

**SANTA CRUZ COUNTY  
BOARD OF SUPERVISORS INDEX SHEET**

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**Creation Date:** 3/10/04  
**Source Code:** PUBWK  
**Agenda Date:** 3/16/04  
**INVENUM :** 54208

**Resolution(s):**

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**Ordinance(s):**

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**Contract(s):** 33143

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**Continue Date(s):**

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**Index:** --Letter of Public Works Department dated March 4, 2004  
--Independent Contractor Agreement  
--**Scope of Work**  
--**Budget**

**Item: 33.** APPROVED independent contractor agreement with Ecology Action for an educational project promoting green building materials, for a not-to-exceed amount of \$24,987; authorized the Director of Public Works to sign the agreement on behalf of the County, as recommended by the Director of Public Works



# County of Santa Cruz

## DEPARTMENT OF PUBLIC WORKS

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

THOMAS L. BOLICH  
DIRECTOR OF PUBLIC WORKS

APPROVED AND FILED  
BOARD OF SUPERVISORS

DATE: 3/16/04  
COUNTY OF SANTA CRUZ

SUSAN A. MAURIBELLO  
EX-OFFICIO CLERK OF THE BOARD

AGENDA: MARCH 16, 2004

March 4, 2004

BY: *Susan Mauribello*  
SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street  
Santa Cruz, California 95060

SUBJECT: WASTE REDUCTION GRANT PROGRAM PROPOSAL

Members of the Board:

In accordance with the Waste Reduction Grants Program Procedures approved by your Board on June 3, 1997, the grant evaluation team convened on November 12, 2003, to rate five grant applications submitted during the preceding months. One of those proposals is presented here today for your consideration.

Ecology Action of Santa Cruz submitted a successful proposal to reduce construction and demolition waste through promotion of environmentally preferable building materials, for \$24,987. The project would place educational kiosks adjacent to local government building counters and target information to builders and contractors. The kiosks would be constructed of and display samples of salvaged, high recycled-content and recyclable building materials. Such products, with an emphasis on those which are produced or available locally, would also be featured in printed literature and on an internet site. Characterization studies of our County's waste stream have concluded that construction and demolition waste is one of the largest components of discards which is still being landfilled. This proposal will specifically focus on education and promotion for our County's new construction and demolition diversion program.

According to the Waste Reduction Grant Program Procedures adopted by your Board, Public Works has negotiated a contract with the recommended applicant, which is attached for your Board's approval. Sufficient funds are available in the CSA No. 9C Solid Waste Budget for this purpose.

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

1. Approve the attached independent contractor agreement with Ecology Action for an educational project promoting green building materials, for a not-to-exceed amount of \$24,987.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

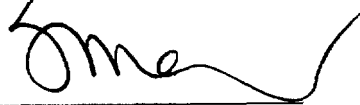


THOMAS L. BOLICH  
Director of Public Works

TLB:JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works  
Ecology Action of Santa Cruz  
General Services

waste-reduction-m.wpd

# COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors  
County Administrative Office  
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 2-10-04 (Date)  
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One)

Expenditure Agreement  Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)  
ECOLOGY ACTION OF SANTA CRUZ  
and P.O. BOX 1188, SANTA CRUZ, CA 95061 (Name/Address)

2. The agreement will provide CONSTRUCTION AND DEMOLITION WASTE REDUCTION THROUGH GREEN MATERIALS PROJECT

3. Period of the agreement is from JULY 1, 2003 to JUNE 30, 2004

4. Anticipated Cost is ~~XXXXXX~~ \$24,987.00  Fixed  Monthly Rate  Annual Rate  Not to Exceed

Remarks: CONTRACT \$24,987.00; 7% OVERHEAD \$1,749.09; TOTAL \$26,736.09

5. Detail:  On Continuing Agreements List for FY \_\_\_\_\_ Page CC-\_\_\_\_\_ Contract No: 33143 OR  1<sup>st</sup> Time Agreement  
 Section II No Board letter required, will be listed under Item 8  
 Section III Board letter required  
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110! 51058! 3665! (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been Contract No: 33143  
are not available and will be By: Audit [Signature] or Deputy Date: 2/10/04

