



County of Santa Cruz⁰³⁵⁹

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 960604070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

AGENDA: AUGUST 22, 2000

August 10, 2000

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street

Santa Cruz, California 95060

SUBJECT: ECOLOGY ACTION OF SANTA CRUZ CONTRACTOR AGREEMENT

Members of the Board:

As your Board is aware, the County 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 Assembly Bill 939 (AB 939).

This year's public information program again has a three part focus. The first priority work area is technical assistance and information oriented to waste reduction and recycling for the business community. The program will continue support this year to 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 consistent with County Code Chapter 5.46.

The second program component is promotion of home composting and this year a new program will provide outreach at Farmers' Markets throughout the county. 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. All of these tasks will directly help the County reach its AB 939 landfill disposal reduction mandate.

Attached to this letter for your consideration is an independent contractor's agreement with the work plan and budget for fiscal year 2000/01. The cost of this agreement is \$99,000 and sufficient funding for this program is included in the CSA-9C Refuse Budget.

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

1. Approve the attached independent contractor agreement with Ecology Action of Santa Cruz for solid waste public information services in the amount of \$99,000.00.
2. Authorize the acting Director of Public Works to sign the agreement on behalf of the County.

Yours truly,



THOMAS L. BOLICH
Acting Director of Public Works

DDG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 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: Solid waste publi 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~~ a l t h r o u g h J u n e 30, 2001.

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
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
70 1 OCEAN STREET, ROOM 4 10
SANTA CRUZ, CA 95060

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

DAN DE GRASSI
COUNTY OF SANTA CRUZ
PUBLIC WORKS DEPARTMENT
70 1 OCEAN STREET, ROOM 4 10
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.

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.

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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

APPROVED AS TO FORM:

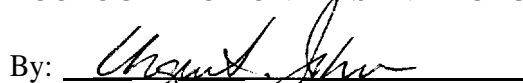
By: 
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

DdG:bbs

EAOSB

CONTRACTOR
ECOLOGY ACTION OF SANTA CRUZ

By: 

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

Telephone: (831) 426-5925

FAX: (831) 425-1404

E-MAIL: ecoact@ecoact.org

ATTACHMENT A

Ecology Action Scope of Work

Fiscal Year 2000/2001

I. BUSINESS WASTE REDUCTION PROGRAM

The goals of this program are:

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

Target Audience:

A list of businesses to be targeted will be established after an evaluative review of the work performed for WM customers during fiscal year 1999/00. The review and list will be complete by 8/30/00. The list will also indicate the schedule for follow-up contacts to businesses that received "business waste reduction services" in previous fiscal years.

Objective (1)

Provide a range of "Waste Audit Services" to current and potential WM commercial customers.

Tasks*

- (a > Outreach to targeted businesses through letters of introduction and/or phone calls to assess the need and provide the most appropriate type of service as listed below:
- . Simple technical assistance to connect the customer to resources for reduction, reuse and recycling;
 - . Phone waste audit survey with follow-up technical assistance;
 - . A partial or full field waste audit, follow-up report and technical assistance.

Definition of the range of "waste audit services" to be offered:

- (1) Provide printed information regarding source reduction, materials reuse, recycling, composting, and buying recycled.
- (2) Make simple recommendations to increase recycling at the business, including referrals to WM for franchise recycling services, disposal reduction estimates, and estimates of disposal cost changes.
- (3) Conduct partial or full waste audits as needed, to include one or more of the services listed below. These may be accomplished either on the phone in the form of a survey or in the field, whichever is most expedient for the situation.
 - . Interviews with appropriate purchasing, facility and maintenance staff;
 - . Documenting the source(s) and amount(s) by category of 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;
- Producing audit reports for the establishments audited, to include:
waste stream quantities and cost; financial and other incentives to reduce the waste stream; source reduction strategies; reuse alternatives through materials exchange; diversion alternatives through recycling and donation; “buy recycled” resources; and resources for recycled content manufacturing components and packaging materials.

(4) Conduct follow-up phone interviews to assess the progress in carrying out the initial recycling/waste reduction recommendations and to identify to the County any obstacles that are hindering said progress. Where appropriate, provide additional recommendations to the business for overcoming the obstacles.

Documentation to County staff will include:

- 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.

