SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 6/17/09

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Agenda Date: 6/23/09

INVENUM: 62750

Resolution(s):

Ordinance(s):

Contract(s): 98523

Continue Date(s):

Index: --Letter of the Director of Public Works, dated July 11, 2009
--ADM-29 Request for Approval of Agreement
--Independent Contractor Agreement

Item: 56. APPROVED the independent contractor agreement with Environmental Innovations in an amount not-to-exceed $72,000 for auditing, certification, and public outreach for the Green Business Program; approved proposed funding and approved related actions, as recommended 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

JOHN J. PRESLEIGH
DIRECTOR OF PUBLIC WORKS

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: June 23, 2009 AGENDA: JUNE 23,2009
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY Susan Mitchell DEPUTY

June 11,2009

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: GREEN BUSINESS CERTIFICATION PROGRAM AGREEMENT
ENVIRONMENTAL INNOVATIONS

Members of the Board:

On August 26,2003, your Board approved implementation of a Green Business Certification Program, which is endorsed by the United States Environmental Protection Agency and the Department of Toxic Substances Control. This program is a multimedia (soil, water, and air) pollution prevention effort that is intended to create a positive relationship between government, the public, and the business community while educating local commercial establishments on how to meet and exceed minimum environmental standards and conserve natural resources. As a result of our efforts, this program has expanded from only seven Green Business certifications in 2004 to 199 certified Green Businesses in Santa Cruz County in 2009.

Public Works Sanitation and Recycling and Solid Waste Services staff members have jointly administered the program since its inception, as outlined in the Memorandum of Understanding approved by your Board. In addition, while under contract with the Santa Cruz County Sanitation District since April 2007, Environmental Innovations has assisted in the auditing, certification and public outreach processes for the Green Business Program. Environmental Innovations brings significant subject matter expertise and experience to the Green Business Program. This contract will expire on June 30,2009.

Because the Green Business Program continues to grow and requires a significant amount of time in order to best serve the community, Public Works recommends that the contract with Environmental Innovations be renewed to continue to perform duties for the County of Santa Cruz Green Business Program over the next fiscal year.

Attached for your consideration is a proposed independent contractor agreement for a not-to-exceed amount of $72,000 with Environmental Innovations for the 2009/10 fiscal year. Funding for this contract is proposed to be shared as follows: $36,000 from the Sanitation District Green Business Program budget, $20,000 from the CSA 9C Recycling and Solid Waste Services budget, $8,000 from the Santa Cruz County Flood Control and Water Conservation District, and $8,000 from Santa Cruz County Flood Control and Water Conservation District Zone 5 budget. This funding structure is included in the budget submittals for the 2009/10 fiscal year.

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

1. Approve the attached independent contractor agreement with Environmental Innovations for auditing, certification, and public outreach for the Green Business Program for the 2009/10 fiscal year for a not-to-exceed total of $72,000.

2. Approve the funding for this contract as follows: $36,000 from the Sanitation District Green Business Program budget, $20,000 from the CSA 9C Recycling and Solid Waste Services budget, $8,000 from the Santa Cruz County Flood Control and Water Conservation District, and $8,000 from Santa Cruz County Flood Control and Water Conservation District Zone 5 budget, contingent upon approval of the fiscal year 2009/10 budget submittals.

3. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

JOHN J. PRESLEIGH
Director of Public Works

JJP:AG:rw

Attachments

RECOMMENDED FOR APPROVAL:

County Administrative Officer

copy to: Public Works (SCCFCWCD)
Santa Cruz County Sanitation District
Santa Cruz County Flood Control and Water Conservation District - Zone 5

enviro_innovationsrw.wpd

FY 09/10

0627

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: DPW (Department)

BY: (Signature) 6/2/09 (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)

   and ENVIRONMENAL INNOVATIONS 341 Piper Cub Court, Scotts Valley, CA 95066 (Name/Address)

2. The agreement will provide green business services as directed by the County.

3. Period of the agreement is from July 1, 2009 to June 30, 2010

4. Anticipated Cost is $72,000 ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☒ Not to Exceed

   Remarks: CONTRACT $72,000; OVERHEAD $6,120; TOTAL $78,120

5. Detail: ☐ On Continuing Agreements List for FY ___-___. Page CC-_____ Contract No: _____ OR ☐ 1st 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 See Attached (Index) _____ (Sub object)

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

Appropriations are / are not available and / have been / will be encumbered.