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize DIRECTOR OF PUBLIC WORKS (Dept/Agency Head) to execute on behalf of the PUBLIC WORKS DEPARTMENT (Department/Agency)

Date: 3-5-04 By: [Signature]  
JS:mg County Administrative Office

Distribution:  
Board of Supervisors - White  
Auditor Controller - Canary  
Auditor-Controller - Pink  
Department - Gold  
State of California  
County of Santa Cruz  
[Signature] 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 Office by an order duly entered in the minutes of said Board on 3/10 2004  
[Signature]  
By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	Lines	H/TL	Keyed By	Date
Document No.	JE Amount				<b>33</b>
TC110	\$	Amount	Index	Sub object	User Code
Auditor Description					

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 16th day of March, 2004, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct construction and demolition waste reduction through Green Materials Project, as described in the Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Compensation shall not exceed \$24,987, as described in the Scope of Work.

3. TERM. The term of this contract shall be: Board approval through 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 \_\_\_\_\_ / \_\_\_\_\_

3/16/04  
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A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here \_\_\_\_\_

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees); leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here \_\_\_\_\_/\_\_\_\_\_.

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 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:

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

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

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

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

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(3) 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.

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12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

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

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

15. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

16. LIVING WAGE. This agreement is covered under Living Wage provisions if this section is initialed by COUNTY \_\_\_\_\_

This agreement is subject to the provisions of Santa Cruz County Code Chapter 2.122, requiring payment of a living wage to covered employees, if item #16 above is initialed by the COUNTY. Non-compliance during the term of the contract will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

If a contract for Living Wage covered services in excess of \$50,000 is terminated prior to its expiration, any new contract with a subsequent contractor for the same services must include this term:

“CONTRACTOR shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of the prior contractor, (3) employed by the prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the COUNTY, the CONTRACTOR shall demonstrate to the COUNTY that good faith efforts have been made to comply with this provision.”

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

COUNTY OF SANTA CRUZ

By: *T. Bolien*  
Director of Public Works

CONTRACTOR  
ECOLOGY ACTION OF SANTA CRUZ

By: *[Signature]*  
Address: P.O. Box 1188  
Santa Cruz CA 95061

APPROVED AS TO FORM:

By: *Samuel Taylor 3/1/04*  
Assistant County Counsel

Telephone: (831) 426 5925

FAX: (831) 425-1404

E-MAIL gjohnson@ecoact.org

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:mg

ecology-m.wpd

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

## SCOPE OF WORK

### Waste Reduction Grants Program

**Project: Construction and Demolition Waste Reduction Through Green Materials**

**Contractor: Ecology Action of Santa Cruz**

#### 1. **Workplan**

The purpose of this project is to conduct an educational campaign to reduce construction and demolition waste and divert such waste from County landfill. This project will provide educational outreach support to the County's Construction and Demolition Waste Diversion Program. In furtherance of this purpose, Contractor will perform the following tasks:

##### A. Educational Content Development

Finalize selection of a minimum of 40 building materials with significant potential to reduce the construction and demolition waste stream in Santa Cruz County. Selection will include locally available and locally manufactured materials. Research and develop waste reduction guidelines for the selected building materials, including opportunities for substitution, reuse and recycling. Educational materials will specifically promote the County's construction and demolition waste diversion program. Content and format of educational materials are subject to review by the County before publication or display.

##### B. Web Tool

Design, develop, and publish a searchable website to display the Educational Content, describing opportunities for substitution, reduction, reuse, and recycling of the selected building materials. Obtain a unique and appropriate URL for the website. Website will direct users to additional online County resources. Links to other relevant online green building and waste reduction resources will be included as well.

##### C. Brochures

Develop and print brochures summarizing the Educational Content published on the website, for community members who prefer printed documentation. Install brochures in Kiosks for distribution.

##### D. Kiosks

Design, build and place green building materials Kiosk at each of the County Planning counters (701 Ocean St., Felton, and Aptos) as well as the Scotts Valley Planning counter. Kiosks will feature samples of selected building materials for examination by visitors. The **Kiosks** will display portions of the Educational Content, and direct visitors to the brochure and website for additional information.

