

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

County of Santa Cruz⁰³⁸³

DEPARTMENT OF PUBLIC WORKS

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

AGENDA: APRIL 25, 2000

April 13, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

**SUBJECT: USED OIL RECYCLING OPPORTUNITY GRANT IMPLEMENTATION
CONTRACTS**

Members of the Board:

On March 21, 2000, your Board approved an agreement with the California Integrated Waste Management Board (CIWMB) for a Used Oil Opportunity Grant - Fifth Cycle in the amount of \$662,346, to conduct regional oil recycling program enhancements. At that time Public Works promised to return to your Board for approval of one or more independent contractor agreements with vendors and local jurisdictions to assist in carrying out grant projects. Two agreements are attached for your Board's consideration today.

Under terms of the CIWMB agreement, the County of Santa Cruz is the lead agency in a regional partnership with non-profit agencies and local jurisdictions including the County of San Benito, the Salinas Valley Solid Waste Authority, and the cities of Santa Cruz and Watsonville. This two-year project will supplement existing oil recycling activities by improving and promoting used oil collection for multi-family residences and agricultural enterprises and by promoting the use of re-refined oil to the public and to fleet managers at private businesses and public agencies.

Ecology Action of Santa Cruz will be the primary subcontractor, implementing each program component, hiring and directing short-term staff, subcontracting technical work, conducting program evaluation, and preparing progress reports and payment requests to CIWMB standards. Ecology Action would carry out this work for the not-to-exceed amount of \$550,515.

Ross-Campbell, Inc., will provide public awareness services to promote the use of re-refined motor oil. As increasing the purchase and use of fully tested lubricating oils is key to stimulating the market for recycled oil, business sectors not currently using re-refined oil will be encouraged to do so. Ross-Campbell, Inc., will produce a professional quality video and accompanying promotional packaging and literature targeting farmers, growers and agriculturalists. In addition, Ross-Campbell, Inc., will provide copies of a previously produced video targeting business and agency fleet managers, and they would accomplish these tasks for \$36,370.

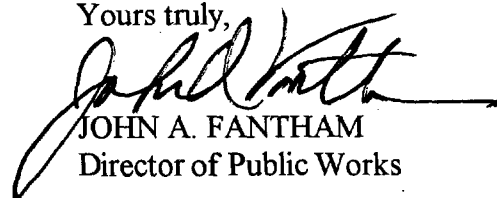
Ecology Action of Santa Cruz and Ross-Campbell, Inc., were specifically named in the work plan of the grant proposal that Public Works submitted to the CIWMB on October 1, 1999. This submission was approved by your Board Resolution No. 436-99 on October 26, 1999. The grant application naming these contractors was subsequently approved for funding by the CIWMB on December 15, 1999. The grant approval was due in part to the participation of these contractors, both of which have previously carried out similar successful regional projects with the CIWMB. Upon CIWMB's approval of the grant application, Public Works staff consulted with representatives of the local government partners named in the application, all of whom concurred that Ecology Action of Santa Cruz and Ross-Campbell, Inc., were most qualified for the work tasks allotted to them.

The four local governmental jurisdiction partners will also assist in carrying out oil recycling activities under the CIWMB grant. Independent contractor agreements will be negotiated with these agencies to reimburse their eligible expenses, for a combined total not to exceed \$32,130. Under these agreements, agency staff will play an advisory and coordination role to assure that grant projects are implemented in conformance with local programs and preferences, and they will also carry out limited tasks directly. The remainder of CIWMB grant funds, in the amount of \$43,331, is allocated to Public Works to cover direct expenses and grant administration costs. Funds sufficient for these expenditures have been appropriated in the Solid Waste Budget as a result of Board Resolution No. 85-2000 Accepting Unanticipated Revenue, adopted March 21, 2000.

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

1. Approve independent contractor agreements with Ecology Action of Santa Cruz to conduct regional oil recycling program enhancements for a not-to-exceed amount of \$550,515, and with Ross-Campbell, Inc., to provide public awareness services to promote the use of re-refined motor oil, for a not-to-exceed amount of \$36,370.
2. Authorize the Director of Public Works to sign the agreements on behalf of the County of Santa Cruz.

Yours truly,


JOHN A. FANTHAM
Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Public Works

OILM

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) A-Hood (e)

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 95061-1188 (Name & Address)

2. The agreement will provide USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES

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

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

5. Anticipated cost is \$ 550,515.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$550,515.00; 7% OVERHEAD \$38,536.05; TOTAL \$589,051.05

7. Appropriations are budgeted in 625110 !51035! 3665! (Index#) 3590 (Sub object)

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

Appropriations are available and have been encumbered. Contract No. C092075 Date 4/12/00
are not available and will be encumbered.

GARY A. KNUTSON, Auditor - Controller
By [Signature] 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

Remarks: _____ (Analyst)
BY [Signature] County Administrative Officer Date 4/17/00

Agreement approved as to form. Date _____

JS:mg

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 **40**

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of April, 2000, 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: PROMOTION OF USED MOTOR OIL RECYCLING AND PUBLIC AWARENESS SERVICES UNDER THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD USED OIL OPPORTUNITY GRANT, AS DESCRIBED IN SCOPE OF WORK.

