



JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
(631) 454-2160 FAX (631) 454-2365 TDD (831) 454-2123

AGENDA: AUGUST 10, 1999

July 29, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: ECOLOGY ACTION CONTRACTOR AGREEMENT

Members of the Board:

As your Board is aware, the County of Santa Cruz contracts with Ecology Action of Santa Cruz to provide a variety of solid waste and recycling public awareness services. These programs assist in publicizing County-sponsored recycling and waste reduction programs. This work helps to implement the state-mandated Public Education and Information Component of the County's Source Reduction and Recycling Element.

This year's public information program again has a three-part focus. The first is technical assistance and information oriented to waste reduction and recycling for the business community. The program will continue to support businesses in identifying recycling and waste reduction opportunities to make the most cost-effective use of the services offered by Waste Management of Santa Cruz County, as well as other recycling service providers. The program also includes an information outreach project to discourage the use of polystyrene foam food packaging, which is consistent with County Code Chapter 5.46, as directed by your Board in November 1998.

The second program component is to publicize home composting, and in particular, to provide technical assistance to franchise disposal service customers opting to use home composting bins distributed by Waste Management of Santa Cruz County. Both of these tasks will directly help reach the County's AB 939 landfill disposal reduction mandate. The third area is to provide at large public information (using print, electronic, and special-event formats) about local waste reduction, recycling and composting opportunities, including buying products made from recycled materials.

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

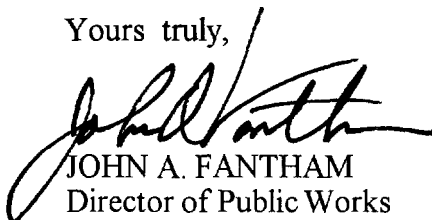
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Attached to this letter, for your consideration, is an Independent Contractor Agreement in the not to exceed amount of \$99,000.00. Funds for this program are included in the Refuse Budget approved by your Board in June 1999.

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

1. Approve the attached Independent Contractor Agreement with Ecology Action of Santa Cruz in the amount of \$99,000 for Solid Waste Public Information Services.
2. Authorize the Director of Public Works to sign the agreement on behalf of the County.


Yours truly,


JOHN A. FANTHAM
Director of Public Works

DDG:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Ecology Action of Santa Cruz
Public Works

Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____, 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Solid Waste Public Information Services as defined in Exhibit "A", Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payments for Services Rendered per schedule in attached Scope of Work, "Exhibit A", not-to-exceed \$99,000.00.

3. TERM. The term of this contract shall be: from Board approval through June 30, 2000.

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here ____/____.

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 deGrassi
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

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

Dan deGrassi
Department of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060

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

(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.

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.

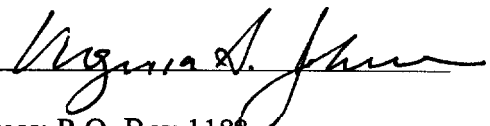
14. ATTACHMENTS. This Agreement includes the following attachments: "Exhibit A", Scope of Work.

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

CONTRACTOR
ECOLOGY ACTION OF
SANTA CRUZ

By: 
Address: P.O. Box 1188
Santa Cruz, CA 95061-1188

Telephone: (831) 426-5925

APPROVED AS TO FORM:

By: D. McRae 7-3099
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

**Ecology Action Work Program
Fiscal Year 1999/00**

Business Waste Reduction Program

(A) Business Waste Audits

1. Outreach to businesses:

(a) Develop, and submit by August 31, 1999 for County approval, an outreach plan that will provide waste reduction assistance to businesses that receive, or are eligible to receive, refuse collection services from the County's franchisee, Waste Management of Santa Cruz County (WMSCC). The goals of this assistance are:

- . To increase the amount of recycling among current WMSCC customers;
- . To increase the number of businesses using WMSCC collection services, including recycling collection;
- . To connect businesses to miscellaneous waste reduction community resources as appropriate to the needs of the individual businesses.

(b) The outreach plan shall include a schedule for contacting businesses, beginning with existing Waste Management bin customers, then other businesses eligible to receive, refuse collection services from the County's franchisee. The plan shall also indicate the schedule for follow-up contacts to businesses receiving the services described under 2.(d), below.

(c) The outreach plan will identify what activities are carried out by who and when. Ecology Action will arrange a monthly meeting with County to assess the progress of the plan implementation.

