



# County of Santa Cruz 0293

## DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070  
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM  
DIRECTOR OF PUBLIC WORKS

AGENDA: JUNE 20, 2000

June 8, 2000

### 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 Grant Program Procedures approved by your Board on June 3, 1997, the grant evaluation team convened on April 7, 2000, and rated a grant application with a qualifying score.

The application from O'Neill Sea Odyssey proposes to add a waste reduction component to their existing hands-on, ocean-based environmental educational program that reaches 3,000 to 4,500 4th through 8th grade students annually from schools in Santa Cruz County and throughout the Central Coast region. The educational experience in conservation, ecology, navigation, and marine science takes place at a shore-side laboratory as well as on board a 65-foot catamaran sailing in the Monterey Bay.

Specific goals of the Divert on Land, Learn at Sea project, which would be funded by the grant, are to add waste reduction and diversion education to the course curriculum and to make waste reduction and diversion the focus of community service projects.

O'Neill Sea Odyssey will develop a curriculum on waste reduction and diversion that it will incorporate into the ecology unit, which is one-third of its three-hour course. The new curriculum, to teach youth the value that waste stream diversion has in the protection of the environment, will be developed in consultation with the County of Santa Cruz Office of Education to be consistent with the Public Schools Resource Conservation Program curriculum. A curriculum developed with grant funding will be incorporated into the ongoing Sea Odyssey program.

Completion of community service projects is required of all students participating in the Sea Odyssey program. Community service projects focusing on waste reduction or diversion will include such activities as recycling, recycling awareness, school composting, and beach cleanups. Grant funding will be used to develop a database of projects' and tools needed for their execution to be used for many years to come.

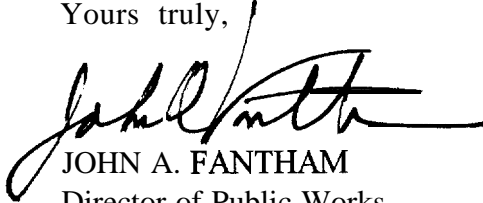
O'Neill Sea Odyssey has been offering its educational program since 1996. The Waste Reduction Grant request, for one-time program development, is a small portion of Sea Odyssey's annual budget of \$335,000, which is secured from public and private sources and the organization's business activities.

According to procedures, Public Works has negotiated a contract with the successful applicant. The contract is attached for your Board's approval. Cost for the proposed project is \$24,684, and sufficient funds are available in the CSA 9C Solid Waste Budget for this purpose,

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

1. Approve an independent contractor agreement with O'Neill Sea Odyssey to conduct the Divert on Land, Learn at Sea project for a not-to-exceed amount of \$24,684.
2. Authorize the Director of Public Works to sign the contract on behalf of the County of Santa Cruz.

Yours truly,

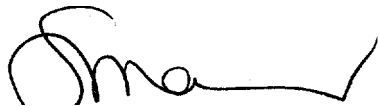


JOHN A. FANTHAM  
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works  
O'Neill Sea Odyssey

WRGM

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0295

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)  
and O'NEILL SEA ODYSSEY. P.O. BOX 6300, SANTA CRUZ, CA 95063 (Name & Address)

2. The agreement will provide DIVERT ON LAND, LEARN AT SEA PROJECT

3. The agreement is needed BECAUSE THIS WORK CAN BE DONE MOST EXPEDITIOUSLY BY CONTRACT

Period of the agreement is from DATE OF APPROVAL to JUNE 30, 2000

5. Anticipated cost is \$24,684.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$24,684.00; 7% OVERHEAD \$1,727.88; total \$26,411.88

7. Appropriations are budgeted in 51058 !3665! 625110! 3 5 (Index#) 0 (Subobject)

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

Appropriation are available and have been encumbered. Contract No. CO 92112 Date 6/6/2000

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Shaw Deputy.

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

(Agency)

County Administrative Officer

Remarks:

(Analyst)

By D t e

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

JS:mg

Distribut on:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss

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

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BY \_\_\_\_\_ Deputy

INDEPENDENT CONTRACTOR AGREEMENT

0296

THIS CONTRACT is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2000 by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and O'NEILL SEA ODYSSEY hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Conduct "Divert on Land, Learn at Sea" project, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$24,684.00 in a manner described in Scope of Work.

3. TERM. The term of this contract shall be: from date of execution until completion.

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTORS 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 CONTRACTORS 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 CONTRACTORS insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to

each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here \_\_\_\_/\_\_\_\_.

