to pay, and CONTRACTOR agrees to receive, compensation for the performance of its services under this Contract as follows: payment not to exceed \$409,003.00 as set forth in further detail in Attachment B, “Terms of Payment”.

3. **TERM.** The term of this Contract shall be: July 1, 2025 through December 31, 2025.

4. **TERMINATION.**

A. **Termination for Cause.** COUNTY may, in its sole discretion, immediately terminate this Contract if CONTRACTOR fails to adequately perform the services required hereunder, fails to comply with the terms or conditions set forth herein, or violates any local, state or federal law, regulation or standard applicable to its performance hereunder.

B. **Termination Without Cause.** COUNTY may terminate this Contract without cause upon at least thirty (30) calendar days advance written notice which states the effective date of the termination. Such termination is without penalty to or further obligation of COUNTY.

C. **Termination Due to Insufficient Funding.** COUNTY’s obligations under this Contract are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Contract shall be terminated. COUNTY shall provide CONTRACTOR at least thirty (30) calendar days advance written notice of its intent to terminate this Contract due to insufficient funding.

D. **Compensation Upon Termination.** In the event this Contract is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services provided pursuant to the terms and conditions set forth herein through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Contract by CONTRACTOR.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

To the fullest extent permitted by applicable law, CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of Paragraphs 5 and 6 shall include, without limitation, its officers, officials, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, expenses (including attorneys' fees and costs), fines, penalties, and liabilities of any kind or nature which COUNTY, CONTRACTOR, or any third party may sustain as a result of, arising out of, or in any manner connected with CONTRACTOR's performance or failure to comply with or perform under the terms of this Contract, excepting any liability arising out of the sole negligence of 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 Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY may conduct or participate in its own defense without affecting CONTRACTOR's obligation to indemnify and hold harmless or defend COUNTY.

Acceptance of the insurance required by this Contract shall not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to CONTRACTOR's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

This Paragraph 5 shall survive the termination or expiration of this Contract.

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage and non-contributory as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR's insurance coverage and shall not contribute to it. If CONTRACTOR normally carries insurance in an amount greater than the minimum amount required by COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract. Insurance is to be obtained from insurers reasonably acceptable to COUNTY.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract.

A. Types of Insurance and Minimum Limits

- i. Workers' Compensation Insurance in the minimum statutorily required coverage amounts.

ii. Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Contract, 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.

iii. Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

iv. Cyber liability insurance with limits of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of CONTRACTOR. "Cyber Risks" include but are not limited to (1) security breach; (2) data breach; (3) system failure; (4) data recovery; (5) failure to timely disclose data breach or security breach; (6) failure to comply with privacy policy; (7) business interruption; (8) cyber extortion; (9) invasion of privacy violations, including release of private information; (10) information theft; (11) release of private information; (12) payment card liabilities and costs; (13) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (14) damage to or destruction or alteration of electronic information; (15) extortion related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; (16) fraudulent instruction; (17) funds transfer fraud; (18) telephone fraud; (19) network security; (20) data breach response costs, including security breach response costs; (21) regulatory fines and penalties related to CONTRACTOR's obligations under this Contract regarding electronic information, including personal information; and (22) credit monitoring expenses.

B. Other Insurance Provisions

i. If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written in Paragraph 3 of this Contract, and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

ii. All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officers, officials, employees, agents, and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as

ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

iii. All required policies shall be endorsed to contain the following clause:
“This insurance shall not be canceled until after thirty (30) calendar days’ prior written notice (10 calendar days for nonpayment of premium) has been given to:

**County of Santa Cruz
Department of Community Development and Infrastructure
Recycling and Solid Waste Services
Attn: Kasey Kolassa
701 Ocean Street, Room 410
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) calendar days’ notice (10 calendar days for nonpayment of premium) of cancellation of such policy to COUNTY as a material term of this Contract.

iv. 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 Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**County of Santa Cruz
Department of Community Development and Infrastructure
Recycling and Solid Waste Services
Attn: Kasey Kolassa
701 Ocean Street, Room 410
Santa Cruz, CA 95060**

v. CONTRACTOR hereby grants to COUNTY a waiver of any right of subrogation which any insurer of said CONTRACTOR may acquire against COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.

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

A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. 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 Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

i. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, 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 Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

ii. In the event of CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with COUNTY.

iii. CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(i) and 7B(ii) to be inserted in all subcontracts for any work covered under this Contract 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. CONTRACTOR and COUNTY agree that in performing its obligations under this Contract, CONTRACTOR, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY.

Because of its status as an independent contractor, CONTRACTOR has no right to employment rights or benefits available to COUNTY employees. CONTRACTOR is solely responsible for providing to its own employees all employee benefits required by law. CONTRACTOR shall save COUNTY harmless from all matters relating to the payment of CONTRACTOR's employees, including all payroll related taxes. COUNTY has no right to control, supervise, or direct the manner or method of CONTRACTOR's performance under this Contract, but COUNTY may verify that CONTRACTOR is performing according to the terms of this Contract.