(d) Develop, and submit by August 31, 1999 for County approval, recommendations for continual improvement to business waste reduction services offered to WMSCC customers:

- . Recommendations to include such elements as asking top management to mandate company waste reduction programs; to devote paid staff time to maintaining the programs; to provide training to staff on the programs; to provide internal incentives for employees to participate actively in the programs.

2. Provide technical assistance:

(a) In general, Ecology Action will provide community resources and education materials to businesses with the goal of significantly improving diversion rates. Information provided will be regarding source reduction, materials reuse, recycling, composting, and buying recycled.

(b) Provide recycling recommendations including referrals to and coordination with WMSCC for franchise recycling services, disposal reduction estimates, and estimates of disposal cost changes.

(c) When approved by County, provide full waste audit services as needed, to include:

- . Meetings with appropriate purchasing, facility and maintenance staff for each establishment ;
- . Documenting the source(s) and amount(s) by category of their solid waste;
- . Documenting purchasing habits, hauling costs, costs of materials discarded;
- . Inputting field data into software database developed by EA to analyze waste streams and propose alternatives to disposal;
- . Conduct post-audit reviews to evaluate the progress of recommended actions.

(d) Provide follow-up contacts to businesses receiving recycling recommendations or full waste audit services to assess the business' progress in carrying out the initial recycling/waste reduction recommendations and to identify to the County any obstacles for the business that are or may be hindering said progress. Where appropriate, provide additional recommendations to the business for overcoming the obstacles.

(e) Produce audit reports for the establishments audited. Each report will include:

- Current waste stream quantities and cost-- The amount and type of the establishments' waste stream, including their cost of disposal.
- Financial and other incentives to reduce their waste stream.
- Source reduction strategies-- How to reduce their waste stream
- Reuse alternatives through materials exchange, etc.
- Diversion alternatives through recycling, etc.
- Buy recycled resources-- Where, how and from whom to purchase commodities made out of recycled content material. This includes awareness about recycled content manufacturing components, packaging materials and supplies for running the business.
- Waste reuse and diversion program development-- Miscellaneous technical assistance on setting up a waste reduction and diversion program or improving an existing program.
- Follow up services-- Options for the establishment to receive follow up audits and other technical assistance from EA or other community resources.

3. Provide documentation to County staff to include:

- A revised narrative reporting format that is more specific and precise from previous years, to be approved by County prior to use;
- List of all businesses contacted, bin data, results of contact, conclusions and results, including follow-up contacts and recommendations, submitted monthly;
- List of all businesses audited, submitted monthly;
- A copy of all recycling assistance reports and documentation of all follow-up contacts and recommendations;
- A copy of all full audit reports with the first page summarizing recommendations with a detailed economic impact section and documentation of all follow-up contacts and recommendations.

(B) Materials Exchange Networks – (Including PROMax and BuildMAX)

1. Outreach to businesses for the specific purpose of listing materials available for exchange. (a) (a) Develop collaborative relationships with establishments that are contributing the most to the County waste stream, with the goal of diverting a continual inventory of reusable items from these businesses. Identify, monthly, to the County who these businesses are and the amount of their individual waste stream contribution.

2. Update material exchange networks listings daily as needed and maintain the material exchange network web site. Regional database listings will be downloaded to the state-wide database, CALMAX, making reusable materials from the County available to businesses throughout California.

3. Actively facilitate the exchange of reusable materials generated by establishments located in the County. Emphasize developing ongoing relationships with the largest producers of waste to divert the most common reusable items on a regular basis. Provide County with a list of such businesses including material types and quantity estimates.

4. Establish classified advertising: Develop in consultation with County and arrange for ongoing placement of free classified advertisements in the Great Exchange, Valley-Press and Register-

Pajaronian, which promote materials exchange. Meet with County by September 30, 1999 to define approach and timing for ads.

5. Provide documentation to County staff to include:

- . A master list of materials listed, identifying each listing as new, retired or ongoing each month;
- . List of all exchanges made, with full contact information for each individual party assisted, including the receiving business name and location;
- . A description of all materials listed and exchanged, including volume and weight whenever possible.
- . Separate numbers for new listings and retired listings each month.