##### E. Acknowledgement

All published and displayed educational materials will acknowledge funding support from the County of Santa Cruz Board of Supervisors.

F. Project Administration, Reporting and Evaluation

Submit monthly progress reports including itemization of work performed and work samples. First report will include an accounting of research that has already been done or is available for use in the project. Final report will include an evaluation of the project and recommendations for continuation of services provided under the grant. Project financing will be administered by Ecology Action (Finance Director Evan Parker) to ensure the project stays on budget and on schedule.

G. Ownership

The County will retain the right, at its sole option, to assume possession and maintenance of the Kiosks, URL, and Educational Content developed under this grant.

**2. Compensation**

The County will reimburse Contractor within the maximum amount of this Agreement for materials and equipment to carry out Scope of Work tasks upon submission of progress reports, time logs, and itemized receipts, for expenses specified in the Budget below and others approved in advance by County. Labor will be paid on actual hours worked at the labor rate specified in the Budget. The dates and amounts in the Timeline and Budget below are for planning purposes and may be adjusted by mutual agreement of Contractor **and** County.

## Timeline

<b>Element</b>	<b>Phase I</b>	<b>Phase II</b>	<b>Phase III</b>
<b>Educational Content Development</b>  <i>Timeline</i>	Survey of Sustainable Construction Material Information Resources  <i>July-December 2003*</i>	Completion of Assembly of Relevant Data  <i>February 2004</i>	Synthesis into Materials Selection Template Format  <i>Feb - March 2004</i>
<b>Web Tool and Brochure Tasks</b>  <i>Timeline</i>	Graphic Design of HTML and Print Document Templates, & Secure URL  <i>March 2004</i>	Editing and Insertion of Educational Content into Website and Files for Print Brochure  <i>April 2004</i>	Publish Web Tool and Print Brochure  <i>May 2004</i>
<b>Kiosk Construction Tasks</b>  <i>Timeline</i>	Design  <i>April 2004</i>	Construction  <i>May 2004</i>	Delivery and Set Up – <i>Project Complete</i>  <i>June 2004</i>

\* Foundation Investment; research prior to approval is included for clarity and is not billable to grant.

## Budget

### Waste Reduction Grants Program

Project: Construction and Demolition Waste Reduction Through Green Materials

Contractor: Ecology Action of Santa Cruz

Item	Consultant Time	Material Expense
<i>Educational Content Development</i>		
40 Classes of Materials x 8 hours @ \$35 per hour	\$11,200	
<i>Kiosks</i>		
Kiosk Design: 40 hours @ \$35/hour	\$1,400	
Structural materials and hardware: \$400 per kiosk x 5 kiosks		\$2,000
Samples of featured materials: \$100 per kiosk		\$500
Kiosk assembly: 5 hours per kiosk @ \$35/hour	875	
Installation of samples and finishing: 5 kiosks x 4 hours each @ \$35/hour	\$700	
<i>Web Tool</i>		
Forwarded Direct Internet URL (Web Address), 2 years		\$4,000
Website design: 125 hours @ \$35/hour	\$4,375	
<i>Brochure</i>		
Formatting printed brochure and graphic design: 80 Hours @ \$35/hour	\$2,800	
Printing: 350 copies of 40-page brochure on 70# 8 1/2 x 11 paper (Quoted by Community Printers)		\$1,090
<i>Grant administration, office space, insurance, and development assistance</i> (In-kind donation of \$4750.00 by Ecology Action)		
<b>Total Staff and Materials Cost Not To Exceed</b>		<b>\$24,985</b>

### Ecology Action Labor Rates -Waste Reduction Grant Program

Consulting Time	\$35/hour
Kiosk Fabrication	\$35/hour

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) 09/17/2003
PRODUCER (831) 425-2090 Wm. W. Kelly & Co., Inc. 211 River Street P. O. Box 1702 Santa Cruz, CA 95061	FAX (831) 423-0641	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.
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED Ecology Action of Santa Cruz P.O. Box 1188 Santa Cruz, CA 95061-1188		INSURER A: NIAC
		INSURER B: American International Group
		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)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CWB0001751-0010071	09/15/2003	09/15/2004	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$ 50,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY	2002-10071	09/15/2003	09/15/2004	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	GARAGE LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> ANY AUTO				AGGREGATE \$
	EXCESS LIABILITY				\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				\$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 075-76-45	06/08/2003	06/08/2004	WC STATE-TORY LIMITS OTHER
					E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The County of Santa Cruz, it's officials, employees, agents and volunteers are added as Additional Insured as respects to the operations and activities of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz under endorsement # CG 20 26 11 85.