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: NOT TO EXCEED \$550,515 IN A MANNER DESCRIBED IN SCOPE OF WORK.

3. **TERM.** The term of this contract shall be: DATE OF EXECUTION UNTIL COMPLETION.

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the 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 DE GRASSI
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 DE GRASSI
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 40 12) 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.

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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 :
SCOPE OF WORK.

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

COUNTY OF SANTA CRUZ

CONTRACTOR:
ECOLOGY ACTION OF
SANTA CRUZ

By: _____
Director of Public Works

By: *Gyunt John*

Address: P.O. BOX 1188
SANTA CRUZ, CA 95061

APPROVED AS TO FORM:

Telephone: (831) 426-5925
FAX: (831) 425-1404
E-MAIL *g.johnson@ecoact.org*

By: *Paul Tan* 4/12/00
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:mg

EAM

SCOPE OF WORK

Used Oil Recycling Opportunity Grant
Contractor: Ecology Action of Santa Cruz

1. Work Tasks. Contractor will participate in used oil recycling and promotion services as described in the Fifth Cycle Local Government Used Oil Opportunity Grant Agreement (contract number UOG5-99-3028) between the California Integrated Waste Management Board (CIWMB) and the County of Santa Cruz (County), which is hereby included by reference. Contractor will complete all work tasks assigned to "Ecology Action" in the Work Statement, attached as Exhibit A, except as modified by mutual consent of County and Contractor.

2. Compensation. The County will reimburse Contractor monthly, subject to acceptance and payment of Contractor's claims by the CIWMB, within the maximum amount of this Agreement for the actual cost of expenditures itemized in the Budget, attached as Exhibit B. Specific figures listed in the Budget are for planning purposes and may be adjusted by mutual consent of County and Contractor, with approval by the CIWMB.

A. Contractor will submit supporting documentation and a progress report with each reimbursement request.

B. Contractor's labor cost will be reimbursed at the following rates:

1) \$50 per hour for all Contractor staff to conduct direct project implementation and evaluation tasks.

2) \$13 per hour for student/outreach workers.

WORK STATEMENT

Applicant County of Santa Cruz Date: 9/28/99
 Reporting and Expenditure Category Residential Collection - Regional Multiplex Collection Pilot

Activity Number	Description of Activity	Staff or Contractor	Time Period
(1)	Form a project steering committee comprised of representatives from each of the participating jurisdictions.	Staff	1/1/00 - 2/28/00
(2)	Coordinate with the steering committee to establish site selection criteria including building management policies, access for collection equipment, and space for storage and staging of material prior to pickup. One or more complexes will be chosen from the City of Santa Cruz, the County of Santa Cruz, the County of San Benito, and two among the member Cities of the Salinas Valley Solid Waste Authority.	Staff	3/1/00 - 4/30/00
(3)	Coordinate with the steering committee the selection of seven multiresidential complexes to participate in the pilot.	Staff	5/1/00 - 5/30/00
(4)	Work with the management of each building to determine best locations for storage infrastructure and signage.	Ecology Action	7/1/00 - 9/30/00
(5)	Negotiate with current curbside oil recycling service providers throughout the region to add the selected buildings to the hauler's curbside routes.	Ecology Action	5/1/00 - 6/30/00
(6)	Conduct a written survey to establish a baseline of oil recycling behavior prior to the onset of curbside service.	Ecology Action	5/30/00 - 6/30/00
(7)	Coordinate installation of appropriate storage cabinets in recycling areas.	Ecology Action	7/1/00-9/30/00
(8)	Conduct door-to-door outreach employing doorhangers and handbills that will be left at each unit. Produce and include informational pieces on the new programs in all appropriate internal communications to tenants. Also distribute oil recycling containers.	Ecology Action	9/30/00 - 5/30/01
(9)	Conduct program cost analysis to develop cost and diversion projections for deploying the collection approach for the entire region.	Ecology Action	11/30/01 - 1/30/02
(10)	Conduct a second survey to determine the change in oil recycling behavior which corresponds with the curbside program.	Ecology Action	7/1/01 - 10/30/01
(11)	Prepare report that compares the cost and diversion performance of the pilot collection program with the effectiveness of the intensive outreach program proposed under the Public Education component.	Ecology Action	11/30/01 - 1/30/02

WORK STATEMENT

Applicant County of Santa Cruz Date: 9/28/99
 Reporting and Expenditure Category Publicity & Education - Outreach to Underserved DIVERS in Priority Neighborhoods