(C) Packaging Ordinance Compliance Outreach

1. Develop a plan of action, for County approval by October 31, 1999, to promote ordinance compliance.

At a minimum, include such elements as:

- . Outreach and promotion tasks with the goal of educating and assisting businesses in compliance;
- . Most recent advances in alternative packing supplies and new developments in packaging issues;
- . Updated boilerplate outreach materials to businesses asking for information on compliance;
- . Proposal for a pilot field project to promote the use of alternative packaging materials (i.e., compostable or reusable).
- . An implementation schedule indicating which activities are carried out by who, when started and when completed.
- . Monthly reporting of outreach activities conducted including copy of collateral material produced, research contacts, local business contacts & presentations.

2. Carry out the activities of the Packaging Ordinance Action Plan.

Except for the Waste Away - Business Waste Reduction brochure and the waste audit report, all print and electronic promotional material prepared for these tasks, including text and artwork shall become property of the County upon completion. Copies, including electronic files, shall be made available to County.

Total Budget for the Business Waste Reduction Program: **915 Staff Hours**

Home Composting/Organic Waste Diversion Program:

The goals of this program are:

- . To increase promotion of organic waste diversion services to residents that receive, or are eligible to receive, refuse collection services from the County's franchisee, Waste Management of Santa Cruz.
- . To increase the number of residents using WMSCC yard waste collection services, or home composting bins, or both.
- . To provide home composting education and technical assistance to County residents.

(A) Develop Action Plan

1. Produce, and submit to County by August 31, 1999, a plan of action which incorporates the following research findings into the tasks for program areas (B) through (E) below, encompassing the elements listed under each area:

(a) Evaluate the results of the home composting survey completed in June 1999, with respect to problems identified and requests for assistance, and identify specific actions that will be taken to respond to each individual problem or request.

- (b) Evaluate the successes and challenges of the Home Composting Program over the last six years.
- (c) Evaluate the successes and challenges of the WMSCC yard waste program over the last two years.
- (d) Contact municipal staff in two or more other counties regarding successes and challenges of their programs to glean useful information.
- (e) Work with the staff of CIWMB, the County and Organic Recyclers Anonymous to identify key elements that should be included in the plan of action.

2. Include within the Action Plan an implementation schedule which indicates which activities are carried out by who, when started and when completed.

(B) General Promotion Program

1. Develop and implement a general outreach program per the action plan that connects WMSCC residential customers to all organic waste diversion opportunities available to them within the community, toward the goal of increasing the number of residents using WMSCC yard waste collection services, or home composting bins, or both.
2. Develop and implement an outreach program per the action plan that addresses problems identified by, and requests for assistance from, respondents to the 1999 Home Composting Survey. Submit monthly progress reports and event evaluations for this task.
3. Refine existing brochures to incorporate new community resources and useful seasonal information.

(C) Home Composting Community Workshops

1. Schedule, promote and complete 12 community workshops per the action plan.
2. Develop and implement a collaboration plan with the Public School Resource Conservation Program demo sites to do community workshops with the goal of significantly increasing attendance;
3. Work with Organic Recyclers Anonymous to promote and install vermicomposting as is feasible at each PSRCP site;
4. Assist the Cabrillo College Horticulture Department in training students to be Master Composters;
5. Submit monthly progress reports and event evaluations for each of the above four tasks.

(D) The Rotline Technical Assistance Hotline

1. Maintain the technical assistance hotline "The Rotline" per the action plan, continuing to offer the monthly "hottip" and information line services traditionally extended to County residents.

(E) Composting Demonstration Education Display Sites

1. Update and maintain existing composting demonstration display sites per the action plan. Current sites are located at:

. Cabrillo College	. Ben Lomond Transfer Station
. UCSC Farm & Garden	. Buena Vista Landfill
. California Grey Bears	. Quail Hollow County Park
. The Public School Resource Conservation Program sites (identify individual sites)	

Except for the Waste Away - Business Waste Reduction brochure, all print and electronic promotional material prepared for these tasks, including text and artwork shall become property of the County upon completion. Copies, including electronic files, shall be made available to County.

Total Budget for the Home Composting/Organic Waste Diversion Program:
560 Staff Hours

Publications and Hotlines

(A) Consult with County on Internet-based Information Placement

Consult with County to devise a strategy for the coordinated placement of Where to Recycle information for residents and businesses and Buy Recycled information on the Internet Web pages for the County, Ecology Action and Earth's 911 (www.1-800cleanup.org). Monitor the Earth's 911 local recycling information web page and provide update information on a frequency to be determined in consultation with County.