Objective (2): Facilitate the exchange of reusable materials among businesses within the unincorporated area of the County. (“**PROMAX**”)

Tasks*:

- (a) Outreach to businesses for the specific purpose of listing materials available for exchange.
- (b) 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.
- (c) Update material exchange networks listings daily as needed and maintain the material exchange network web site. County database listings will be downloaded to the statewide database, CALMAX, making reusable materials from the County available to businesses throughout California.
- (d) Actively facilitate the exchange of reusable materials generated by establishments located in the unincorporated area of the County. Emphasize developing ongoing relationships with the largest producers of waste to divert the most common reusable items on a regular basis. Provide the County with a list of such businesses including material types and quantity estimates.
- (e) 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. Define approach and timing for ads with the County before 8/30/00.
- (f) To leverage County resources, seek funding for maintaining the PROMAX MATERIALS EXCHANGE PROGRAM throughout the tri-county region.

Documentation to County staff will 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 counts of number of new listings and retired listings each month.

Objective (3) Public Outreach to Facilitate compliance with the County Packaging Ordinance**Tasks:**

(a) Develop a plan of action, for County approval by September 30, 2000, to promote ordinance compliance.

At a minimum, include the following elements:

- Identify most recent advances in alternative packing supplies and new developments in packaging issues;
- Updated outreach materials to businesses asking for information on compliance;
- Outreach and promotion tasks, including print and electronic advertising, with the goal of educating and assisting businesses in 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.

2. Carry out the activities of the Packaging Ordinance Action Plan.**Documentation to County staff will include:**

- Monthly reporting of outreach activities conducted, including copy of collateral material produced, research contacts and findings, local business contacts & presentations.

II. HOME COMPOSTING/ORGANIC WASTE DIVERSION PROGRAM**The goals of this program are:**

- To increase public awareness among County residents regarding organic waste diversion services and methods;
- To increase the usage of WM yard waste collection services, or home composting bins, or both;
- To provide home composting education and technical assistance to County residents and businesses.

Target Audience:

Residents and businesses within the unincorporated area of the County.

Objective (1) Make program adjustments to address activity results from previous fiscal years.**Tasks**

- (a) By 7/15/00, evaluate the results of the home composting program activities during fiscal year 1999/2000, focusing on the spring activities.
- (b) Develop a refined program plan for FY 2000, implementation to begin immediately after the evaluation process has concluded and the County has approved the program plan.

Objective (2) Facilitate general promotion of home composting.**Tasks:**

Prepare and run display advertising in newspapers to be determined by County.

- (b) Create inserts for placement in Waste Management bills , as directed by County.
- (c) Create and distribute flyers promoting schedule for Farmers' Market information booths.
- (d) Create banner for canopy on information booth, English & Spanish.
- (e) Distribute brochures to libraries in coordination with County.
- (f) Update brochures: **Worm Composting, Home Composting, Composter's Resource Guide**, in consultation with County. Pre-approval from County before printing.
- (g) Obtain and distribute as needed, Spanish information brochures.
- (h) Administer rebate program for compost unit sales, as directed by County.
- (i) Update website- electronic brochures, links.

Objective (3) Coordinate Framers' Markets home composting information booths.

Tasks*

- (a) Coordinate Master Composters meeting/dinner.
- (b) Coordinate fall and spring schedule for Master Composters to assist at information booths to be set up at various Farmers' Markets around the County to answer questions and provide instruction on composting.
- (c) Develop display material for information booths. Assemble displays and accompanying information Farmers' Markets on scheduled days.

Objective (4) Maintain the **Rotline** Technical Assistance Hotline.

Tasks

- (a) Convert Rotline to menu driven system.
- (b) Review 'hotlines' in other jurisdictions; Write and record the monthly "hottip" onto the outgoing message.
- (c) Write and record promotion information for Farmers' Markets info booths and other community resources on the outgoing message.
- (c) Respond to and log all incoming inquiries.

Objective (5) Maintain the composting demonstration education **display boards** located at:

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

Tasks*.

- (a) Evaluate status of displays- physical condition, visibility, location, brochure information available- and report to County on overall condition and usefulness.
- (b) Visit each site monthly to assure that the signage is clean, readable, and all repairs are accomplished in a timely fashion.
- (c) Facilitate all repairs and replace brochures during monthly visits.
- (d) Propose to the County all changes that seem appropriate. Develop plan and timeline and implement any changes approved.

