

## C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and National Stewardship Action Council ("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

**1. Duration of Contract.**

This contract shall commence on January 25, 2022, and end on September 30, 2024, unless sooner terminated as specified herein.

**2. Scope of Services.**

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

**3. Compensation for Services.**

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

**4. General Terms and Conditions.**

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

**5. Insurance Limits.**

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000 per occurrence / \$2,000,000.00 annual aggregate
- (b) Professional liability insurance: \$1,000,000 per accident for bodily injury or disease.
- (c) Comprehensive motor vehicle liability insurance: \$1,000,000 combined single limit.

**6. Termination.**

The number of days of advance written notice required for termination of this contract is 30.

**7. Specific Terms and Conditions (check one)**

There are no additional provisions to this contract.

The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.

[ ] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

**7. Information about Contract Administrators.**

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Contract Administrator for CONTRACTOR:

Name: Celina Stotler

Name: Heidi Sanborn

Title: IWM Manager

Title: Executive Director

Address: 2301 Technology Parkway

Address: PO Box 489

Hollister, CA 95023

West Sacramento, CA 95961

Telephone No.: 831-801-0718

Telephone No.: 916-217-1109

Fax No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

**SIGNATURES**

APPROVED BY COUNTY:

APPROVED BY CONTRACTOR:

\_\_\_\_\_

DocuSigned by:  
Heidi Sanborn  
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Name: Bea Gonzales

Name: Heidi Sanborn

Chair, San Benito County Board of Supervisor

Title: Executive Director

Date: \_\_\_\_\_

1/18/2022  
Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Barbara J. Thompson, County Counsel

Joel Ellinwood

By: Joel Ellinwood, Assistant County Counsel

Date: January 25, 2022

## **ATTACHMENT A Scope of Services**

CONTRACTOR, for the COUNTY'S benefit, shall provide the following services:

- A. CONTRACTOR shall assist the COUNTY in implementing the HD37-20-0051 Grant Project in which the COUNTY and CONTRACTOR applied and received grant funds for an amount of \$100,000 based on their submitted grant application.
- B. CONTRACTOR shall attempt to recruit retailers located in the COUNTY to legally sell/refill/exchange reusable one-pound propane cylinders, to host collection of household/lawn care/e-bike/e-scooter equipment batteries, and to host collection or collection events for fluorescent light recycling. CONTRACTOR shall train retailers and provide appropriate shipping and packaging materials.
- C. CONTRACTOR shall contact battery manufacturers and host discussions regarding battery design and take-back.
- D. CONTRACTOR shall distribute up to 500 coupons valued at \$12 and applicable towards the purchase of a new, reusable one-pound propane cylinder. CONTRACTOR shall distribute up to 500 coupons valued at \$10 and applicable towards the purchase of LED lights to underserved communities. Coupons will be valid for no more than 6 months.
- E. CONTRACTOR shall promote any local retailers that sell, exchange, or refill one-pound reusable propane gas cylinders. CONTRACTOR shall promote any locations that host collection of household batteries and batteries used in lawn care equipment and electronic scooters and bicycles. CONTRACTOR shall promote any local retailers that host collection or collection events for fluorescent lights. CONTRACTOR shall promote local retailers, collection locations, and residential Household Hazardous Waste (HHW) and existing programs to the public in a timely manner using a variety of tools which may include, but not be limited to the web, social media, print, TV, radio, billboards, bus and truck signs, and other media. CONTRACTOR shall also include the customization of educational videos for the public and participating collection hosts, and one webinar.
- F. CONTRACTOR shall plan one mobile collection event in an underserved community and use grant funds to cover the cost of the collection event and promotion. CONTRACTOR shall attend event, host a table, and offer coupons for reusable one-pound propane gas cylinders and LED lights.
- G. CONTRACTOR shall establish baseline data for the number of retail locations selling, refilling, and/or exchanging one-pound reusable propane gas cylinders.

CONTRACTOR shall review and compare monthly attendance of HHW collection at John Smith Landfill and mobile events to determine if outreach and expanded collection opportunities increased attendance/collections from previous years. CONTRACTOR shall track all collection types and numbers, including lawncare equipment/e-bike/e-scooter battery brand, attendance, and other relevant data from collection events including how they heard of the event. CONTRACTOR shall also work with IT Asset Partners (ITAP) to identify any issues with reuse or recycling by brand, determine cost to recycle or reuse batteries used in lawncare equipment, and cost difference between reuse versus recycling.

CONTRACTORS collected and interpreted data shall include:

- a. Quantity of recyclable household hazardous waste collected
- b. Number of retail locations participating in Call2Recycle battery and phone collection
- c. Pounds of batteries and phones collected through Call2Recycle
- d. Number and weight of batteries collected through the grant period
- e. Number of retail locations participating in fluorescent bulb and tube recycling through Mercury Disposal Systems mail-back program
- f. Number of fluorescent bulbs/tubes recycled through Mercury Disposal Systems
- g. Number of single-use one-pound propane gas cylinders recycled
- h. Number of reusable one-pound propane cylinder coupons distributed and redeemed
- i. Number of retail locations selling reusable one-pound gas cylinders or providing exchange or refilling services
- j. Number of batteries collected from lawncare equipment, including brand identification
- k. Number of batteries collection from e-bikes and e-scooters, including brand identification
- l. Number of people who watch the training video

- m. Number of battery manufacturers that discuss product design and recycling with the team and any resulting changes in product design, labeling, or take-back
- n. Batteries collected from Recology curbside program.

CONTRACTOR shall prepare two Progress Reports and a Final Report, which shall include a comparison of the baseline measurement vs. measurements at the end of the grant period. CONTRACTOR shall provide supporting documents for the COUNTY to submit with payment requests to CalRecycle including invoices and supporting documentation for each line-item expense including invoices, receipts, and purchase orders.

**END OF ATTACHMENT A**

**ATTACHMENT B  
Payment Schedule**

**B-1. BILLING**

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- One month in arrears.
- Upon the complete performance of the services specified in Attachment A.
- The basis specified in paragraph B-4.

**B-2. PAYMENT**

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

**B-3. COMPENSATION**

COUNTY shall pay to CONTRACTOR: (check one)

- a total lump sum payment of \$ \_\_\_\_\_, or
- a total sum not to exceed \$ 85,000.00 \_\_\_\_\_,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

**B-4. SPECIAL COMPENSATION TERMS:** (check one)

- There are no additional terms of compensation.
- The following specific terms of compensation shall apply:

Services are based in accordance with the rates below:

<u>Employee Wages</u>	<u>Hourly Rate</u>
Executive Director	\$225
Assistant Director	\$175
Director of Communications & Advocacy	\$175
Special Projects Manager II	\$175
Special Project Coordinator	\$115
Intern	\$20

<b><u>Materials &amp; Reimbursable Program Costs</u></b>	<b><u>Total Budget</u></b>
Travel Expenses	\$1,507
Media & Printing	\$9,500
Battery Shipping, Materials, Training	\$17,168
Fluorescent Light Recycling	\$5,000
Reusable Cylinder Coupons	\$6,000
LED Light Coupons	\$5,000
NSAC/AGZA labor	\$40,825

For work performed by NSAC in accordance with this Agreement, the COUNTY shall pay CONTRACTOR on a time and materials basis, up to the contract limit of \$85,000.

**END OF ATTACHMENT B**