FY 09-10

Contract No: CW98523

By: _____ Date: 6-11-09
Auditor-Controller Deputy

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 COUNTY OF SANTA CRUZ (Department/Agency)

Date: 6/15/09

By: _____
County Administrative Office

AG: rw

Distribution:
- Board of Supervisors - White
- Auditor Controller - Canary
- Auditor-Controller - Pink
- Gold

State of California
County of Santa Cruz

I, Susan A. Mauriello, 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 June 23 20 09

By: Deputy Clerk

ADM - 29 (8/01)
Title I, Section 300 Proc Man

AUDITOR-CONTROLLER USE ONLY

CO_____ $_____ _____
Document No. JE Amount Lines H/TL Keyed By Date

TC110_____ $_____ _____/_____ 56
Auditor Description Amount Index Sub object User Code

56

ENVIRONMENTAL INNOVATIONS
CW93523
GREEN BUSINESS

			Contract	8.5% OH	Total
CW93523	01	! 625175 ! 53193 ! 3665 ! 3590 !	36,000.00	3,060.00	39,060.00
CW93523	02	! 625110 ! 51060 ! 3665 ! 3590 !	20,000.00	1,700.00	21,700.00
CW93523	03	! 135462 ! 25266 ! 3665 ! 3590 !	8,000.00	680.00	8,680.00
CW93523	04	! 622350 ! 25266 ! 3665 ! 3590 !	5,000.00	680.00	5,680.00
TOTAL			72,000.00	6,120.00	78,120.00

0628

6/4/2009
JAM

Contract No. 98523

INDEPENDENT CONTRACTOR AGREEMENT

This Contract is entered into this 23rd day of June, 2008, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ENVIRONMENTAL INNOVATIONS, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following results: to preform the Green Business Program technical consulting and reporting as described in attached proposal dated June 8,2009.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed $ 72,000, processed for payment in full after project completion, receipt of invoice, and approval of project manager.

3. TERM. The term of this Contract shall be: July 1,2009 to June 30,2010.

4. EARLY TERMINATION. Either party hereto may terminate this Contract at any time by giving thirty (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 Contract, 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 Contract (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 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 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 the 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.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this contract, 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 be required unless 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 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. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract 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 Contract 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 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.

(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, and on behalf of, the named insured's performance under its/his/her/their contract 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:

Santa Cruz County
Department of Public Works
Attention: Amy Gross
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 Contract with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

Santa Cruz County
Department of Public Works
Attention: Amy Gross
701 Ocean Street, Room 410
Santa Cruz, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Contract, 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, 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. 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 Contract provides compensation in excess of $50,000 to CONTRACTOR and if CONTRACTOR employees 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, sexual orientation, age (over 1S), 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, 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 Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) 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. JNDEPENDENT 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 that indicate that CONTRACTOR is an independent contractor.

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

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

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

11. 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, 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.

12. 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.

13. ATTACHMENTS. This Contract includes the following attachments: Proposal from Environmental Innovations dated June 8, 2009.

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

If Item # 14 above is initialed by the 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.

15. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties' agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz.

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
6/30/09

ENVIRONMENTAL INNOVATIONS

By: _____

Address: 341 Piper Court
Scotts Valley, CA 95066

Telephone: (831) 706-7383

Email: jo.fleming@envirocentives.com

APPROVED AS TO FORM:

By: _____ 6/15/09
Office of County Counsel

DISTRIBUTION: Public Works
Auditor-Controller
Contractor

ENVIRONMENTAL
INNOVATIONS

June 8,2009

Santa Cruz County Sanitation District
Attn: Amy Gross
2750 Lode Street
Santa Cruz, **CA** 95062

Subject: Proposal to perform Green Business Program Technical Consulting and Reporting for the Fiscal Year 2009/10

Dear Ms. Gross,

Please find attached a proposal to perform Green Business Program Technical Consulting and Reporting for the Fiscal Year 2009/10.