Objective (6) Provide information to local landscaping industry regarding on-site composting and other waste reduction options.

Tasks.

As directed by County, assist with the development and dissemination of information on grasscycling, on-site composting and other waste reduction activities to the local landscaping industry.

Documentation to the County for all Objectives will include:

- . Monthly update on promotion plan and activities.
- . Dates, attendance and survey data from all information booths and other organizing and public events.
- . Log of all phone inquiries and responses on the Rotline.
- . Log of each monthly visit to demo sites and maintenance performed.
- . Revisions to all outreach materials used in the program.

III. PUBLICATIONS AND HOTLINES

The goals of this program are:

- . To increase public awareness of waste diversion services, reuse opportunities and source reduction strategies among the target audience;
- . To connect residents and businesses of the unincorporated county to the local resources through an information hotline and appropriate publications.

Objective (1) Maintain the County recycling “InfoLine”

Tasks:

- (a) 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. Research all current information to be updated on the hotline, edit the script for County approval, facilitate English to Spanish translation and record the new outgoing messages.
- (b) 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.
- (c) 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.

Objective (2) Update three key information publications

- . **Where To Recycle Guide-Residential**
- . **Buy Recycled Guide**
- . **Where To Recycle Guide--Business**

Tasks:

- (a) Develop a schedule for the annual update of each publication to be approved by the County no later than 8/30/00.
- (b) For each publication, research current community resources through mail and phone contacts.
- (c) For each, edit the document to include the updated information.
- (d) For each, provide the County with a camera-ready copy for printing.

Objective (3)

Coordinate an Internet-based Information System

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Tasks

- (a) Maintain the "Where to Recycle" and "Buy Recycled" information on the Internet Web pages for the County, Ecology Action and Earth's 911 (www.1-800cleanup.org). Provide appropriate links to other community and business web pages as appropriate. Modify database format to enable simple web and paper application
- (b) Monitor the Earth's 911 local recycling information web page and provide update information on a frequency to be determined in consultation with County.

Documentation to the County will include:

- . All scripts associated with updating the Infoline, both in English and Spanish.
- . "Activity Log" for the InfoLine showing details of caller inquiries.
- . Hard copies of all updated publications.
- . Narrative explanation of maintenance tasks associated with the internet-based information system.

IV. GENERAL PROMOTION AND SPECIAL EVENTS**Objective (1)**

As requested by County staff, provide assistance to **generally promote** all County programs, including curbside recycling, drop-off recycling, yard waste recycling, household hazardous waste drop-off, and commercial recycling collection.

Tasks:

- (a) Upon County request, assist with one or more of the following: placement of news paper, TV and radio ads, public service announcements, news paper inserts, hauler bill inserts.
- (b) As requested, develop miscellaneous promotion flyers, brochures, display materials and other promotion items needed.
- (c) As requested, coordinate special community events not listed below.

Objective (2)Attend Special **Community Events****Tasks**

- (a) Coordinate special education display and information booths at the following community events:
 - . Santa Cruz County Fair (August-September)
 - . Home & Garden Show @ Cocoanut Grove (April)
 - . Business Fair @ Cocoanut Grove (Feb-March)
 - . Annual Beach Cleanup (September)
- (b) Develop event materials and set-up information displays.
- (c) Provide transportation, set-up and teardown of the displays and staff each event. All informational materials distributed and display materials shown at special community events will be pre-approved by County staff.
- (d) Submit event evaluations to the County monthly.

Documentation to the County will include:

- . Hard copies of all promotion brochures, press packets, news ads, PSA scripts, newspaper inserts, or other materials developed to implement promotion plan.
- . 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.

PROGRAM REPORTING AND EVALUATION:

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. The narrative summary and any back up documentation will include the information listed under each program work plan; "Documentation to the County will include". Receipts for reimbursable material expenses will be provided. This is for expenses such as education display materials, publicity posters, resource and information brochures, postage, news ads, newspaper insert costs, printing, etc.

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:	2,010 HOURS*
TOTAL STAFF COST @ 45./PER HOUR	\$90,450.00
TOTAL BUDGET FOR REIMBURSABLE EXPENSES	\$ 8,550.00**
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.