A. Types of Insurance and Minimum Limits

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

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

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

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY - \_\_\_\_/\_\_\_\_ -

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years **after** the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

(3) All required insurance policies shall be endorsed to contain the following clause:

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: **DAN DE GRASSI**  
**COUNTY OF SANTA CRUZ**  
**PUBLIC WORKS DEPARTMENT**  
**701 OCEAN STREET, ROOM 410**  
**SANTA CRUZ, CA 95060**

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to: **DAN DE GRASSI**  
**COUNTY OF SANTA CRUZ**  
**PUBLIC WORKS DEPARTMENT**  
**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) The CONTRACTOR shall furnish COUNTY **Affirmative** Action Office information and reports in the prescribed reporting format (PER 4012) **identifying** the sex, race, physical or mental disability and job classification of its employees and the names,

dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

COUNTY OF SANTA CRUZ

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

APPROVED AS TO FORM:

By: *Sue Tan* 6/7/00  
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller  
Contractor  
Public Works

JS:bbs

CONTRACTOR  
O'NEILL SEA ODYSSEY

By: *[Signature]*

Address: P. O. Box 6300  
Santa Cruz, CA 95063

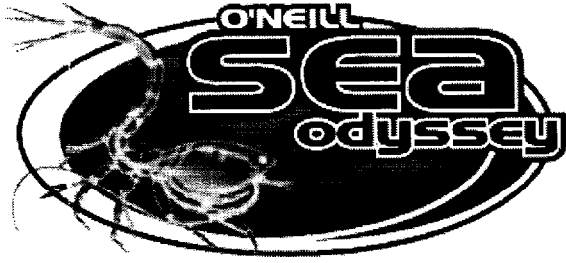
Telephone: (83 1) 465-9390

FAX:

E-MAIL dhaifley@oneillseaodyssey.org

ONB





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## SCOPE OF WORK

**Program:** County of Santa Cruz Waste Reduction Grant  
**Project:** Divert on Land, Learn at Sea  
**Agency:** O'Neill Sea Odyssey

### Project Overview:

O' Neill Sea Odyssey's Divert on Land, Learn at Sea project is described in the attached Project Description.

### Work Tasks:

<b>Task</b>	<b>Time Frame</b>	<b>Milestones</b>
Re-write/test Ecology Curriculum	7/1/2000 to 11/30/2000	Draft Curriculum developed
Submit Draft Curriculum for County Approval	11/30/2000	Present to County Public Works
Revise Curriculum	1/1/2001 to 2/1/2001	Revised Curriculum presented to County PW
Train Ecology Instructors on New Curriculum	2/1/2001 to 4/1/2001	Instructors complete training and test curriculum
OSO Ecology Unit Used in Program	4/1/2000 throughout	Youth understand waste reduction concepts
Final report on Curriculum component	9/1/2001	Development process and experience reported
Analyze Past Projects	7/1/2000 to 8/1/2000	Provide analysis for Project List
Develop List of Projects	8/1/2000 to 9/1/2000	Post List on Website, provide for classes/centers
Schedule Projects	10/1/2000 to 9/30/2001	Completion of projects and admission to program
Contact classes/centers to ensure project completion	10/1/2000 to 9/30/2001	Check-off on database and admission to program
Provide classes references for project tools	10/1/2000 to 9/30/2001	Completion of individual projects
Add Community Service to Evaluation	9/1/2000 to 10/1/2000	New Evaluation Form
Class database	7/1/2000 to 6/30/2001	Community service data in database
Final report on Community Svc Project component	9/1/2001	Projects undertaken and completed reported
2001 Program Evaluation	12/1/2001	Report forwarded from United Schools Agency

### Project Deliverables

(Percentages specify allowable payment amount upon completion of task for the purpose of County reimbursement.)

- 1) Curriculum Development (60%)
  - Draft curriculum to County Public Works for approval (10%)
  - Final curriculum to County Public Works for approval (15%)
  - Approved curriculum put to use in classes and included in daily evaluation procedure by teachers and parent chaperones (10%)
  - Final report on curriculum development process and teaching experience (20%)
  - Follow-up report by outside evaluator (5%)

- 2) Community Service Projects (40%)  
 Analyze past projects and develop list of potential projects (10%)  
 List potential community service projects, project tool resources, and enforceability language on website and in application (5%)  
 Final report on implementation and completion rate of community service projects with waste reduction focus (25%)

### Compensation

Reimbursement requests will be submitted to the County for labor, according to the labor rates specified below, and other expenses approved in advance by County Public Works in carrying out project tasks, with submission of time logs, receipts, and progress reports. Interim reimbursement payments will not exceed the percentage allowed upon completion of each Project Deliverable as described above. Five percent (5%) of the maximum reimbursement amount will be withheld until the final reports and evaluations are submitted and approved by County Public Works.