Activity Number	Description of Activity	Staff or Contractor	Time Period
(1)	Negotiate with eight collection centers near the target neighborhoods to honor a coupon for re-refined oil (RRMO) and an oil filter and commit to stocking RRMO for at least one year	ecology action	3/1/00 - 5/1/00
(2)	Arrange coupon program with eight quick lube business for discounted oil change with RRMO. Provide these businesses with bulk re-refined oil at no charge as an incentive for honoring the coupon and committing to stock RRMO for at least one year.	Ecology Action	3/1/00 - 5/1/00
(3)	Purchase RRMO and distribute to each participating center.	Ecology Action	5/1/00 - 6/1/00
(4)	Create a bilingual incentive coupon. One side of the coupon will be good for 5 free quarts of RRMO and a filter. The coupon will be redeemable only if the customer brings in used motor oil for recycling at the same time. The other side of the coupon will be good for an oil change with RRMO, discounted by the cost of the oil.	Ecology Action	5/1/00 - 6/1/00
(5)	Develop or adapt an existing English/Spanish language brochure to depict proper oil handling and disposal techniques.	Ecology Action	3/1/00 - 7/1/00
(6)	Solicit partnerships with five large cultivation companies in the region. Arrange 30 in-field presentations and distribute educational literature, a drain pan style oil recycling container, and the incentive coupon.	Ecology Action	5/1/00 - 7/1/00
(7)	Recruit and train bilingual/bicultural students to conduct door-to-door outreach at labor camps and in other priority neighborhoods.	Ecology Action	7/1/00 - 10/30/00
(8)	Canvas labor camps in the region reaching approximately 1,000 residents. Distribute a drain-type used oil container, an English/Spanish language brochure, and the incentive coupon to each resident.	Ecology Action	7/1/00 - 10/30/00
(9)	Canvas approximately 1,000 residents in priority neighborhoods. Distribute a drain-type used oil container, an English/Spanish language brochure, and the incentive coupon to each resident.	Ecology Action	3/1/00 - 5/1/00
(10)	Select ten multifamily complexes representing the range of DIVERS in the target region with regards to building management and demographics.	Ecology Action	3/1/00 - 5/1/00

Applicant County of Santa Cruz
 Reporting and Expenditure Category Publicity & Education – Outreach to Underserved JYers in Priority N

Date: 9/28/99

Activity Number	Description of Activity	Staff or Contractor	Time Period
(11)	Work with building managers to develop an outreach approach to the selected multifamily complexes.	<i>Ecology Action</i>	3/1/00 – 5/1/00
(12)	Conduct initial door-to-door outreach to distribute a doorhanger containing a survey and incentive coupons.	<i>Ecology Action</i>	8/1/00 – 10/30/00
13	Conduct a second door-to-door outreach to distribute a doorhanger containing a survey and incentive coupons.	<i>Ecology Action</i>	5/1/01 – 7/1/01
(14)	Compare baseline survey data with end-of-pilot data to determine the effectiveness of the program.	<i>Ecology Action</i>	10/30/01 – 12/30/01
(15)	Compare program costs with costs of pilot collection to determine the optimum oil capturing system for the target audience.	<i>Ecology Action</i>	10/30/01 – 12/30/01

WORK STATEMENT

Applicant: County of Santa Cruz
 Reporting and Expenditure Category: Publicity & Education - Regional Promotion of Re-Refined Motor Oil

Date: 9/28/99

Activity Number	Description of Activity	Staff or Contractor	Time Period
(1)	Collect contact information for all fleet managers in the region. Establish baseline of the use of RRM0 by public and private fleets in the region.	<i>Ecology Action</i>	3/1/00 - 6/30/00
(2) 6 30	Collect grower contact information from Farm Bureaus. Establish baseline of the current use of RRM0 by growers in the region. Prioritize growers with larger farm parcels.	<i>Ecology Action</i>	3/1/00 - 6/30/00
(3)	Identify RRM0 distributors.	<i>Ecology Action</i>	3/1/00 - 6/30/00
(4)	Solicit jobbers to regularly stock RRM0 by offering them a premium which will provide them with ten 5-gallon containers of RRM0 free, under the condition that they commit to stock the re-refined product for <i>at least one year</i> .	<i>Ecology Action</i>	3/1/00 - 6/30/00
(5)	Assist jobbers to incorporate information supporting RRM0 into their customer newsletters at least twice during the grant period, and jobbers will be encouraged to post on-site signage (designed under this grant) to remind growers to purchase RRM0.	<i>Ecology Action</i>	5/1/00 - 3/1/02
(6)	Develop a marketing packet demonstrating the performance, availability, and advantages of RRM0.	<i>Ecology Action</i>	4/1/00 - 6/30/00
(7)	Develop a video encouraging growers to trial RRM0 in their farming equipment and vehicles.	<i>Ross Campbell</i>	3/1/00 - 8/1/00
(8)	Purchase a TV/VCR to play a looped version of the testimonial video to growers at Jobber sites, Expo events, and pertinent grower meetings.	<i>Ecology Action</i>	7/1/00
(9)	Present video at Agricultural Expo events, Farm Bureau meetings, crop-specific association meetings, pesticide re-issuance meetings, and at Jobber sites.	<i>Ecology Action</i>	7/1/00 - 11/30/00
(10)	Recruit three driver/owners to trial and promote RRM0.	<i>Ecology Action</i>	3/1/00 - 5/30/00
(11)	Implement an incentive program for retail stores to stock RRM0.	<i>Ecology Action</i>	3/1/00 - 6/30/00