9. NOTICES.

A. Contact Information. The persons having authority to give and receive notices provided for or permitted under this Contract include the following:

For COUNTY:

Matt Machado
Community Development & Infrastructure
701 Ocean Street
Santa Cruz, CA 95060
cdicontractmanagement@santacruzcounty.ca.gov

For CONTRACTOR:

Jennifer Merchant
Grey Bears
2710 Chanticleer Avenue
Santa Cruz, CA 95065
jennifer@greybears.org

B. Change of Contact Information. Either Party may change the information in Paragraph 9.A by giving notice as provided in Paragraph 9.C.

C. Method of Delivery. Each notice between COUNTY and CONTRACTOR provided for or permitted under this Contract must be in writing, state that it is a notice provided under this Contract, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

- i. A notice delivered by personal service is effective upon service to the recipient.
- ii. A notice delivered by first-class United States mail is effective three (3) COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient.
- iii. A notice delivered by an overnight commercial courier service is effective one (1) COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.
- iv. A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY's business hours, then such delivery is deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission.

10. NONASSIGNMENT. CONTRACTOR shall not assign this Contract without the prior written consent of COUNTY.

11. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to CONTRACTOR.

12. INSPECTIONS, AUDITS, AND PUBLIC RECORDS.

A. Inspection of Documents. CONTRACTOR shall make available to COUNTY, and COUNTY may examine at any time during business hours and as often as COUNTY deems reasonably necessary, all of CONTRACTOR's records and data with respect to the matters covered by this Contract, excluding attorney-client privileged communications. CONTRACTOR shall, upon request by COUNTY, permit COUNTY to audit and inspect all of such records and data to ensure CONTRACTOR's compliance with the terms of this Contract.

B. Retention and Audit of Records. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract 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-Treasurer-Tax Collector, 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 Contract.

C. Public Records. COUNTY is not limited in any manner with respect to its public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY. COUNTY's public disclosure of this Contract or any record or data that CONTRACTOR may provide to COUNTY may include but is not limited to the following:

- i. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose this Contract to the public or such governmental agency.
- ii. COUNTY may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that CONTRACTOR may provide to COUNTY, unless such disclosure is prohibited by court order.
- iii. This Contract, and any record or data that CONTRACTOR may provide to

COUNTY, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, beginning with section 7920.000) ("CPRA").

iv. This Contract, and any record or data that CONTRACTOR may provide to COUNTY, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under Article 1, section 3, subdivision (b) of the California Constitution.

v. Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that CONTRACTOR may provide to COUNTY shall be disregarded and have no effect on COUNTY's right or duty to disclose to the public or governmental agency any such record or data.

D. Public Records Act Requests. CONTRACTOR shall cooperate with COUNTY with respect to any COUNTY demand for requested records.

i. If COUNTY receives a written or oral request under the CPRA to publicly disclose any record that is in CONTRACTOR's possession or control, and which COUNTY has a right, under any provision of this Contract or applicable law, to possess or control, then COUNTY may demand, in writing, that CONTRACTOR deliver to COUNTY, for purposes of public disclosure, the requested records that may be in the possession or control of CONTRACTOR. Within five (5) COUNTY business days after COUNTY's demand, CONTRACTOR shall (a) deliver to COUNTY all of the requested records that are in CONTRACTOR's possession or control, together with a written statement that CONTRACTOR, after conducting a diligent search, has produced all requested records that are in CONTRACTOR's possession or control, or (b) provide to COUNTY a written statement that CONTRACTOR, after conducting a diligent search, does not possess or control any of the requested records.

ii. If CONTRACTOR wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to COUNTY and assert the exemption by citation to specific legal authority within the written statement that it provides to COUNTY under this section. CONTRACTOR's assertion of any exemption from disclosure is not binding on COUNTY, but COUNTY will give at least ten (10) calendar days' advance written notice to CONTRACTOR before disclosing any record subject to CONTRACTOR's assertion of exemption from disclosure.

iii. CONTRACTOR shall indemnify COUNTY for any court-ordered award of costs or attorney's fees under the CPRA that results from CONTRACTOR's delay, claim of exemption, failure to produce any such records, or failure to cooperate with COUNTY with respect to any COUNTY demand for any such records.

iv. This provision shall not prohibit CONTRACTOR from seeking a protective order to prevent the disclosure of records CONTRACTOR has deemed or marked as confidential or restricted or proprietary.

E. This Paragraph 12 shall survive the termination or expiration of this Contract.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

14. ATTACHMENTS. CONTRACTOR shall comply with the requirements of the following attachments to this Contract, each of which is incorporated herein by reference:

Attachment A, "Scope of Services"
Attachment B, "Terms of Payment"

Unless explicitly stated in an attachment, the language in the body of this Contract controls should a conflict arise between the language in the body of this Contract and any attachment to this Contract.