(B) Where To Recycle Guide-Residential

1. Install the WTRG for residents on to the County's and Ecology Action's web pages. Provide appropriate links to other community and business web pages as appropriate. Modify database format to enable simple web and paper application.
2. Do one annual update of the guide, preferably no sooner than 10 months from the last update. This update should not occur before the guide is installed on the Web and may carry over into next fiscal year's budget if needed.
3. Develop for County approval and implement a plan to promote the Web site availability.

(C) Buy Recycled Guide

1. Install the BRG on to the County's and Ecology Action's web pages. Provide appropriate links to other community and business web pages as appropriate. Modify database format to enable simple web and paper application.
2. Do one annual update of the guide, preferably no sooner than 10 months from the last update. This update should not occur before the guide is installed on the Web and may carry over into next fiscal year's budget if needed.
3. Develop for County approval and implement a plan to promote the Web site availability.

(D) Where To Recycle Guide--Business

1. Install the BRG for businesses on to the County's and Ecology Action's web pages. Provide appropriate links to other community and business web pages as appropriate. Modify database format to enable simple web and paper application.
2. Do one annual update of the guide, preferably no sooner than 10 months from the last update. This update should not occur before the guide is installed on the Web and may carry over into next fiscal year's budget if needed.
3. Develop for County approval and implement a plan to promote the Web site availability.

Except for the Waste Away - Business Waste Reduction brochure, all print and electronic promotional material prepared for these tasks, including text and artwork shall become property of the County upon completion. Copies, including electronic files, shall be made available to County.

Total Budget for Publications:

310 Staff Hours

(D) InfoLine-- County Recycling Hotline, Information Clearinghouse

1. Prepare and maintain bilingual recording for automated phone message system (454-2333). The annual update of the outgoing messages will take place in the third quarter of the fiscal year. Continue to announce on the main Ecology Action line the County recycling number while

giving other options to the caller. Options to be given to the caller will be to access one of EA's automated information lines, (Annual Coastal Cleanup or Rotline), or to speak directly with an EA staff member.

2. Update the outgoing bilingual "hot tip" message on the system on a schedule approved by County. Scripts shall be provided to County for advance approval.

3. Respond to phone messages and inquiries daily, keeping a log of all incoming calls. Log will include date, caller name, location and other contact information, the type of information requested, the response date, name of EA staff person responding, and type of information provided. If necessary, refer follow-up to the EA staff member most appropriate to respond to inquiry.

Total Budget for Hotlines

150 Staff Hours

General Promotion and Special Events:

1. Develop and implement a general annual publicity plan based on the 1998/99 promotion plan. The plan will include an itemized breakdown of estimated hours and costs for each activity.

(a) Submit a draft for County approval by August 31, 1999. The plan will target residents, businesses and institutions in the unincorporated area of the County and promote all waste diversion programs funded through EA and others as requested by County staff. Elements of the publicity plan will include consistent year round promotion of County-funded waste diversion programs and resources through:

- . Attendance at Community Events (See (3) below)
- . News Ads and Inserts as requested by County
- . Press Releases as requested by County
- . Public Service Announcements for Radio and TV as requested by County
- . Provision of billing insert information to Franchisee as requested by County
- . Development of Program brochures/ promotional piece(s)
- . Distribution of Program brochures/promotional piece(s)
- . Organizing and Promotion for Second Chance Week

(b) The following County programs will be promoted: curbside recycling, drop-off recycling, yard waste recycling, household hazardous waste drop-off, and commercial recycling collection.

(c) An annual calendar of all of the above elements will be maintained and reviewed monthly with County. A record of run dates and air dates and times for all print ads and PSAs will be submitted to the County.

2. Coordinate special education display and information booths at community special events throughout the year. Develop an annual calendar of events to be attended and submit for County staff approval. EA staff will coordinate the development of event materials, transportation, set-up and tear-down of the displays and booths, and event staffing. All informational materials distributed and display materials shown at special community events will be pre-approved by County staff. Submit event evaluations to County monthly.

Except for the Waste Away - Business Waste Reduction brochure, all print and electronic promotional material prepared for this task, including text and artwork shall become property of the County upon completion. Copies, including electronic files, shall be made available to County.