All work performed will be done by staff at the following rates, which include benefits:

Executive Director (\$38.88/hour)

Education Coordinator (\$31.81/hour)

Ecology Instructors & Bilingual Instructors (\$17.95/hour, increasing to \$18.85/hour on November 1, 2000)

The Education Coordinator will handle scheduling of community service projects, the Executive Director and Education Coordinator will undertake planning and coordination of curriculum changes and community service projects, and the Ecology Instructors and Bilingual Instructors will undertake preparation and teaching youths in the program.

The budgets and timeline in this Scope of Work are for planning purposes and may be adjusted with the consent of County Public Works.

### Project Budget

(Estimate of Cost by Project Component)

#### **Curriculum Costs**

Subtotal Hourly:	\$10,900
Benefits:	1,330
Share of Evaluation (consultant):	1,800
<b>Total Curriculum Costs:</b>	<b>\$14,030</b>

#### **Community Service Project Staff Costs:**

Subtotal Hourly:	<b>\$8,246</b>
Benefits:	1,008
Share of Evaluation (consultant):	1,400
<b>Total Community Service Costs:</b>	<b>\$10,654</b>

**Grand Total:** **\$24,684**

### Labor Budget

(Estimate of Labor Hours by Work Task)

#### **Curriculum Development**

Revise Curriculum:	70 hours
Submit Draft:	20 hours
Rewrite/Test:	183 hours
Train Ecology/Bilingual Instructors:	100 hours
Ecology Unit Use:	287 hours
<b>Curriculum Total:</b>	<b>660 hours</b>

#### **Community Service Projects**

Analyze Past Projects:	67 hours
Develop List of Projects:	36 hours
Schedule Projects:	70 hours
Ensure Completion:	70 hours
Refer Tools:	70 hours
Add Community Svc. to Evaluation:	4 hours
Class Database:	20 hours
<b>Community Service Total:</b>	<b>337 hours</b>

**Evaluation:** **30 hours**

**PROJECT DESCRIPTION**

**Goal**

O'Neill Sea Odyssey is incorporated as a non-profit corporation with a mission to provide a hands-on educational experience to encourage the protection and preservation of the living sea. Specific goals of the Divert on Land, Learn at Sea project are:

- To strengthen our O'Neill Sea Odyssey's community service projects and make waste reduction and diversion their focus;
- To add waste reduction to the ecology unit, which is 1/3 of our three hour environmental education program; and
- To provide waste reduction and diversion education to the 3,000 to 4,500 4th through 8th grade students a year who participate in our program.

**Target Audience**

Contractor offers a free educational program to 4th through 8th grade students from Monterey, San Benito, Santa Clara and Santa Cruz counties, and elsewhere in California, who have completed environmental projects and whose classes have a science curriculum.

Youth recruitment is done via fliers sent to classroom teachers, via area County Offices of Education, through the CREEC (California Regional Environmental Education Coordinators) network, though the use of the news media, through personal contact, from community centers that serve low-income minority youth, and through Contractor's website.

A target of 120 classes is conducted providing instruction to a target of 4,500 youth annually.

A target of 20% of the youths that utilize classes are from disadvantaged areas, primarily Hispanic and poor, or disabled.

All instruction has Spanish language translation available given appropriate advance arrangements.

**Education**

Contractor provides an ocean-based environmental educational experience in conservation, ecology, navigation, and marine science on board a 6.5foot catamaran sailing in the Monterey Bay.

Contractor utilizes a shore-side Education Center to provide space for lab work and group discussion. The Center includes a computer network to allow students to view data obtained by themselves and other classes

Contractor provides students with information and facilitates discussion on education and career paths to environmental careers, including those in the area of waste reduction, in conjunction with the Marine Advanced Technology Education (MATE) Center. A link to MATE's website is available in the Education Center.