15. LIVING WAGE. This Contract is covered under Living Wage provisions if this Paragraph is initialed by COUNTY_____.

If Item # 15 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees. Non-compliance during the term of the Contract with these Living Wage provisions will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

16. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. CONTRACTOR warrants and certifies itself as a nonprofit organization with a 501(c)(3) status in good standing. CONTRACTOR agrees it will continue to operate as a recognized 501(c)(3) organization and in good standing for the duration of this Contract and that failure to do so shall be a material breach of this Contract. The following requirements shall be satisfied, in addition to all other requirements of this Contract:

A. **WEB LINKS** – If CONTRACTOR has an organizational website, it is a requirement of this Contract that CONTRACTOR to provide hyperlinks to the websites of the following organizations: the County of Santa Cruz, the current website address of which is <https://www.santacruzcountyca.gov>, and Workforce Santa Cruz County, the current website address of which is <https://workforcescc.com/>.

17. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be satisfied, in addition to all other requirements of this Contract.

A. Within 180 days of the end of each of the CONTRACTOR's fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two (2) copies of Financial Statements relating to the entirety of the CONTRACTOR's operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector ("ACTTC").

i. For the purposes of this paragraph, "CONTRACTOR's fiscal year" shall be that period the CONTRACTOR utilizes for its annual budget cycle.

ii. The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this Paragraph.

B. In the sole discretion of COUNTY, the requirements of this Paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

C. CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs CONTRACTOR's financial position or substantially interferes with CONTRACTOR's ability to offer the services it has agreed to provide as set

forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by CONTRACTOR.

D. For audit authority of the ACCTC refer to the Paragraph 12.B. "Retention and Audit of Records."

18. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$200,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

19. GENERAL TERMS.

A. Compliance with Laws. CONTRACTOR shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Contract, including but not limited to workers compensation, labor, and confidentiality laws and regulations. This shall include, but is not limited to, obtaining the necessary licenses, permits, and any other required authorization to perform the work necessary to complete the terms of this Contract. CONTRACTOR bears sole responsibility for any violation of such laws and regulations by itself and agrees that it will indemnify, defend and hold COUNTY harmless for the consequences of any such violation, as referenced in Paragraph 5 of this Contract.

B. Standard of Practice. CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

C. Prior Acts Ratified. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Contract are hereby ratified.

D. Modification. This Contract may not be modified, and no waiver is effective, except by written agreement signed by both Parties. CONTRACTOR acknowledges that COUNTY employees have no authority to modify this Contract except as expressly provided in this Contract.

E. Non-Liability of County Officers, Officials, Employees, Agents, Volunteers. No officer, official, employee, agent, or volunteer of COUNTY shall be personally liable to CONTRACTOR in the event of any default or breach by COUNTY.

F. Governing Law. The laws of the State of California govern all matters arising from or related to this Contract.

G. Jurisdiction and Venue. This Contract is signed and performed in Santa Cruz County, California. CONTRACTOR consents to California jurisdiction for actions arising from or related to this Contract, and, subject to the Government Claims Act, all such actions must be brought and maintained in Santa Cruz County.

H. Construction. The final form of this Contract is the result of the Parties' combined efforts. If anything in this Contract is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Contract against either Party.

I. Headings. The headings and paragraph titles in this Contract are for convenience only and are not part of this Contract.

J. Severability. If anything in this Contract is found by a court of competent jurisdiction to

be unlawful or otherwise unenforceable, the balance of this Contract remains in effect, and the Parties shall make best efforts to replace the unlawful or unenforceable part of this Contract with lawful and enforceable terms intended to accomplish the Parties' original intent.

K. No Waiver. Payment, waiver, or discharge by COUNTY of any liability or obligation of CONTRACTOR under this Contract on any one or more occasions is not a waiver of performance of any continuing or other obligation of CONTRACTOR and does not prohibit enforcement by COUNTY of any obligation on any other occasion.

L. No Third-Party Beneficiaries. This Contract does not and is not intended to create any rights or obligations for any person or entity except for the Parties.

M. Force Majeure. Neither Party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such Party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

N. Authorized Signature. CONTRACTOR represents and warrants to COUNTY that:

i. CONTRACTOR is duly authorized and empowered to sign and perform its obligations under this Contract.

ii. The individual signing this Contract on behalf of CONTRACTOR is duly authorized to do so and their signature on this Contract legally binds CONTRACTOR to the terms of this Contract.

O. Integrated Contract. This Contract, including its attachments, is the entire agreement between CONTRACTOR and COUNTY with respect to the subject matter of this Contract, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Contract.

P. Counterpart Execution. This Contract, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This Contract, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this Contract, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract and any amendments hereto.