Total Budget for General Promotion and Special Events:

310 staff hours

Program Reporting and Evaluation:

1. Documentation to the County will include:

- Itemized hours of work performed that month, year to date hours, and total budgeted hours broken out for each program. A narrative summary of work plan progress will also be provided monthly.
- Location, date, number of participants at community workshops and bin distributions, with the number of contacts made and bins sold.
- List of business waste audits scheduled, performed and followed up, with copies of audit reports completed.
- A copy of the updated ProMAX list, a list of all matches made, and a list of all exchanges completed.
- Copy of the annual promotion plan and completion status, with specifics on contacts made, events attended, PSA's and ads completed, etc.
- Script of new message recorded each month for the Rotline with date recorded, and a tally of phone calls received.
- Script of new message recorded each month for the Infoline with date recorded, and a tally of phone calls received.
- Hard copies of all waste audits, promotion brochures, press packets, news ads, PSA scripts, newspaper inserts, or other materials developed to implement promotion plan.
- Receipts for reimbursable material expenses. This is for expenses such as education display materials, publicity posters, resource and information brochures, postage, news ads, newspaper insert costs, printing, etc.
- Narrative evaluation of each workshop/promotional event including the number of participants, visitors, etc., what outreach techniques were/weren't effective, literature distributed, etc., ideas for improvements, etc., overall value of event/workshop. This narrative will be incorporated into a standardized event evaluation form.
- The results of evaluative activities as described below.

2. Each project area will be evaluated using the following methods:

- Periodic review by advisory board for each individual project area.
- Written plan to County staff on how the work plan should be refined for the following fiscal year.

Compensation

TOTAL ESTIMATED CONSULTANT STAFF HOURS:	2,245 HOURS*
TOTAL STAFF COST @ 40./PER HOUR	\$89,800.00
TOTAL BUDGET FOR REIMBURSABLE EXPENSES	\$ 9,200.00**
TOTAL CONTRACT AMOUNT	\$99,000.00

Payments for services rendered will be made on the basis of invoices submitted monthly detailing labor hours by task plus reimbursable expenses.

* Hours by task detail shown on accompanying table. Hours for each work task are not-to-exceed and may be re-allocated among work tasks only with written approval of County.

** Expense by task detail shown on accompanying table. The reimbursable expense budget is a "not-to-exceed" amount based on the attached schedule; each expenditure is contingent on pre-approval by County staff. Any transfer of unspent budget amounts among reimbursable expenses or from reimbursable expenses to labor hours requires written approval of County.

County of Santa Cruz Public Works Department

Ecology Action Work Program
7/1/99 through 6/30/00

<u>STAFF HOUR BUDGET:</u>	HOURS	BUDGET
I. Business Waste Reduction Program		
A. Business Waste Audits	400	\$16,000
B. ProMAX and BuildMAX	250	\$10,000
C. Packaging Ordinance	265	\$10,600
Subtotal Budget for BWR Program	915	\$36,600
II. Home Composting/Organic Waste Diversion Program		
A. Plan of Action	24	\$960
B. General Promotion	75	\$3,000
C. Home Composting Workshops	136	\$5,440
D. Rotline Technical Assistance Hotline	250	\$10,000
E. Demonstration Sites	80	\$3,200
Subtotal Budget for HC/OWD Program	565	\$22,600
III. Publications and Hotlines		
A. Where to Recycle Guide Residential	105	\$4,200
B. Buy Recycled Guide	105	\$4,200
C. Where to Recycle Guide Business	105	\$4,200
D. InfoLine	150	\$6,000
Subtotal Budget for Publications and Hotlines	465	\$18,600
IV. General Promotion and Special Events	300	\$12,000
Total Staff Hour Budget	2245	
Total Staff Hours = 2,245 @ \$40 per hour =		\$89,800

SCHEDULE OF REIMBURSABLE EXPENSES: MATERIAL EXPENSE BUDGET

I. Business Waste Reduction Program	
Brochures/Promo Flyers	\$1,000
Printing: Audit Reports and ProMAX Listings	\$200
2. Home Composting/Organic Waste Diversion Program	
Brochures/Promo Flyers	\$600
Printing Graphics for Demo Sites	\$600
TV Ads "Slug Spots"	\$2,100
Rotline Phone Charges	\$250
3. Publications and Hotlines	
Brochures/Promo Flyers	\$800
POP Display Materials	\$200
4. General Promotion and Special Events	
Booth Fees	\$400
Education Display Graphics and Graphics Consultant	\$625
Mileage	\$200
Miscellaneous Promotion Materials, Including Misc Printing	\$500
Community TV Program Promotion Program Costs	\$1,725
Total Budget for material expenses	\$9,200

With advance approval, costs for other media advertising not listed here will be paid directly by County.