Thank you for the opportunity to continue this progressive and exciting work in our community.

Yours truly,

Josephine Fleming
Environmental Scientist and Owner

831.706.7384 **T**
341 Piper Cub Ct.
Scotts Valley, **CA** *95066*

EnviroCentives.com

ENVIRONMENTAL INNOVATIONS

Section 1: Previous Experience

0636

Environmental Innovations Introduction

Environmental Innovations (EI) is a small environmental consulting firm started in 2006, consisting of its owner, two employees, and several part-time subcontractors. EI focuses on providing Green Business technical assistance to local governments and their applicant businesses and on providing cutting edge environmental programs in their community. EI services are done with Professional, General Liability, and Workers' Compensation insurance up to $1,000,000, each.

EI has extensive knowledge and qualifications (see attached Statement of Qualifications for more details on EI personnel) to perform these services. Ms. Josephine Fleming, Environmental Scientist and Owner of EI, maintains Environmental Compliance Inspector certification through the California Water Environment Association and has over 15 years experience in industrial environmental compliance and technical assistance. Ms. Fleming developed an award-winning Environmental Compliance program for the Santa Cruz County Sanitation District and started the Green Business Program (GBP) as a County of Santa Cruz employee. EI is currently providing environmental compliance and green business services to the City of Scotts Valley, Green Business services to the City of Watsonville, the City of Capitola, the County of Santa Cruz, and the County of San Benito. EI has helped train public municipal employees to administer Green Business Programs in their jurisdictions. EI is proud to have successfully assisted nearly 200 businesses through the Green Business certification program. Staff at EI continually make recycling and business connections for companies with large, but unusual waste streams that cannot be collected by municipalities. EI is also proud to be one of the leading partners in the California GBP Network to develop metrics to report on the quantitative outcomes on the program to celebrate its success publicly using meaningful numbers and comparisons.

Using these measurement tools, it is estimated that each year, the 199 certified businesses in the Monterey Bay Area GBP divert over 242,000 cubic feet of solid waste from the landfill by reducing waste, optimizing garbage and recycling bins, and innovative recycling techniques. Not included in this figure are the solid waste reductions from hotel and Hospitality services. In the past year, the GBP has worked with 7 hotels each with the potential to divert well over 11,000 cubic feet, annually. Vehicle service facilities and facilities using low-volatile content surface coverings prevented the release 520,127 pounds of Volatile Organic Compounds (VOC), particulate matter, and other conventional air pollutants. This is equal the VOC content in 3 million gallons of conventional paint. Through utilizing alternative products and increasing awareness, Green Businesses reduced hazardous materials and wastes by an estimated 18,850 gallons or 342 drums. By installing new lighting fixtures, occupancy sensors, security lights, and other energy conserving fixtures, Green Businesses have reduced carbon dioxide emissions by 5,995.066 pounds, the equivalent of 1,177 mature pine trees. Through the same practices, Green Businesses have also reduced power demand by 944 kilowatts and power usage by 5.4 million kilowatt-hours. With these power savings, approximately 1000 average American homes could be powered. Water conservation measures have amounted to 24.5 million gallons of water conserved, or the total amount of wastewater processed at the Santa Cruz Wastewater Treatment plant in 5 summer dry days. In addition to the environmental benefits, the GBP has helped businesses save $707,500 dollars in utility bills, supply purchases and other operating costs. In the coming year, this tool will be used to further communicate the program's success and importance.

EI has also worked on various municipal "beyond compliance" environmental programs through a contract with Ecology Action, a local non-profit organization. Several community-based environmental programs are being coordinated by EI, such as the "Fryer to Fuel" program, the Ecocruz.org collaboration, and the "Sharp Solutions for Home Medicines" program. A list of contacts for each of these clients and programs is available in the table on page **8.**

EI has led and participated on the Monterey Bay Area GBP Task Force since inception of the program (seven years). The Task Force meets quarterly and is comprised of all of the environmental agencies in the tri-County region of Santa Cruz, Monterey, and San Benito Counties, as well as utilities. EI authored the first Memorandum of Understanding (MOU) to delineate and govern a GBP in the State of California. This MOU has since been mimicked in several other regions throughout the State. While certifying a business, EI works with sanitation districts, CUPAs, waste franchises, recycling coordinators, water conservation experts, and energy conservation experts, to name a few. There have been

several changes in personnel and agency mandates, requiring nimble management of the group and continual partnership development. EI is a strong collaborator and has always managed to find the most helpful and key contacts within each agency and utility and develop a valuable relationship with them in order to serve the businesses (the customers) in the most streamlined manner.