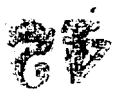
Activity Number	Description of Activity	Staff or Contractor	Time Period
(12)	Purchase RRRMO and distribute to participating retail outlets.	<i>Ecology Action</i>	4/1/00 - 8/30/01
(13)	Develop bilingual coupons offering one free quart of RRRMO with the purchase of four or more quarts of the re-refined product. Assemble coupons onto Point of Purchase display information.	<i>Ecology Action</i>	3/1/00 - 6/30/00
(14)	Modify a segment of the Earth's 911 Hotline to provide current information on the nearest location to purchase RRRMO, as well as locations to recycle their waste oil and filters at the closest <i>Agricultural Used Oil Collection Centers</i> . Promote the Hotline through television Public Service Announcements, the grower "testimonial video," and the RRRMO promotional packets.	<i>Ecology Action</i>	3/1/00 - 8/30/00
0397	Develop grower incentive coupons good for five dollars off a five gallon container of oil.	<i>Ecology Action</i>	3/1/00 - 6/30/00
(16)	Assemble mailings that include the Ross Campbell Fleet video, the marketing packet, information explaining where to purchase RRRMO, and printed literature that describes the advantages of RRRMO.	<i>Ecology Action</i>	6/30/00 - 8/30/00
(17)	Distribute marketing packets to priority fleet managers. Follow-up mailings with phone calls and both schedule and hold in-person meetings.	<i>Ecology Action</i>	6/30/00 - 3/30/01
(18)	Deliver grower incentives via Farm Bureau offices, at agricultural-related events, and at Jobber sites selling RRRMO.	<i>Ecology Action</i>	7/1/00 - 3/30/01
(19)	Distribute RRRMO promotional materials and coupons at Watsonville Speedway.	<i>Ecology Action</i>	6/1/00 - 10/30/00 6/1/01 - 10/30/01

WORK STATEMENT

Applicant County of Santa Cruz Date: 9/28/99
Reporting and Expenditure Category Publicity & Education - Statewide Promo of Agricultural Collection Centers

Activity Number	Description of Activity	Staff or Contractor	Time Period
(1)	Conduct research to identify all existing agricultural collection centers throughout the State.	<i>Ecology Action</i>	3/1/00 - 4/30/00
(2)	Work with CIWMB, <i>Earth's 911</i> , and recycling agencies throughout the State to develop a script to guide callers through the system.	<i>Ecology Action</i>	5/1/00 - 8/30/00
(3)	Create a steering committee comprised of Farm Bureau and Agricultural Commissioner representatives, CIWMB staff, and oil industry representatives. Schedule committee to meet quarterly or as needed throughout the implementation of this component.	<i>Ecology Action</i>	3/1/00 - 3/30/02
(4)	Conduct celebrity recruitment for the PSAs and a press conference.	<i>Environmental Media Association</i>	3/1/00 - 5/30/00
(5)	Coordinate the production of two 30-second PSAs including the scripting and the procurement of studio time, professional editing services, and post production expertise.	<i>Environmental Media Association</i>	5/1/00 - 9/30/00
(6)	Coordinate paid advertising space during agricultural programming in all media markets that reach growers.	<i>Ecology Action</i>	8/1/00 - 12/30/01
(7)	Create a marketing package for master tapes to be distributed statewide.	<i>Ecology Action</i>	9/1/00 - 10/30/00
(8)	Promote PSA to station managers statewide in order to generate an increased "free-media" for the campaign.	<i>Ecology Action</i>	9/1/00 - 3/30/02
(9)	Organize and host a high profile media event featuring celebrities.	<i>Hill & Knowlton</i>	1/1/01 - 1/30/01

0398



WORK STATEMENT

Date: 01/22/00

Applicant County of Santa Cruz
 Reporting and Expenditure Category Grant Administration

Activity Number	Description of Activity	Staff or Contractor	Time Period
(1)	Negotiate and manage subcontracts as needed with the appropriate community partners and businesses who will assist the County in implementing the proposed program components.	Staff	1/1/00 - 4/30/02
(2)	Evaluate all program components and produce a progress report and other relevant documentation. Provide training and technical assistance for the same to all regional partners.	Ecology Action	1/1/00 - 4/30/02
(3)	Direct or assist in programmatic implementation (local government staff from regional partners).	Staff & Regional Partners	1/1/00 - 4/30/02
(4)	Produce and maintain an audit file including progress reports and payment requests which complies with CIWMB audit requirements; submit payment requests to CIWMB; process subcontractor payment requests.	Staff	1/1/00 - 4/30/02

**BUDGET
EXHIBIT B**

0400

LOCAL GOVERNMENT USED OIL RECYCLING OPPORTUNITY GRANT - 5TH CYCLE

TOTAL PROPOSED ITEMIZATION

RESIDENTIAL COLLECTION

REGIONAL MULTI-FAMILY COMPLEX COLLECTION PILOT

Contractor cost to implement	Ecology Action, 16 months at 25% FTE	\$39,000
per service survey		
doorhanger/survey	350 households 1.70 (with perforations)	\$245
return postage	affixed to survey instruments	5123
Door-to-door promotional literature (bilingual)		
doorhanger	350 households (two rounds) at \$.50	\$250
Spanish/English brochure	350 at \$.50 (attached to doorhanger)	\$250
Hardware for Seven Complexes		
storage cabinets	\$1000 each complex	\$7,000
signage	\$400 per site (3 satellite signs, and two near storage cabinet)	\$2,800
used oil container	150 DIY households at \$3.50 each	\$525
Cost for hauler to collect	52 pickups at \$25, five complexes	\$9,100
Contractor mileage/travel cost	\$.24/mile (30 trips at 70 miles average miles)	\$504
Phone	long distance	\$250
Residential Collection Subtotal		\$80,047