CERTIFICATE HOLDER	ADDITIONAL INSURED/INSURER LETTER	CANCELLATION
County of Santa Cruz Attn: Jeffrey Smadberg/ Dan de Grassi Department of Public Works 701 Ocean Street Room #410 Santa Cruz, CA 95060		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE EFFECT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE Thomas Kelly

County of Santa Cruz  
FY 2003/04 - LIVING WAGE DATA REPORT

Agency Name: ECOLOGY ACTION IN S.C. Contract No. 30061 County Dept. Public Works

Please complete this form checking all appropriate boxes for all covered employees in your agency. Covered employees are defined in the ordinance as any employee of a nonprofit contractor who lives or works in Santa Cruz County. The signature and date on this form will serve as self-certification of the agency's ordinance exemption Status.

1. Collective Bargaining Agreement

Check this box if positions in this agency are represented by a bargaining unit or labor union and have a collective bargaining agreement in effect.

2. All Positions Paid Living Wage Rates (\$11.65/hr with benefits; \$12.71 without benefits)

If all positions in this agency have pay rates that are at or above the living wage rates, check this box.

3. Living Wage Ordinance Exemption Categories

Check this box if your agency is exempt from the requirements of the ordinance. Indicate by checking the appropriate box(es) below which exemption(s) applies to your agency:

- A. Agency has five or fewer employees.
- B. Agency has cumulative contracts with the County in current fiscal year less than \$15,000

If items 1, 2, or 3 are checked, your agency is exempt from wage data reporting requirements. No additional forms are required. Sign and date this form and return to appropriate County Department.

4. A Program In Our Agency Does Not Receive Any County Funds

Check this box if a program in your agency is exempt based on the fact that it receives no County funding. Indicate the program in your agency that falls under this exemption and the number of program employees. Program Name: \_\_\_\_\_ No. of Employees: \_\_\_\_\_

5. Some Positions Have Pay Rates Less Than Living Wage Rates

Check this box if any positions in this agency have any part of their pay ranges at less than the living wage rates. If this box is checked, the following additional form must be completed and returned with your signed contract: Non-Wage Provisions Self-Certification Form (Form 2)

All non-profit agencies not exempt from the new living wage ordinance requirements must also provide wage data information for all employees in job classifications paying less than the current living wage standard. A form to collect this information will be electronically distributed to non-profit contractors in January with a March deadline (date to be determined) to complete and return to the County.

I certify, under penalty of perjury, that the above information is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Executive Director  
\_\_\_\_\_  
Date 9-5-03

Section Below is Optional

Efforts to Maintain and Increase Wages for Positions (Check all applicable boxes)

- Our agency was able to bring all workers up to a living wage in FY \_\_\_\_.
- Our agency was not able to increase pay rates for employee positions in the FY 2003-04 budget.
- Pay rates for positions in this agency were not reduced in the budget for FY 2003-04.
- Our agency was able to give our employees the following pay increases (fill in blanks):  
Cost of Living Adjustment (COLA) increases of \_\_\_\_\_ %  
Step or annual increases of \_\_\_\_\_ (% or \$\$)
- Our agency was able to increase employer-sponsored benefits (Check appropriate boxes):

- Health insurance
- Unpaid sick leave

Benefits

TO: JEFFREY SWANBERG	FROM: EVMU PAPER
CO/DEPT: PUBLIC WORKS	ECOLOGY ACTION
PHONE: 454-2385	
FAX: 454-2385	
E-MAIL:	
NAME:	

QUICK FAX OFFICEMAX