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[SIGNATURES APPEAR ON FOLLOWING PAGE]

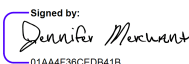
SIGNATURE PAGE

Contract No. 26D2738

STANDARD SERVICES CONTRACT

IN WITNESS WHEREOF, the parties hereto agree to the terms set forth above.

2. GREY BEARS

By:  4/25/2025
SIGNED

Jennifer Merchant
PRINTED

4. COUNTY OF SANTA CRUZ

By: _____
SIGNED

Matt Machado
PRINTED

Company Name: Grey Bears

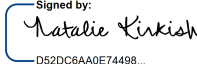
Address: 2710 Chanticleer Avenue
Santa Cruz, CA 95065

Telephone: 831-479-1055


Fax: 831-479-8462

Email: jennifer@greybears.org

1. APPROVED AS TO FORM

 4/23/2025
D52DC6AA0E74498...
Office of the County Counsel

3. APPROVED AS TO INSURANCE

 4/25/2025
E4EADC5BA53B4DB...
Risk Management

DISTRIBUTION:

- Community Development and Infrastructure
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Grey Bears

Attachment A

SCOPE OF SERVICES

GREY BEARS OPERATION OF BUENA VISTA LANDFILL AND BEN LOMOND TRANSFER STATION DROP-OFF RECYCLING CENTERS

1. CONTRACTOR SHALL PROVIDE THE FOLLOWING SERVICES

- a. Operate the drop-off recycling centers at the Buena Vista Landfill (1231 Buena Vista Drive, Watsonville) and Ben Lomond Transfer Station (9835 Newell Creek Road, Ben Lomond), hereinafter known as Buena Vista and Ben Lomond, respectively.
- b. Acceptance, processing as necessary, and marketing of COUNTY-designated recyclable materials.
- c. Maintain neat, orderly, safe, quiet and efficient sites.
- d. Conduct public education at the sites related to on-site operations.
- e. Maintain accurate records.
- f. Report activities regularly.

2. MATERIALS ACCEPTED

- a. CONTRACTOR shall accept the following materials at Buena Vista and Ben Lomond:

- (1) Corrugated cardboard
- (2) Newspaper
- (3) Magazines
- (4) Mixed waste paper, including junk mail, catalogues, kraft bags, kraft paper, paperboard, egg cartons, phone books, brown paper, grocery bags, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and similar food boxes, computer paper, aseptic packaging, milk and juice cartons, hard cover and paperback books.
- (5) Brown Glass (Amber)
- (6) Green Glass
- (7) Clear Glass (Flint)
- (8) Mixed Glass
- (9) Aluminum cans
- (10) Aluminum foil, trays and pans
- (11) Steel (tin coated) cans
- (12) Bi-metal cans
- (13) PET (#1) plastic, all types including bottles, tubs and trays
- (14) HDPE (#2) plastic, all types including bottles, tubs and trays

Attachment A

- (15) Mixed plastic containers, including all types of #3 through #7 bottles, tubs and trays
 - (16) Empty flattened aerosol cans
 - (17) Plastic bags and film plastic
 - (18) Scrap metal (except whole or portions of cars, motorcycles or vehicles that require documentation from dismantling yards)
 - (19) Non-ferrous scrap metal
 - (20) Automobile batteries (lead acid)
 - (21) Bound books, DVDs and CDs
 - (22) All California Redemption Value (CRV) materials
- b. CONTRACTOR may subdivide or aggregate categories offered to the public for drop off of recyclable materials in order to facilitate processing or marketing of materials listed in subsection a. above, upon consultation with COUNTY.
 - c. COUNTY and CONTRACTOR agree to periodically determine if additional materials can be accepted.
 - d. CONTRACTOR agrees to operate on the basis of aggressively diverting as much recyclable material as possible.
 - e. CONTRACTOR shall not accept household hazardous waste, other than materials listed under subsection a. above. Such refused materials shall be referred to the COUNTY's Household Hazardous Waste Program.
 - f. CONTRACTOR shall establish acceptance standards for materials quality and preparation, in consultation with COUNTY, and shall be empowered to enforce such standards at its sites.
 - g. CONTRACTOR shall at minimum accept same materials for recycling as COUNTY's franchise hauler. If CONTRACTOR is unable to market any of these materials, CONTRACTOR shall subscribe to COUNTY'S franchise hauler's recycle cart, bin or roll-off box collection service at CONTRACTOR's expense to ensure said materials get recycled.
 - h. CONTRACTOR shall be responsible to ensure materials are properly stored and the public does not contaminate recyclable materials collected at COUNTY's drop-off centers.

3. HOURS OF OPERATION

- a. The recycling centers shall be open for receipt of materials the same hours as the landfill and transfer station are open to the public: Monday, Tuesday, Thursday, Friday and Saturday, 7:30 am - 3:30 pm, Wednesday 7:30 am - 2:30 pm, closed Thanksgiving, ½ day Christmas Eve and Christmas, or as directed by COUNTY. Processing may take place one half hour past the posted closing time for the facility and until 4:00 pm on Wednesday.