0275

PUBLICITY AND EDUCATION

COMPONENT A - OUTREACH TO UNDESERVED DIY'ERS IN PRIORITY NEIGHBORHOODS LA MULTIFAMILY PROMOTION PLOT

Seasonal Laborer Outreach (In-field and at home)

Contractor cost to implement	Ecology Action, 18 months at 35% FTE	\$54,600
In-field presentations costs (reaching 2700 workers)		
container & label (English/Spanish)	2700 at \$3.50	\$9,450
coupon	2700 at \$.15/ piece	\$405
Spanish/English brochure	2700 at \$.50/piece	\$1,350
van to transport containers	14 days @ 75/day	\$1,050
display board & graphics	\$1000 & \$250 respectively	\$1,250
Labor Camps door-to-door costs (reaching 1000 households)		
container & label (English/Spanish)	1000 at \$3.50	\$3,500
coupon	1000 \$.15/ piece (attached to doorhanger)	\$150
doorhanger	1000 households at \$.50	\$500
at-cost labor to canvas	students at \$13/hour (includes taxes and insurance)	\$3,250
van to transport containers	10 days at \$75/day	\$750
Coupon Incentives (15% return on 2700 coupons = 405 redemptions)		
re-refined oil	five quarts at \$1.10/quart (half of all redemptions)	\$1,117
filter	\$5.00 average/per filter (half of all redemptions)	\$1,013
re-refined oil (fast change shop)	oil supplied to shops (half of all redemptions)	\$1,117
Phone	long distance	\$250
Mileage	\$.24/mile (30 trips at 70 miles average miles)	\$504
Subtotal		\$80,256

Priority Neighborhood Outreach

Contractor cost to implement	Ecology Action, 18 months at 20% FTE	\$31,200
Person-to-person in 3 neighborhoods (1000 households)		
container & label (English/Spanish)	1000 at \$3.50	\$3,500
coupon	1000 at \$.15/ piece	\$150
Spanish brochure	1000 at \$.50/piece	\$500
van to transport jugs & students	15 days @ 75/day	51,125
at-cost labor to canvas	students at \$13/hour (includes taxes and insurance)	\$13,300
Coupon Incentives (15% return on 1000 coupons = 150 redemptions)		
re-refined oil	five quarts at \$1.10/quart (half of all redemptions)	\$413
filter	\$5.00 average/per filter (half of all redemptions)	\$375
re-refined oil (fast change shop)	oil supplied to shops (half of all redemptions)	\$413
Phone	long distance	\$250
Mileage	1000 miles at \$.24/mile	\$240
Subtotal		\$51,166

Intensive Multi-Family Complex Outreach Pilot

Contractor cost to implement	Ecology Action, 18 months at 35% FTE	\$54,600
Door-to-door at 10 complexes (500 households)		
doorhanger	1000 at \$.50 (two waves)	\$500
coupon	1000 at \$.15 (two waves attached to doorhanger)	\$150
Spanish/English brochure	500 at \$.50/piece (attached to door hanger)	\$250
at-cost labor to canvas	students at \$13/hour (includes taxes and insurance)	\$5,200
Coupon Incentives (75 redemptions = 15% return)		
re-refined oil (collection centers)	five quarts at \$1.10/quart (half of all redemptions)	\$209
filters (collection centers)	\$5.00 average/per filter (half of all redemptions)	\$188
re-refined oil (fast change shop)	oil supplied to shops (half of all redemptions)	\$209
Survey (500 households, pre and post outreach)		
doorhanger/survey (two rounds)	\$.70 each (w/perforations)	\$700
return postage for survey	\$.35 each	\$350
Phone	long distance	\$250
Mileage	1060 miles at \$.24/mile	\$240
Subtotal		\$62,846