EI considers themselves the "one-stop shop broker" for environmental and conservation programs for Green Business customers. EI staff have been selected based on their ability to deal with difficult people and to resolve conflict with a behavior-based approach. EI has assisted many different business sectors with owners and managers with a range of work styles, personalities and differences of opinion. Staff from EI are able to adapt easily and recognize how to work with certain work styles and what tends to motivate those individuals. Often times, businesses are so eager to be recognized for their environmental efforts that they become agitated at being asked to do more than they have already done. Staff recognize the need to praise businesses for what they are already doing, while effectively motivating them to do more. There are also instances where EI has had to coordinate with Property Managers who didn't volunteer to participate in environmental programs, but are somewhat forced to at the request of their tenant. EI has developed techniques to deal with these situations.

Organizational Experience

Staff at EI consist of Environmental Scientists and Economists. This brings a rounded approach to assisting a business to be environmental stewards, while also providing economic benefit, and a strong technical approach. Resources and approaches for assisting different industries have been compiled for over 10 years. Fact Sheets and Best Environmental Management Practices have been developed for restaurants, vehicle service facilities, hotels, and offices; to name a few.

EI brings significant prior experience and involvement from sister programs that could benefit the County of Santa Cruz greatly. The prior experiences and innovations that EI proposes to bring to this project are as follows:

- EI has developed several Environmental Resources kits specific to certain jurisdictions that can be picked up and used by anyone, and updated as needed beyond the scope of EIs involvement in a project.
- Coordinates several GBPs for Cities and Counties currently, and has assisted municipalities to start programs and run them with their own staff. EI has also successfully obtained grant funding for programs it coordinates.
- Has designed and held numerous industry-specific workshops (for several different business sectors). Coordinate closely with the University of California, Santa Cruz (UCSC) to train and recruit the next wave of Green Business Technical Assistants, as well as to conduct workshops for businesses to maximize outreach hours by training more than one business at a time.
- Utilized a newly developed web-based database application to track a business through the Green Business Certification process without creating an extensive paper trail, while simultaneously measuring results and outcomes.
- Utilize techniques developed by EI for promoting Environmentally Preferred Purchasing (sample EPPs), for gaining owner/manager buy-in for environmental programs (sample Environmental Policy Statements), for working with landlords that may or may not share the business' enthusiasm for environmental stewardship (a Green Business Guide for Landlords), by demonstrating the economic benefits of going green (estimating and conveying cost savings).
- Connect green or environmentally-slated businesses with each other for networking and for providing solutions that help them to be better stewards of their environment. These types of connections and solutions are professionally fulfilling and make the business community very content with the work of their County.
- EI has always represented municipalities as a "silent partner", so that the positive outcomes of the program reflect on the County at all times. Often times, consultants and other groups will want public recognition for what they do. EI recognizes the importance of keeping the recognition within the County.

Section 2 Project Description

Green Business Program Further Development

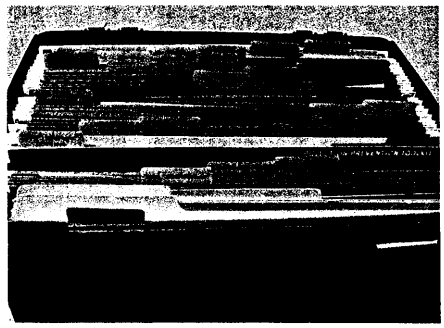
The Monterey Bay Area GBP is a tri-County program which includes several Incorporated Cities. It was developed seven years ago by Ms. Fleming, owner of EI. A Monterey Bay Area Green Business Task Force, consisting of local

regulators, resource districts, and environmental groups currently meets quarterly. Further program development will be done at the request of the County of Santa Cruz and the Task Force. The tasks required to further develop the program are anticipated to consist of the following:

- Develop 2-3 new checklists for new industrial sectors identified by the Task Force
- Input information into the new statewide web-based metrics database for collection of outcomes
- Certify up to 50 new businesses, recertify up to 30 businesses due for recertification
- Improve the listing of resources on the website so that businesses can be more self-serving
- Identify new resources and technologies for businesses

1. ***Checklist Development:*** Non-proprietary, open-source checklists for several different business sectors have already been developed. Additionally, future checklists exist elsewhere in the State. EI will work with the Task Force to develop new checklists. The checklists will be reviewed and approved by the Task Force, field tested with high-performing, early-adopting businesses, and fine-tuned specifically to match the needs of the County of Santa Cruz.

2. ***Incentives Development:*** The Task Force, with significant assistance from EI, will develop incentives for businesses to want to participate in the program, such as free materials, free promotion, rebates, publicized events, etc. Examples of potential "freebie" materials are storm drain placards, hydrophobic mops for oil spill cleanups for auto shops, reusable mugs and cups for break rooms, reusable aluminum water bottles, faucet aerators, low-flow spray/rinse nozzles for restaurants, biobags for restaurants doing food waste composting, etc. Rebates can be provided for the installation of water conserving features such as low-flow and ultra-low flow toilets, weather-based irrigation systems, drought tolerant landscaping, lighting upgrades, appliance upgrades, etc. Most of these materials will be provided by stakeholders but some can be funded by the GBP.



3. ***Environmental Resources:*** Based on the incentives and rebates developed above, an Environmental Resources Packet, essential to providing meaningful outreach and technical assistance to a business, will be further developed. Every attempt will be made to have the resources available electronically on the website, limiting print material. The Packet contains all environmental programs and rebates available to a business within a municipality. Examples include rebates for lighting upgrades, water conserving devices, outreach material, detailed recycling information, and training resources. EI will continually research new opportunities and technologies available to a business. EI makes every attempt to distribute material electronically, where possible, by referencing websites and/or emailing items to Green Business customers.

4. ***Marketing and Promotion of the Program and Certified Businesses:*** It has been proven several times over that the best recruitment/marketing tool for GBPs is to heavily promote the high-performing, early-adopting businesses that jumped at the chance to participate in the program. EI will work closely with Ecology Action of Santa Cruz, who has been assigned to conduct the marketing and promotional aspects of the program.

5. ***Certify up to 50 businesses and Recertify up to 30 Existing:*** Last year, EI was able to successfully certify 45 businesses in the County of Santa Cruz, and several others from other jurisdictions. Additionally, at least 10 businesses underwent recertification. which is required every 3 years of the program and involves meeting newer, stricter checklists.

Up to 50 businesses will be certified within the budget and scope of this proposal. It generally takes approximately **6-**10 hours to certify a business, while providing quality technical assistance, and leveraging existing outreach and rebate programs for a business. Using the Environmental Resources Packet, EI will assist the

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business to complete the checklist, utilizing all available rebates and other resources. All work that the businesses do will be documented as proof that all measures were verified by a Green Business Auditor. EI will also assist public agencies, especially County facilities to achieve Green Government certification.

6. ***Report Metrics and Outcomes of the Program:*** EI proposes to use metrics that they helped develop in collaboration with the Statewide California GBP Network. EI will use a database developed by the California GBP Network with funding from the California Department of Toxic Substances Control (DTSC). This web-based multi-user database tracks a business from the initial application through compliance audits, and technical assistance, through to the final stages of the program. It simultaneously calculates outcomes using metrics determined by the City and County of Santa Francisco and staff from EI, and verified by an independent third party. Therefore, the success of the program will be easily measured and reported to the County. The California Department of Toxic Substances Control (DTSC) is currently funding a project that was proposed by EI to have a web-based paperless tool to track a business through the GBP from enrollment to certification, while simultaneously collecting necessary data to report on program success in the form of reportable quantifiable numbers, such as gallons of water saved, greenhouse gas emissions reductions, tons of solid waste diverted from landfills, pounds of air emissions reductions, pounds of hazardous waste avoided, etc. EI will also report to the various divisions within Public Works on specific requirements for their programs. For instance, monthly reports will be made regarding the beneficial impact of the program with regards to stormwater and watershed protection. Additionally, quarterly reports will be made for Industrial Wastewater Pretreatment reports explaining the beneficial impacts of the program with regards to pollution prevention, alternative products, and reduction of toxics. Finally, the estimated pounds of solid waste diverted from the landfill and gallons of water conserved will be reported on an annual basis.