4. SITE OPERATION

- a. CONTRACTOR shall at all times exercise good faith and due diligence to ensure the success of the recycling center operations and such operations shall be subordinate to and not interfere with the landfill and transfer station disposal site operations of the COUNTY.

Attachment A

- b. CONTRACTOR shall maintain a clean, neat and orderly site, free of litter. CONTRACTOR shall comply with the requirements of the disposal site's Storm Water Pollution Prevention Plan (SWPPP). Minimum SWPPP compliance requires daily sweeping of work area and covering of all bins when not in operation and at close of business. Daily sweeping shall be documented in a sweeping log. All leaks, drips, and spills will be cleaned in a timely manner using absorbent material. No rinse water, wash water, or any other material may enter storm drains. CONTRACTOR shall respond promptly to COUNTY requests to clean site. If CONTRACTOR does not clean site to satisfaction of COUNTY within 2 days after receipt of the third request per incident, which shall be given within 30-days of the initial request and shall be a written notice, CONTRACTOR shall be subject to a fine of \$250 or an amount determined by the Director of Public Works sufficient to compensate COUNTY for COUNTY's cost to clean site, whichever is greater.
- c. CONTRACTOR shall have exclusive access to the Buena Vista and Ben Lomond drop-off recycling center sites for the term of this agreement during the landfill and transfers station hours of operation.

5. PERSONNEL

- a. CONTRACTOR shall provide sufficient personnel (minimum of two employees) at all times during hours of operation to accept and process recyclables and to expedite public drop-off and vehicle movement. CONTRACTOR shall identify number of employees and their job assignments to COUNTY.
- b. CONTRACTOR shall ensure staff are given adequate safety training that meets Cal/OSHA Title 8 standards and that staff use appropriate personal protective equipment (PPE). CONTRACTOR shall ensure that its drop-off center employees receive training in First Aid and CPR. CONTRACTOR shall ensure that employees working at recycling center wear and are supplied and properly fitted with: approved steel-toed safety boots, high visibility traffic vests, hard hats, protective eyewear and appropriate gloves. CONTRACTOR shall ensure all employees using forklift have received OSHA forklift training certification. Operator shall ensure all employees take breaks in designated break area outside of working areas. CONTRACTOR shall ensure all employees comply with County of Santa Cruz Harassment Prevention Policy.
- c. CONTRACTOR'S staff shall greet each customer and inspect each load to ensure compliance with requirements. Polite and professional demeanor shall be exhibited at all times. CONTRACTOR shall process materials at recycling center to obtain highest and best market value to the extent feasible commensurate with return on sales and available space, equipment and labor resources. Choice of markets is up to CONTRACTOR; transportation is CONTRACTOR'S responsibility. Operation shall include active education of drop-off recycling center users regarding how to prepare materials and what can and cannot be recycled. CONTRACTOR shall interface with public using the recycling center to ensure recyclable materials are placed in the proper bins and trash or other unacceptable items are not discarded at the recycling center.

6. PROCESSING AND MARKETING OF RECYCLABLE MATERIALS

- a. CONTRACTOR shall process recyclable materials received at recycling centers to obtain highest

Attachment A

and best market value to the extent feasible commensurate with return on sales, available space and equipment and available labor resources.

- b. Handling and processing methods:
 - Sorting
 - Baling or densifying
 - High grading of scrap metal to increase market value
 - Marketing and shipping recycled commodities
- c. Choice of markets is up to CONTRACTOR; transportation is CONTRACTOR's responsibility.
- d. CONTRACTOR may transport materials received at Buena Vista and Ben Lomond to CONTRACTOR's Chanticleer site for processing and marketing as long as quantities and revenue from such items are accounted for and attributed to the COUNTY revenue sharing procedure in a manner approved by COUNTY.

7. STORAGE OF RECYCLABLE MATERIALS

- a. CONTRACTOR shall keep all materials at Buena Vista and Ben Lomond in bins or other containers. These bins and containers shall be covered to prevent exposure to wind and rainfall when not in use during operational hours and at end of workday. Unless otherwise agreed upon with COUNTY, CONTRACTOR shall ensure that processed materials are regularly sold or otherwise moved off-site, to avoid long-term accumulation.
- b. COUNTY recognizes CONTRACTOR's need to periodically stockpile processed materials in response to market conditions and shall cooperate with CONTRACTOR in establishing safe and secure storage areas on the Buena Vista and Ben Lomond premises for such a need. Such storage areas, the location of which shall be determined by COUNTY, shall be maintained in a clean and orderly manner by CONTRACTOR. Stockpiled material shall be stored off the ground and be covered appropriately by CONTRACTOR to comply with SWPPP.