Component A Total 5194,268

PUBLICITY AND EDUCATION**COMPONENT B - REGIONAL PROMOTION OF RE-REFINED MOTOR OIL**

Contractor cost to implement	Ecology Action, 18 months at 90% FTE	\$140,000
Promotional Video for Fleets (50 packets)		
Ross-Campbell, Inc. video info. packet postage & reproduction	'Make a Change for the Better' (shipping only) 50 pieces at \$4.00	\$50 \$200
Promotional Video for Growers (250 packets)		
production of ag-specific video	Ross Campbell (see attached cost detail)	\$31,070
companion brochure to video	Ross Campbell	\$2,050
video sleeve art & production	Ross Campbell	\$3,000
TV/VCR for Jobbers and Expos	all-in-one	\$350
Reaching Growers		
booth space	two expos	\$800
funnels	500 for ag expos (\$1.50 each) with printed info.	\$750
oil coupon (2000 distributed)	\$5 off 5 gal. (15% return = 300 redemptions) + production	\$1,800
on-sib signage at jobbers	color reproduction	\$100
oil incentives to jobbers	55 gallons to each of 10 jobbers	\$2,500
Racetracks Promotions		
re-refined oil for drivers	distributed to drivers for trialing	\$2,000
spectator coupon (4000 distributed)	4000 at f.15 each (15% redemption = 600 returns)	\$600
re-refined oil	5 quarts at \$1.10/quart (300 redemptions at collection centers)	\$1,650
filters	\$5.00 average/per filter (300 redemptions at collection centers)	\$1,500
re-refined oil	oil supplied to shops (300 redemptions at rapid oil change shops)	\$1,650
prizes for spectators (2 per night)	20 events, free quicklube oil change (\$30 value)	\$1,200
booth space	10 events at \$100	\$1,000
booth hardware	graphics, table	\$500
re-refined brochure and supplier list	2000 pieces at \$.20 each	\$400
two banners and hanging space rental	vinyl 10 ft x 5 ft (two colors)	\$1,000
Sticking Re-Refined in Collection Centers and Rapid Oil Change Shops		
premium for 10 quick change canters	One 55-gal. trial barrel of re-refined per shop	\$2,300
premium for 10 collection centers	10 cases per store at \$1.10 per quart	\$1,320
point-of-purchase displays	graphics, art work, production of 18 displays	\$800
discount tear-off sheet	1 qt free with purchase of 4 qts or re-refined (2000 takers)	\$2,200
Phone	long distance	\$300
Mileage	50 trips at 50 miles. \$.24/mile	\$600
Component B Subtotal		5201,690

PUBLICITY AND EDUCATION**COMPONENT C - STATEWIDE PROMOTION OF AGRICULTURAL COLLECTION CENTERS**

Contractor staff cost to implement	Ecology Action, 18 months at 20% FTE	\$31,200
Contractor mileage/travel cost	\$.24/mile (30 trips at 275 miles)	\$1,980
PSA production costs	Contractor to be selected at \$25,000 per PSA (1 PSA)	\$25,000
"Celebrity procurement"	contract with Environmental Media Association	\$10,000
Ad space in 6 media markets statewide	cable and broadcast network spots "seeding" the PSAs	\$25,000
Reproduction & packaging PSAs		
duplication and coding	100 coded beta masters (\$30 each)	\$3,000
customization	Earth's 911	\$2,000
video sleeve production	100 at \$5.00 each, plus commissioned art	\$2,000
story board production	100 at \$3.00	\$300
Media kick-off event	contracted to Hill and Knowlton	\$5,000
Travel		
media kickoff event	San Jose-LA (air & ground transport & one night accommodations)	\$360
PSA production event	San Jose-LA (air & ground transport & one night accommodations)	\$360
Phone	long distance	\$250
Tracking media effectiveness	Earth's 911 coat to produce quarterly reports	\$2,000
Component C Subtotal		5108,450

OTHER: PERSONNEL COSTS

Evaluation of all program elements	Contractor cost (10% of contractor implementation line items)	\$35,060
Steering and coordination	3 partnering agencies, 100 hn each at \$65/hr, fully loaded rate	519,500
	Subtotal of Grant Implementation Costs	5619,015
Grant administration	County of Santa Cruz cost at 7% of grant implementation costs	\$43,331
	Subtotal of Other: Personnel Costs	197,891

Grand Total **\$662,346**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/11/2000

PRODUCER (831)426-2090 FAX (831)423-0641

m. W. Kelly & Co., Inc.
11 River Street
P.O. Box 1702
Santa Cruz, CA 95061

INSURED
Ecology Action
Po Box 1188
Santa Cruz, CA 95061-1188

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

COMPANIES AFFORDING COVERAGE

COMPANY A	Charity First	0402
COMPANY B		
COMPANY C		
COMPANY D		

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

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT	X-660-455X4024-TCT-98	09/15/1999	09/15/2000	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGC \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY, \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE. INCL EXCL OTHER				WCS STATU TORY LIMITS OTH ER EL EACH ACCIDENT \$ CI DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The County of Santa Cruz, its officials, employees, agents, and volunteers are added as additional insureds as respects to the operations and activities of, or on behalf of, the named insured performed under agreement with the County of Santa Cruz.

CERTIFICATE HOLDER

Pan De Grassi
County of Santa Cruz
Public Works Department
701 Ocean Street
Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~EXERCISE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

AUTHORIZED REPRESENTATIVE

Ianes J. Kelly

RPM
acct
file

STATE
COMPENSATION
INSURANCE
FUND

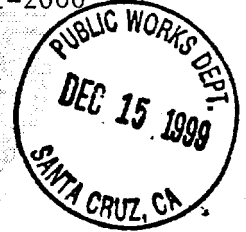
P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

0403

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

DECEMBER 13, 1999

POLICY NUMBER: 1221315-99
CERTIFICATE EXPIRES: 11-01-2000



COUNTY OF SANTA CRUZ
ATTN : PUBLIC WORKS DEPARTMENT
701 OCEAN STREET ROOM f410
SANTA CRUZ, CA 95060

L

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
AUTHCRIZED REPRESENTATIVE

KC Bollier
PRESIDENT

Employer's liability limit including defense cost: \$1,000,000. per occurrence.