Green Business Outreach and Public Promotions

EI has significant experience in leveraging a small budget for advertising to make it seem like a mass-media blitz. EI will work closely with Ecology Action of Santa Cruz to ensure that Certified Green Businesses are receiving the recognition they are due. EI proposes to work with program partners to establish the ideal promotional program, while also leveraging advertising dollars to get press coverage through journalistic pieces on the program. A good formula that has been established to advertise Green Businesses is to have a pairing of print, television, and radio ads to promote the program, and to leverage the money spent by spending it with media outlets that agree to do news pieces on the program as well. Print ads should be done on a regular basis (monthly) in a weekly free newspaper, and quarterly or biannually in a major newspaper. There are ways to leverage a small advertising budget to stretch the exposure, such as getting a full page ad for only the cost of a quarter page by having the paper solicit the Green Businesses for ads surrounding the full-page to cover the additional

cost. Green Businesses are more than happy to spend a nominal fee to get their logo and message next to a promotional ad for the GBP. Another winning promotional formula is to allow business and elected officials a high profile event to celebrate their mutual success and to couple the event with a widely distributed press release and large advertising push.

Pairing workshops at Chambers of Commerce events with newspaper press releases generally results in a high volume of interest from the business community, and great exposure for certified businesses. Additionally, working with property owner/managers of business centers that recognize the cost-savings and value of the program can make certifying numerous businesses in one shopping center very efficient. The most valuable tool in reaching businesses is to work with their trade associations. Local Trade Association will be contacted and partnered with. Additionally, Earth Day, Watershed, and other Festivals are great events to showcase the program.

Participation in State Program and Promotion of Program to New Industries

Ms. Fleming was the first hat-elected chair of the California GBP Network. Ms. Fleming was heavily involved in developing measurement tools to determine the beneficial outcomes of the program. Ms. Fleming co-authored the grant application to obtain funding to construct a web-based database to track a business without paper through the Green Business process from enrollment to certification, as well as to collect metrics. Mr. Pickering collected the calculators and put together business surveys that served as the building blocks for quantifying the outcomes of the program.

EI has also developed new industry checklists such as for printers, beauty salons, custodial/janitorial companies, and plumbers. As a team, they are willing and eager to find new industries that are interested in the program and for which a checklist does not exist. Developing new checklists requires working with businesses that are industry front-runners to understand their processes, their potential for increased environmental performance, and the opportunities to benefit the public and the environment of Santa Cruz County. EI would enjoy approaching painting contractors and property managers as the next Green Business checklists. However; they will listen to the needs of the County of Santa Cruz and the Task Force and develop checklists they find necessary. Therefore, EI is already heavily involved in the statewide effort and are experienced in developing new checklists.

Section 3: Assigned Personnel

EI will assign their highly trained Green Business Program Coordinators to this project: Ms. Jo Fleming, Ms. Sheila Peck, and Ms. Diana Dakik. An intern in their senior year or in graduate school will be tapped to assist with information tracking. Please see detailed workplan in Section 5 Project Cost for information on what tasks will be performed by whom.

Section 4: References

Most of the work conducted is on location and in the field, assisting businesses and the general public. Approximately 75% of EIs work is providing Green Business Consulting to local governments. EI has always delivered programs successfully within the budget and schedule indicated on the contracts for the particular programs. The Fryer to Fuel Program was past the delivery date for the schedule outlined for the EPA before EI began working on the project. In fact, EI was hired in order to complete the project with half the remaining budget and only a 6-month extension from the EPA. EI was able to perform the remainder of the project under these limited circumstances. Following is a table detailing current workload and clients. Any client may be contacted for references for verifying the quality of work provided.