8. PUBLIC EDUCATION/INFORMATION

- a. COUNTY shall be responsible for public information costs; COUNTY shall plan and coordinate publicity with CONTRACTOR.
- b. CONTRACTOR operation shall include active education of drop-off center users regarding how to prepare materials, and what can and cannot be recycled.

9. RECORD KEEPING BY MATERIAL TYPE

CONTRACTOR shall keep records of quantities sold, given away or otherwise moved from each site for each material received including buyer or recipient name and location; market price, quantity, revenue, market conditions, buyer comments or rejects, and residue disposal amounts. Such records shall be maintained to reflect monthly activity and shall be available to COUNTY for inspection or copying upon request.

Attachment A

10. MONTHLY ACTIVITY REPORTS

See Attachment B, Section 3.

11. REVENUE SHARING

See Attachment B, Section 4.

12. CAPITAL COST OF SITE IMPROVEMENTS AND EQUIPMENT

COUNTY shall determine, in consultation with CONTRACTOR, the need for any site improvements and processing equipment necessary for optimal operation of the drop-off centers including processing of materials. COUNTY shall be solely responsible for having such improvements made and for acquiring such equipment, including underwriting cost, subject to budgetary limitations. On termination of this agreement COUNTY shall assume ownership of all equipment used in the operation of the drop-off centers, excluding equipment owned by CONTRACTOR.

13. SITE AND EQUIPMENT MAINTENANCE

COUNTY shall be responsible for maintenance of the Buena Vista and Ben Lomond recycling center sites. COUNTY shall provide a baler at Buena Vista recycling center location for CONTRACTOR to densify materials in preparation for shipment. COUNTY may also provide a baler for the Ben Lomond recycling center. CONTRACTOR shall maintain and repair the baler(s) as needed. COUNTY shall provide a forklift at each disposal site recycling center location for CONTRACTOR to move bins and heavy materials for consolidation and preparation for shipment. COUNTY shall maintain and repair forklifts as needed. COUNTY shall require access to maintain and repair forklifts as needed. COUNTY shall provide and maintain bins and roll-off/drop boxes for material storage that is not provided by CONTRACTOR'S recycler or hauler. COUNTY shall retain ownership of balers, forklifts and bins that COUNTY provides to CONTRACTOR.

CONTRACTOR shall provide and maintain all other equipment and supplies necessary for handling, processing and storage of recyclable materials such as pallet jacks, pallets, baling wire, scales, storage cabinets, absorbent, high visibility traffic safety vests, hard hats, personal protective equipment (PPE), etc.

14. SIGNAGE

COUNTY shall provide all signs directing traffic to the Buena Vista and Ben Lomond recycling centers, identifying material containers, and indicating drop-off requirements. COUNTY shall consult with CONTRACTOR on necessary number, content and placement of signs.

15. COMPENSATION

See Attachment B, Sections 1 and 2.

Attachment A

16. COLLECTION OF REUSABLE MATERIALS

COUNTY agrees to work with CONTRACTOR to develop a system and amend contract provisions, if necessary, whereby CONTRACTOR accepts reusable items, including the method and location of disposition of such materials (e.g., sold or given away at CONTRACTOR's thrift store). No scavenging allowed at Buena Vista Landfill and Ben Lomond Transfer Station.

17. FREE DUMPING

CONTRACTOR may use the COUNTY disposal site at no cost for ongoing disposal of residual trash coincidental from the operation of the Buena Vista and Ben Lomond recycling centers. Disposal of unusually large amounts or loads of unsaleable (contaminated) recyclables require advance COUNTY approval. Disposal of recyclables may be allowed only if it is documented to COUNTY that no other options are available. CONTRACTOR agrees to make all reasonable efforts to minimize residuals associated with drop-off operations.

18. OFFICE BUILDING

COUNTY shall provide a structure at least 8' by 10' for office or shelter at the Buena Vista recycling center, unless otherwise agreed.

19. LAVATORY FACILITIES

CONTRACTOR's Buena Vista and Ben Lomond employees may use COUNTY lavatory facilities. A port-a-potty is provided at the recycle area.

20. WATER, ELECTRICAL POWER AND FORKLIFT FUEL

COUNTY shall provide access to on-site water and electrical power service and provide propane fuel for forklifts at no cost to CONTRACTOR for Buena Vista and Ben Lomond operations.

21. SITE CONTROL

The Director or his/her designated representative, as the responsible agent for administration and operation of the Buena Vista Landfill and Ben Lomond Transfer Station, shall have complete authority to modify operating procedures of the CONTRACTOR at the Buena Vista Landfill and Ben Lomond Transfer Station as it pertains to the efficient operation and safety of the site. The decision of the Director shall be the final decision in any matter of dispute.

22. RIGHT OF INSPECTION

COUNTY shall have the right, at all reasonable times during this Agreement, to enter the drop-off recycling centers premises to inspect the premises and the conduct of business thereon. COUNTY shall have the right to conduct SWPPP and safety inspections and review compliance logs and other documentation.