EMPLOYER

ECOLOGY ACTION OF SANTA CRUZ
P.O. BOX 1188
SANTA CRUZ, CA 95061

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COUNTY OF SANTA CRUZ

0404

REQUEST FOR APPROVAL OF AGREEMENT

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

FROM:

PUBLIC WORKS

(Dept.)

[Handwritten Signature]

(Signature)

4-11-00

(Date)

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
ROSS-CAMPBELL, INC.
and 912 "F" STREET, SACRAMENTO, CA 95814-1758 (Name & Address)

2. The agreement will provide PUBLIC AWARENESS SERVICES TO PROMOTE USE OF RE-REFINED MOTOR OIL

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

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

5. Anticipated cost is \$ 36,370.00 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: CONTRACT \$36,370.00; 7% OVERHEAD \$2,545.90; TOTAL \$38,915.90
2545.90

7. Appropriations are budgeted in 625110 !51035!3556! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C092076 Date 4/12/00
are not will be

GARY A. KNUTSON, Auditor - Controller

By [Handwritten Signature] Deputy.

JS:mg

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).

Remarks:
By [Handwritten Signature] County Administrative Officer Date 4/17/00
(Analyst)

Agreement approved as to form. Date

Distribution:

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

State of California)
County of Santa Cruz) ss

f 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

*To Orig. Dept. if rejected.

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 25th day of April, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ROSS-CAMPBELL, INC., hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Public awareness services to promote use of refined motor oil, as described in Scope of Work

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$36,370, in a manner described in Scope of Work.

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

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

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

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the 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:

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

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

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(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.

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

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

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

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

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

COUNTY OF SANTA CRUZ

CONTRACTOR
ROSS-CAMPBELL, INC.

By: _____
Director of Public Works

By: Shawn Campbell
Address: 1912 F Street
Sacramento, CA 95814 - 1759

APPROVED AS TO FORM:

Telephone: (916) 446-4744
FAX: (916) 446-0386
E-MAIL Shawn@ross-campbell.com

By: Sam Taylor 4/12/00
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

RCB

Contract No. _____

0410

SCOPE OF WORK

Used Oil Recycling Opportunity Grant
Project: Re-Refined Oil Marketing
Contractor: Ross-Campbell, Inc.

I. WORK TASKS

Contractor will participate in the Publicity and Education Component B: Regional Promotion of Re-Refined Oil as described in the Fifth Cycle Local Government Used Oil Opportunity Grant Agreement (contract number UOG5-99-3028) between the California Integrated Waste Management Board (CIWMB) and the County of Santa Cruz (County) which is hereby included by reference. Contractor will complete the work tasks listed below.

A. WORK PRODUCTS & MILESTONES

1. Video Production
 - a. Pre-production design approval
 - b. Pre-edit video shoot completion
 - c. Completion
2. Companion Brochure
 - a. Design approval
 - b. Completion
3. Video Sleeves
 - a. Design approval
 - b. Completion
4. Existing video packet distribution
 - a. Completion

B. SCHEDULE

Projected Start Date: May 1, 2000
Projected Finish Date: September 30, 2000

C. PROJECT NARRATIVE

Write, produce, and edit an eight minute video program and companion brochure aimed at increasing the use of re-refined oil with farmers, growers and agriculturists. The video program script and brochure copy will be developed in conjunction with Ecology Action of Santa Cruz staff and approved by County to ensure that appropriate emphasis is given to each aspect of the program.

An off-camera narrator will be used in the video to step the viewers through the video framework. Pre-existing video footage will be used along with at least five new interviews for the video. These will include interviews with representatives from John Deere, Caterpillar, the Farm Bureau, local farmers, a Monterey County official, and jobbers, or alternative interviewees approved by County.

The brochure will be a three-fold, two-color piece which will include key information from the video, along with contact information including phone numbers and jobber information. Appropriate graphics will be added to both the video and brochure. The brochure will be approved by County prior to production.

Upon completion of the video, a four-color sleeve/jacket will be designed and printed to protect and complement the video and brochure, of a design approved by County.

A total of 250 "packets" — a video dub, sleeve and accompanying brochure — will be produced. An additional 500 extra brochures will also be printed. All materials to be shipped in bulk to Ecology Action of Santa Cruz upon completion.

Ross-Campbell will also distribute 50 packets of the existing "Make A Change For The Better" video to fleet managers in the target areas. Distribution list to be provided by Ecology Action of Santa Cruz.

II. COMPENSATION

The County will reimburse Contractor within the maximum amount of this Agreement for the cost of labor, materials and services utilized in performance of this Agreement, upon submission of time logs and itemized receipts.

A. LABOR RATES. Contractor's labor cost will be reimbursed at the following rates:

1. \$75 per hour for principals, account executives, copywriters and media personnel.
2. \$35 per hour for clerical and administrative personnel.
3. Subcontract personnel such as daily hires will be at standard industry rates.