TOTAL 1999 - 2000 BUDGET	\$99,000
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ACORD. CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY) **185****9/18/1998****PRODUCER**

W. Kelly & Company, Inc.
P. O. Box 1702
Santa Cruz, CA 95061
(408) 426-2090 FAX (408) 423-0641

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

COMPANIES AFFORDING COVERAGE

COMPANY LETTER

A Aetna/Travelers & Charity First

COMP. LETTER

COMP. LETTER

COMP. LETTER

COMP. LETTER

COMP. LETTER

Post-It® Fax Note

7671

Date **11/3/98** # of pages **1**

To

Jeffrey Smedberg

From

Gene Johnson

Co/Dept

Co SC PW

Ecology Action

Phone #

Phone #

Fax #

Fax #

SURED

Ecology Action of Santa Cruz
125 Water Street
Santa Cruz, CA 95060

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	a70 ACM 26093271	09/15/98	09/15/99	GENERAL AGGREGATE \$ 2,000,000
CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PRODUCTS-COMP/OP AGG \$
OWNER'S A CONTRACTOR'S PROT.				PERSONAL & ADY. INJURY \$
				EACH OCCURRENCE \$ 1,000,00
				FIRE DAMAGE (Any one fire) \$
				MED EXPENSE (Any one person) \$
MOBILE LIABILITY				
<input checked="" type="checkbox"/> ANY AUTO	070 ACM 26093271	09/15/98	09/15/99	COMBINED SINGLE LIMIT \$ 1,000,00
ALL OWNED AUTOS				BODILY INJURY (Per person) \$
SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				EACH OCCURRENCE \$
GARAGE LIABILITY				AGGREGATE \$
EXCESS LIABILITY				STATUTORY LIMITS
UMBRELLA FORM				EACH ACCIDENT \$
OTHER THAN UMBRELLA FORM				DISEASE - POLICY LIMIT \$
WORKER'S COMPENSATION				DISEASE - EACH EMPLOYEE \$
AND				
EMPLOYERS' LIABILITY				
OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Fax: 454-2385

CERTIFICATE HOLDER

County of Santa Cruz//Public Works
Attn Jeffrey Smedberg
701 Ocean St Room 410
Santa Cruz CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRIT-EN NOTICE TO ME 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

Thomas Kelly

ACORD 25-3 (7/90)

ACORD CORPORATION 1990

30

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

FEBRUARY 3, 1999

POLICY NUMBER: 1221315 - 98
CERTIFICATE EXPIRES: 11-1-99

SANTA CRUZ CO PUBLIC WORKS DEPT
ATTN DAN DEGRASSI
701 OCEAN STREET, RM 410
SANTA CRUZ CA 95060

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This Certificate Of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

Tom Hansen
AUTHORIZED REPRESENTATIVE

Kc Bollier
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

MASTER COPIES
OF INSURANCE
FOR
ECOLOGY ACTION

EMPLOYER

ECOLOGY ACTION OF SANTA CRUZ
PO BOX 1188
SANTA CRUZ CA 95061

30

COUNTY OF SANTA CRUZ

00-187

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(Date)

7/26/99

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)
ECOLOGY ACTION OF SANTA CRUZ
and, P.O. BOX 1188, SANTA CRUZ, CA 95061 (Name & Address)

2. The agreement will provide SOLID WASTE PUBLIC INFORMATION SERVICES.

3. The agreement is needed BECAUSE THE WORK CAN BE PERFORMED MOST EXPEDITIOUSLY
BY CONTRACT.

4. Period of the agreement is from BOARD APPROVAL to JUNE 20, 2000

5. Anticipated cost is \$99,000.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT: \$99,000.00; OVERHEAD: \$6,930.00; TOTAL \$105,930.00

Agenda 8/10/99

7. Appropriations are budgeted in 625110 151028 136651 (Index#) 3590 (Subject)

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

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

Contract No. CO91904 Date 7/29/99

GARY A. KNUTSON, Auditor - Controller

By Ronald J. Silva Deputy.

Proposal 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 DEPARTMENT OF

PUBLIC WORKS (Agency).

County Administrative Officer

Remarks:

(Analyst)

By [Signature] Date 7/30/99

Agreement approved as to form. Date _____

DdG:rw

Distribution:

Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green *
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss

I _____ 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

_____ 19 _____ BY _____ Deputy Clerk