Attachment A

23. ALTERATIONS TO PREMISES

CONTRACTOR shall make no structural alterations or improvements to the Buena Vista or Ben Lomond recycling center without first obtaining written consent of the COUNTY.

24. PERMITS AND ENVIRONMENTAL DOCUMENTS

COUNTY shall be responsible for any permits and environmental documents necessary for operation of the Buena Vista and Ben Lomond recycling centers.

25. EMPLOYEE SAFETY AND CONDUCT

CONTRACTOR shall ensure staff are given adequate safety training that meets Cal/OSHA Title 8 standards and that staff use appropriate personal protective equipment (PPE). CONTRACTOR shall conduct safety meetings on-site at both Buena Vista and Ben Lomond at a minimum monthly and ensure that its drop-off recycling center employees regularly attend these safety meetings.

CONTRACTOR shall invite and allow COUNTY disposal site managers and safety staff to attend and participate in the on-site safety meetings. CONTRACTOR shall ensure that employees working at recycling centers wear and are supplied and properly fitted with approved steel-toed safety boots, high visibility traffic vests, hard hats, protective eyewear and appropriate gloves. CONTRACTOR shall ensure all employees using forklift have received OSHA forklift training certification and per OSHA standard 1910.178(l)(4), forklift refresher training must be provided if any one of the following five (5) situations arise:

1. The operator has been observed operating the forklift in an unsafe manner.
2. The operator is assigned a different type of forklift.
3. The operator has been involved in an incident or near-miss.
4. The operator's evaluation reveals they are not using proper forklift safety procedures.
5. Changes in the workplace could affect the safe operation of the forklift.

CONTRACTOR shall ensure all employees take breaks in designated break area outside of working areas. CONTRACTOR shall be responsible for ensuring the effective policies and procedures concerning the prevention of harassment exist in compliance with Section B.4. County of Santa Cruz Equal Opportunity/Nondiscrimination Policy, Harassment Policy:

"Contractors with the County of Santa Cruz shall be responsible for insuring that effective policies and procedures concerning the prevention of harassment exist in their companies as part of the requirements under the equal employment opportunity /non-discrimination clause of their contracts with the County in a manner consistent with the purpose and intent of this policy."

Attachment B Terms of Payment

- (1) The total amount to be paid by the COUNTY to the CONTRACTOR is \$409,003.00.
- (2) COUNTY shall pay CONTRACTOR for its actual expenses incurred in the operation of the Buena Vista and Ben Lomond recycling centers up to the total compensation amount as indicated in the attached Independent Contractor Agreement. Payments shall be made on the basis of monthly claims (invoices) not-to-exceed one sixth (1/6th) of the contract amount submitted electronically to COUNTY Public Works Department Accounts Payable (email address: Accounts.Payable@santacruzcountyca.gov), which claims shall include records of revenues, expenditures and labor hours with supporting documentation.
- (3) No later than the 20th of each month, CONTRACTOR shall submit to the COUNTY a report documenting the activity for the month prior. This report shall be submitted electronically with the monthly invoice (as detailed in Section 2, above). Said report shall include for each site and each material: quantity received, sold or otherwise moved off-site; residue disposal quantities; summary of market information (as detailed in Section 9, Attachment A); expenses (receipt, processing, shipping); summary of problems with operation; need for public information relevant to center operation; tonnage and expense associated with processing at the Buena Vista and Ben Lomond drop-off recycling centers; and materials collected by CONTRACTOR from sources other than said location. Such reporting shall be in a manner consistent with COUNTY'S obligations under AB 939.
- (4) COUNTY and CONTRACTOR shall share all revenue, net of hauling expense, from the sale of recyclable materials dropped off at the recycling centers during term of the contract. Said revenue up to and including one-hundred-and-fifty-thousand dollars (\$150,000) during the term shall be shared on a fifteen percent (15%) to eighty-five percent (85%) basis, with COUNTY receiving the smaller share and CONTRACTOR receiving the larger share. Revenue over one-hundred-and-fifty-thousand dollars (\$150,000), if any, shall be shared equally between COUNTY and CONTRACTOR on a fifty percent (50%) to fifty percent (50%) basis. Said revenue sharing shall be payable on a quarterly basis and due no later than the 20th of the month following each quarter.
- (5) COUNTY shall review CONTRACTOR'S submitted invoices and monthly activity report backup documentation within fifteen (15) business days before issuing payment or requesting corrected/additional documentation.

7/12/2024

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lamb Insurance Services 420 Lexington Avenue Suite 2620 New York NY 10170 INSURED Grey Bears 2710 Chanticleer Avenue Santa Cruz CA 95065-1812	License#: PC-1013055 GREYBEA-02	CONTACT NAME:		
		PHONE (A/C, No, Ext):	FAX (A/C, No):	
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Church Mutual Insurance Compan		18767
		INSURER B : Nonprofits Insurance Alliance		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		


REVISION NUMBER:

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 OR 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.