B. PAYMENT SCHEDULE. Payments to Contractor may be made for related expenses upon completion of work product milestones. Contractor will submit a progress statement with each reimbursement request.

C. BUDGET. Specific figures listed are for planning purposes and may be adjusted by mutual consent of County and Contractor.

Video Production

Research / Writing / Pre-Production	.....	\$2,677.00
Production Crew*	.....	\$3,857.50
Camera / Lights / Sound / Grip**	.....	\$3,192.50
Location Costs***	.....	\$2,313.00
Graphics	.....	\$1,482.50
Talent	.....	\$1,750.00
Video Stock	.....	\$1,035.00
Post Production	.....	\$6,050.00
Star Talent (Spokesperson)	.....	\$7,500.00
Music / Effects / Soundtrack	.....	\$1,212.50
Video Production sub-total:	.....	\$31,070.00

Brochure / Video Sleeve Design / Printing

Graphic Design	23 hrs. @ \$75/hr.	\$1,725.00
Layout/Paste-up/Proof	9 hrs. @ \$35/hr.	\$315.00
Copy Writing/re-write/research	17 hrs. @ \$75/hr.	\$1,275.00
Printing (recycled paper)	flat	\$1,590.00
Color proofs	flat	\$145.00
Brochure/Sleeve subtotal:	.....	\$5,050.00

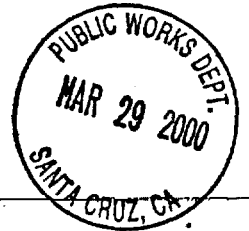
“Make A Change For The Better” video packet distribution
Reproduction & postage 50 @ \$5 ea. \$250.00

Project Grand Total: \$36,370.00

NOTES TO BUDGET:

- * Production Crew includes: Director, Producer, Director of Photography, Audio Mixer, Grip, Gaffer, Production Assistant.
- ** Camera / Lights / Sound / Grip includes: Sony BVP Camera, Sony DVR Digital Recorder, Grip truck, Grip Package, Color Monitor, Light Package, Audio Package.
- *** Location Costs include: Prop Rental & Procurement, Craft Services, Expendables, Mileage, Parking, Permits, and Miscellaneous.

CERTIFICATE OF INSURANCE



This certifies that STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
 STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois

Insures the following policyholder for the coverages indicated below:

Name of policyholder Ross-Campbell, Inc. 0413

Address of policyholder 1912 F Street
Sacramento, CA 95814-1758

Location of operations same

Description of operations all California operations

*DDT
all
full*

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms, exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	
90-NG-5528-5	Comprehensive Business Liability	06/14/99	06/14/01	BODILY INJURY AND PROPERTY DAMAGE	
This insurance includes:				Each Occurrence	\$ 1,000,000
<input type="checkbox"/> Products - Completed Operations				General Aggregate	\$ 2,000,000
<input type="checkbox"/> Contractual Liability				Products - Completed Operations Aggregate	\$ 2,000,000
<input type="checkbox"/> Underground Hazard Coverage					
<input type="checkbox"/> Personal Injury					
<input type="checkbox"/> Advertising Injury					
<input type="checkbox"/> Explosion Hazard Coverage					
<input type="checkbox"/> Collapse Hazard Coverage					
<input type="checkbox"/> General Aggregate Limit applies to each project					
<input checked="" type="checkbox"/> Non-owned auto					
<input type="checkbox"/> _____					
	EXCESS LIABILITY	POLICY PERIOD		BODILY INJURY AND PROPERTY DAMAGE	
	<input type="checkbox"/> Umbrella	Effective Date	Expiration Date	(Combined Single Limit)	
	<input type="checkbox"/> Mher _____			Each Occurrence	\$ _____
				Aggregate	\$ _____
	Workers' Compensation and Employers Liability			Part 1 STATUTORY	
				Part 2 BODILY INJURY	
				Each Accident	\$ _____
				Disease Each Employee	\$ - - -
				Disease - Policy Limit	\$ _____
POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY	
		Effective Date	Expiration Date	(at beginning of policy period)	

If any of the described policies are canceled before its expiration date, State Farm will try to mail a written notice to the certificate holder 30 days before cancellation. If, however, we fail to mail such notice, no obligation or liability will be imposed on State Farm or its agents or representatives.

Name and Address of Certificate Holder
 Attn: Dan deGrassi
 Santa Cruz Co. Public Works Dept.
 701 Ocean Street, Room 410
 Santa Cruz, CA 95060

Bill Batchelder / sme
 Signature of Authorized Representative

Agent
 Title

3/20/00
 Date

**STATE
COMPENSATION
INSURANCE
FUND**

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

0414

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

APRIL 10, 2000

POLICY NUMBER
CERTIFICATE EXPIRES

1073472 - 95
5-1-00

SANTA CRUZ COUNTY-PUBLIC WORKS DEPARTMENT
ATTN: DAN DEGRASSI
701 OCEAN STREET, ROOM 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 ³⁰ten days' advance written notice to the employer.

We will also give you ³⁰ten 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.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05/01/99 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ROSS-CAMPBELL, INC
1912 F STREET
SACRAMENTO CA 95814

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