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

County of Santa Cruz Public Works Department
7/1/00 through 6/30/01
Public Awareness and Education Services
Solid Waste Reduction and Diversion

LABOR HOURS BUDGET:

	HOURS	BUDGET
I. Business Waste Reduction Program		
A. Waste Audit Services	600	
B. ProMAX Materials Exchange	125	
C. Packaging Ordinance	305	
Subtotal <i>Budget for BWR Program</i>	1030	
II. Home Composting/Organic Waste Diversion Program		
A. Program Development and Planning	25	
B. General Promotion	155	
C. Home Composting Information at Farmers' Markets	165	
D. Rotline (Technical Assistance Hotline)	75	
E. Demonstration Sites Maintenance	60	
F. Landscape Industry Information	10	
Subtotal <i>Budget for HC/OWD Program</i>	490	
III. Publications and Hotlines		
A. Where to Recycle Guide Residential	60	
B. Buy Recycled Guide	60	
C. Where to Recycle Guide Business	60	
D. InfoLine	150	
Subtotal <i>Budget for Publications & Hotlines</i>	330	
IV. General Promotion and Special Events	160	
Total Proposed Staff Hour Budget	2010	
Total Staff Hours = 2,010 @ \$45 per hour =		\$90,450.00

MATERIAL EXPENSE BUDGET:

1. Business Waste Reduction Program		
Brochures/Promo Flyers	\$	1,000.00
2. Home Composting/Organic Waste Diversion Program		
Printed materials	\$	1,000.00
Repair materials for demo sites	\$	1,500.00
(6 SITES @ \$250/EACH)		
Rotline Phone Charges	\$	275.00
Workshop demonstration materials (bins, etc)	\$	500.00
3. General Promotion and Special Events		
Booth Fees	\$	250.00
Education Display Graphics and Graphics Consultant	\$	750.00
4. Mileage	\$	275.00
5. Miscellaneous Promotional Material Expenses and Printing	\$	1,500.00
6. Internet/Web Site Consultant	\$	1,500.00
Total Budget for Material Expenses	\$	8,550.00

TOTAL 2000/20001 BUDGET	\$ 99,000.00
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DATE (MM/DD/YY)
08/01/2000

Santa Cruz, CA 95061-1188

COMPANIES AFFORDING COVERAGE

D

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.

the county of Santa Cruz, its officials, employees, agents and volunteers are added as 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.

James M. Wilson

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

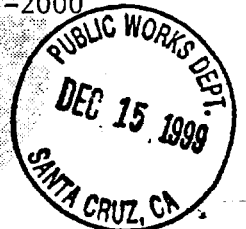
1605D-28.6 (1998) www.fishbase.org/2000/1605D-28.6 (accessed 10/10/2000)

*RPM
acct
file***STATE**
COMPENSATION
INSURANCE
FUND

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

DECEMBER 13, 1999

POLICY NUMBER: 1221315-99
CERTIFICATE EXPIRES: 11-01-2000COUNTY OF SANTA CRUZ
ATTN: PUBLIC WORKS DEPARTMENT
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 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 cost: \$1,000,000. per occurrence.

EMPLOYER

ECOLOGY ACTION OF SANTA CRUZ
P.O. BOX 1188
SANTA CRUZ, CA 95061**43**

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0376

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

FROM:

PUBLIC WORKS

(Dept.)

(Signature)

(Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
Ecology Action of
and Santa Cruz, P. O. Box 1188, Santa Cruz, 95061 (Name & Address)
- The agreement will provide solid waste public information services
- The agreement is needed because the work can be handled most expeditiously by contract
- Period of the agreement is from Board Approval to June 30, 2001
- Anticipated cost is \$ 99,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$99,000.00; Overhead \$6,930.00; Total \$105,930.00
- Appropriations are budgeted in 625110 ! 51028 ! 3665 ! (Index#) 3590 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C002218 Date 8/9/00
are not will be

GARY A. KNUTSON, Auditor - Controller

By

Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Acting Director of Public Works to execute the same on behalf of the Department of

Public Works (Agency).

County Administrative Officer

Remarks:

(Analyst)

By

Date

Agreement approved as to form. Date

DDG:lbs

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 _____

By _____ Deputy Clerk