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY			Y		2024-00002	7/1/2024	7/1/2025	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000</div> <div>MED EXP (Any one person) \$ 20,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div> <div>\$</div>	
	<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR									
	<input type="checkbox"/>										
	<input type="checkbox"/>										
		GEN'L AGGREGATE LIMIT APPLIES PER:									
	<input checked="" type="checkbox"/>	POLICY	<input type="checkbox"/>	PRO-JECT	<input type="checkbox"/>	LOC					
	<input type="checkbox"/>	OTHER:									
B	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY					2024-00002	7/1/2024	7/1/2025	<div>COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div> <div>\$</div>	
	<input checked="" type="checkbox"/>	ANY AUTO									
	<input type="checkbox"/>	OWNED AUTOS ONLY		<input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	<input checked="" type="checkbox"/>	HIRED AUTOS ONLY		<input checked="" type="checkbox"/>							
	<input type="checkbox"/>			<input type="checkbox"/>							
B	<input checked="" type="checkbox"/>	UMBRELLA LIAB		<input checked="" type="checkbox"/>	OCCUR		2024-00002-UMB	7/1/2024	7/1/2025	<div>EACH OCCURRENCE \$ 2,000,000</div> <div>AGGREGATE \$ 2,000,000</div> <div>\$</div>	
	<input type="checkbox"/>	EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE						
	<input type="checkbox"/>	DED	<input type="checkbox"/>	RETENTION \$							
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below				N / A	041523407768447	7/1/2024	7/1/2025	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>	
B		Professional Liability					2024-00002	7/1/2024	7/1/2025	\$1M / \$2M limits	
B		Sexual Abuse & Molestation					2024-00002	7/1/2024	7/1/2025	\$500K / \$500K limits	

The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operation & activities of, or behalf of, the named insured. This insurance shall not be canceled until after thirty (30) days prior written notice has been given.; Locations Scheduled: Loc. 3- 1231 Buena Vista, Santa Cruz, CA. 95062 Loc. 6- 9835 Newell Creek Rd. Ben Lomond, CA. 95005

CANCELLATION

<p>County of Santa Cruz 701 Ocean St, Room 410 Santa Cruz CA 95060</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 

POLICY NUMBER: 2024-00002
Named Insured: Grey Bears

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name Of Additional Insured Person(s) Or Organization(s):</p> <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDED
NOTICE OF CANCELLATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
BUSINESS AUTO COVERAGE FORM

Cancellation: 30 Days Notice of Cancellation

Person or Organization

County of Santa Cruz; Auditor-Controller
City of Santa Cruz Risk Management
County of Santa Cruz Human Services Department
County of Santa Cruz Public Works Department

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, we will mail notice of cancellation to the person or organization shown above. We will mail such notice to the address shown at least the number of days shown for cancellation.

Certificate Of Completion

Envelope Id: 3B25C326-FDDD-412C-8C99-EEDA69A4C800
 Subject: Complete with Docusign: Contract No 26D2738 Grey Bears.pdf
 Source Envelope:
 Document Pages: 22
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent
 Envelope Originator:
 Rosa Ortiz-Rocha
 701 Ocean Street
 Santa Cruz, CA 95060
 Rosa.Ortiz-Rocha@santacruzcountyca.gov
 IP Address: 63.194.190.100

Record Tracking

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Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: County of Santa Cruz	Location: Docusign

Signer Events

Natalie Kirkish
 Natalie.Kirkish@santacruzcountyca.gov
 County Counsel
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

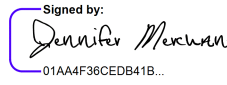
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 Signed: 4/23/2025 5:14:15 PM

Electronic Record and Signature Disclosure:
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Jennifer Merchant
 jennifer@greybears.org
 Executive Director
 Security Level: Email, Account Authentication (None)

Signed by:

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 Using IP Address: 99.43.89.85

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Gina Borasi
 Gina.Borasi@santacruzcountyca.gov
 Risk Manager
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Signed by:

 E4EADC5BA53B4DB...
 Signature Adoption: Pre-selected Style
 Using IP Address: 63.194.190.100

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Rosa Ortiz-Rocha
 rosa.ortiz-rocha@santacruzcountyca.gov
 Executive Secretary
 County of Santa Cruz
 Security Level: Email, Account Authentication (None)

Sent: 4/25/2025 2:30:05 PM
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Signer Events	Signature	Timestamp
Matt Machado Matt.Machado@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 3/1/2022 8:22:46 AM ID: 82550d6a-8dcd-4ff4-b394-1d902bcd64c7		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Santa Cruz (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Santa Cruz:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: nada.algharib@santacruzcounty.us

To advise County of Santa Cruz of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at nada.algharib@santacruzcounty.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Santa Cruz

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Santa Cruz

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to nada.algharib@santacruzcounty.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.