Environmental Innovations Current Workload and Clients

Proiect Name	Client/Contact	Description of Work Performed
Environmental Compliance Regulator	City of Scotts Valley, Scott Hamby (831)438-0732	Conduct Environmental Compliance Inspections of SIU and light industrial users of the sewer systems. Update regulations, assist with developing a Stormwater Management Plan.
Green Business Program Administration	County of Santa Cruz, Amy Gross (831)477-3988	Coordinate all aspects of the GBP for the County of Santa Cruz.
Green Business Solid Waste/Recycling Business Assistance	City of Capitola, Lisa Murphy (831) 475-7300	Perform the solid waste and recycling portion of the checklist, assist businesses.
Green Business Assistance	County of San Benito, Mandy Rose (831) 636 4110	Assist first 5 businesses to become certified Green, identify and develop partner agencies, train County staff to begin implementing the program
Green Business Assistance	City of Watsonville, Nancy Lockwood (831) 768-3103	Coordinate the all aspects of the GBP for the City of Watsonville.
Green Business Assistance	City of Scotts Valley, Scott Hamby (831)438-0732	As above for businesses in the City of Scotts Valley.
Fryer to Fuel Program	Ecology Action, Kirsten Liske (831)426-5925x123 Energy Alternative Solutions, Richard Gillis (831) 359-4499 EPA, Olof Hansen, (415) 972-3328	EPA funded program to partner with local biodiesel company, restaurants, municipalities, blender and distributor to utilize local fryer oil as feedstock for biodiesel and then use B20 blend in public fleets
Sharp Solutions for Home Medicines www.sharpmedsolutions.org	Ecology Action, Kirsten Liske (831)426-5925x123 County of Santa Cruz, Jeffrey Smedberg (831) 454-2160	CIWMB funded program to collect sharps and pharmaceutical waste from the public for free and educate the public on proper disposal practices.
Ecocruz online collaboration www.ecocruz.org	Ecology Action, Kirsten Liske (831)426-5925x123	Community Foundation of Santa Cruz and agency-funded project to increase online collaboration among local environmental agencies and foster environmental stewardship by connecting the public with those agencies.

Section 5: Project Cost

Task	Proposed Personnel	Est. Hrs	Hrly Rate	Cost
Assemble Stakeholders, meetings, collaboration, up to 6 facilitated meetings, detailed agendas & minutes, one-on-one meetings where necessary	Jo Fleming	40	$60	$2400
Environmental Resources- update and manage where appropriate, track new resources, rebates	Sheila Peck, Diana Dakik	40	$60	$2400
Checklist development, review, and edits	Jo Fleming, Sheila Peck	40	$60	$2400
Marketing and Promotion, Events	Jo Fleming, Diana Dakik	40	$60	$2400
Certify up to 60 businesses, recertify up to 30 existing, up to 5 governmental facilities, train County staff	Diana Dakik, Sheila Peck	800	$60	$48,000
Coordination with Statewide California Green Business Network	Jo Fleming	40	$60	$2400
Metrics and Business Tracking, Reporting, Data Entry, coordinate with existing databases, monthly, quarterly, and annual reporting for wastewater, stormwater, solid waste, and water conservation impacts	Jo Fleming, Sheila Peck	100	$60	$6,000
Business Outreach- Networking and Events, 6 events, 4hrs. Ea. Prep. Time	Diana Dakik	40	$60	$2,400
Board of Supervisors Award Events Prep and Execution	Jo Fleming, Diana Dakik	20	$60	$1,200
Total Personnel Costs				$69,600
Publicity, Materials, and Expenses				$2,400
Total Project Cost				**$72,000**

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EI looks forward to the opportunity to provide these services and to continually improve the environmental stewardship of the commercial sector and the GBP. Please do not hesitate to contact Josephine Fleming regarding these services at (831)706-7384 or jo.fleming@envirocentives.com .

Section 6: Contract Requirements

EI services are done with Professional, General Liability, and Workers' Compensation insurance up to $1,000,000, each, and automobile insurances of up to $500,000. Although EI maintains the extensive insurances often required by government clients, EI has never been involved in any lawsuit or litigation for any of its work. EI has provided a Certificate of Insurance, naming the County of Santa Cruz as additional insured.