**Curriculum**

Contractor will develop curriculum on waste reduction and diversion which it will incorporate into the ecology unit, which is one-third of its three hour course. The new curriculum, to teach youth the value that waste stream diversion has in the protection of the environment, will be developed in consultation with the County of Santa Cruz Office of Education to be consistent with the Public Schools Resource Conservation Program curriculum, and will be subject to approval by County Public Works before adoption.

Contractor's ecology curriculum will utilize a watershed model and a bathometric map of the Monterey Bay National Marine Sanctuary to illustrate how waste travels through a watershed and into the Sanctuary.

### **Community Service Projects**

Contractor works closely with the following organizations to coordinate community service projects: Ecology Action of Santa Cruz, Save Our Shores, the Surfrider Foundation, the Elkhorn Native Plant Nursery, and area schools. Projects are designed to complement rather than duplicate the Surfrider Foundations' storm drain stenciling efforts, Ecology Action's Annual Coastal Cleanup and the Adopt-A-Beach programs, and Save Our Shores' education projects and beach cleanup programs. 0304

A target of 4,500 youth participate in community service projects annually.

Contractor will make waste reduction and diversion the focus of community service projects. A target of 75% of community service projects will focus on reducing or diverting waste from the waste stream, a 5% improvement over the achievement of previous years' projects, which was 70%.

A target of 12,600 pounds of trash and marine debris will be diverted from the Monterey Bay National Marine Sanctuary and associated waterways, and 6,300 pounds of recyclable material will be diverted from area landfills as a result of community service projects.

Community service projects with a waste reduction or diversion focus will include recycling, recycling awareness, school composting, beach cleanups outside of the Annual Coastal Cleanup and Adopt-A-Beach programs, and other projects approved by County Public Works.

Contractor will provide assistance to those classes and community groups that have requested assistance in obtaining ideas for projects, past data on projects by other classes, and on procuring tools for the projects.

Contractor will follow-through with individual classes to ensure that their community service projects are performed.

A database of classes and their community service projects will be developed, and this data will be made available to the County of Santa Cruz Waste Reduction program in order to track progress toward waste reduction and landfill diversion goals and objectives established by AB 939.

### **Evaluation**

Contractor uses an outside evaluator, *United Schools Agency*, to survey reactions from teachers and parent chaperones, as well as a longitudinal reflection on the experience. Contractor will include in the evaluation form a way to track the revised ecology curriculum and community service projects, both for their educational value and for their effectiveness at diverting waste.

### **Organizational Budget**

The Waste Reduction Grant Project Budget is \$24,684 of a total annual Organizational Budget for O'Neill Sea Odyssey of \$335,000. The remainder of the organizational funding is from public and private sources and Contractor's business activities.

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**ACORD CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
6/01/00

## PRODUCER

Aon Risk Svcs Inc of No. Cal..  
One Market  
Spear Street Tower Ste. 2100  
San Francisco, CA 94105  
415-543-9360

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

## COMPANIES AFFORDING COVERAGE

## COMPANY

A SAFECO Insurance Co of Americ

## COMPANY

B Fireman's Fund Insurance CO

## COMPANY

C Navigator's Insurance CO

## COMPANY

D

## INSURED

O'Neill, Inc., etal  
P.O. Box 6300  
Santa Cruz, CA 95063-6300

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED 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.

TO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY	MXX80737247	7/01/99	7/01/00	GENERAL AGGREGATE \$ 2 000 000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1000000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1000000
					FIRE DAMAGE (Any one fire) \$ 1000000
					MED EXP (Any one person) \$ 10000
B	AUTOMOBILE LIABILITY	MXX80737247	7/01/99	7/01/00	COMBINED SINGLE LIMIT \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	Garage Liability				AUTO ONLY EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC8335910	7/01/99	7/01/00	WC STATUS, TORY LIMITS, OTH-ER \$
	<input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$ 1000000
	<input type="checkbox"/> OTHER				EL DISEASE POLICY LIMIT \$ 1000000
					EL DISEASE, EA EMPLOYEE \$ 1000000
C	P&I Watercraft Liability	SF99CFT1912/42	7/01/99	7/01/00	\$1,000,000 Limit

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

T-E County of Santa Cruz, its officials, employees, agents and volunteers ate 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. This insurance shall not be cancelled until thirty (30) days prior written notice has been given to the county of Santa Cruz.

## CERTIFICATE HOLDER

## CANCELLATION

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 LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

County of Santa Cruz  
Public work6 Department  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060  
ATTN: Dan de Grassi

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