



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

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THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: MARCH 20, 2001

March 8, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: CENTRAL COAST RECYCLING MEDIA COALITION MEMORANDUM OF UNDERSTANDING

Members of the Board:

On May 9, 2000, the Board of Supervisors passed Resolution No. 127-2000, authorizing the submittal of a funding request form to the Department of Conservation (DOC), Division of Recycling for \$40,250 to be used towards promoting the collection and recycling of beverage containers. The request was successful. As specified by the DOC, these funds will be used for the specific purpose of promoting the collection and recycling of beverage containers.

Unincorporated Santa Cruz County was allocated these funds for fiscal year 1999/2000. The \$40,250 figure was based upon the population of the unincorporated county, as stated in the Annual Demographic Report submitted to the Governor by the Department of Finance. In the future, these funds will be made available to cities and counties annually.

On November 21, 2000, your Board approved an allocation of \$20,000 to the Central Coast Recycling Media Coalition (CCRMC), which is using the DOC funds from jurisdictions in the u-i-county area (Santa Cruz, Monterey, and San Benito), to promote beverage container recycling on local television and radio programs. The CCRMC had requested 50 percent of these funds from every city and county entity in the u-i-county area to fund the production and airing of these regional public service announcements. By pooling our resources, we avoided duplicating efforts and acquired a much larger media purchase for less.

To continue with our regional recycling outreach, the CCRMC has produced a Memorandum of Understanding (MOU) between all the jurisdictions involved. The MOU establishes clear roles for each of the signing agencies, allows for coordinated administration of all funds, and will eliminate the need for multiple contracts and billings to multiple agencies.

On November 21, 2000, your Board authorized Public Works to negotiate an independent contractor agreement with KCBA, Fox 35, to begin production and airing of public service announcements on behalf of the CCRMC. This agreement constitutes the County of Santa Cruz's \$20,000 total contribution to the CCRMC advertising plan for the fiscal year 2000/01.

It is therefore recommended that the Board of Supervisors approve the Memorandum of Understanding for the Central Coast Recycling Media Coalition and authorize the Director of Public Works to sign the Memorandum of Understanding on behalf of the County.

Yours truly,



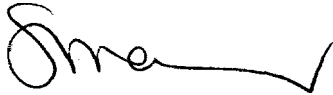
For

THOMAS L. BOLICH
Director of Public Works

RLB:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works Department

MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION
IN AND ADMINISTRATION OF THE
CENTRAL COAST RECYCLING MEDIA COALITION

This Memorandum of Understanding relating to participation in the Central Coast Recycling Media Coalition ("CCRMC") is entered into as of the ____ day of _____ 200 1, by and between the SAN BENITO COUNTY INTEGRATED WASTE MANAGEMENT REGIONAL AGENCY, THE CITY OF SCOTTS VALLEY, THE SALINAS VALLEY SOLID WASTE AUTHORITY (SALINAS SWA), THE COUNTY OF MONTEREY, THE COUNTY OF SANTA CRUZ, THE MRWMD (MONTEREY REGIONAL WASTE MANAGEMENT DISTRICT), THE CITY OF WATSONVILLE, AND THE CITY OF CAPITOLA, hereinafter collectively referred to as the MOU Signatories.

RECITALS

WHEREAS, the MOU Signatories desire to enter into a coalition to jointly develop and promote recycling and waste diversion in Monterey, San Benito, and Santa Cruz Counties; and

WHEREAS, Public Resources Code §41420 describes the requirement for a Source Reduction and Recycling Element (SRRE) to include an education and public information component to educate and inform its citizens about source reduction, recycling and composting programs; and

WHEREAS, the MOU Signatories all receive grant funds from the Department of Conservation, Division of Recycling and may individually have additional funds available for this purpose, and recognizing that entering into this agreement will further those objectives; and

WHEREAS, the MOU Signatories recognize that in pooling all their allotted resources for a media campaign for recycling and waste diversion they are able to receive a more favorable rate for media services than if each MOU Signatory were to contract for media services individually; and

WHEREAS, the MOU Signatories now desire to define their mutual rights, responsibilities, relationships and financial obligations with respect to the CCRMC and its administration;

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

PURPOSE

1. This agreement is entered into for the purpose of providing coordinated administration of the CCRMC activities that will develop and promote recycling and waste diversion through a joint media campaign.

CCRMC MEMBERS

2. The current signatories to this MOU shall be referred to as Participating Members of CCRMC.
3. Each Participating Member of the CCRMC shall appoint a CCRMC representative to be responsible for administering the programs of the CCRMC within the member's jurisdiction and for interacting with the CCRMC as set forth herein.
4. Each Participating Member of the CCRMC shall contribute to the cost of administration and the media campaign in a manner defined below.
5. The appointed representative for each Participating Member of CCRMC shall be responsible for the following functions:
 - a. Attend meetings of the CCRMC as required herein;
 - b. Review promotional materials for the media campaign and provide feedback to the CCRMC; and,
 - c. Communicate CCRMC activities to the respective jurisdictions.

CCRMC COUNCIL

6. The Central Coast Recycling Media Coalition Council (“CCRMC Council”) shall consist of one representative from each Participating Member.
7. The votes of the CCRMC shall be apportioned per the three geographical counties as follows:
 - a. **Santa Cruz County** 4 votes
Comprising Santa Cruz County, Cities of Watsonville, Scotts Valley and Capitola
 - b. **San Benito County** 2 votes
Comprising the San Benito Integrated Waste Management Regional Agency
 - c. **Monterey County** 6 votes
Comprising Monterey County, Salinas SWA, and MRWMD

(The Salinas Valley SWA consists of the Cities of Salinas, Soledad, Greenfield, Gonzales and King City; the MRWMD consists of the Cities of Monterey, Pacific Grove, Marina, Seaside, Carmel, Del Rey Oaks, and Sand City.)

Each County unit shall decide how to apportion its votes.

8. A Chairperson and Vice Chairperson shall be elected for a one-year term at the first meeting of the CCRMC Council, which shall meet thereafter quarterly, or as needed. Any decision affecting the implementation of the CCRMC Media Campaign, CCRMC

administration or CCRMC organizational structure shall be decided by a majority vote of the CCRMC Council.

9. The CCRMC Council shall approve an annual budget. The following shall apply to the budget of the CCRMC:
 - a. The fiscal year for the CCRMC shall be July 1 through June 30. By May 1 of each year, the CCRMC Council shall determine the budget for the coming fiscal year;
 - b. The budget shall include sufficient detail to constitute an operating guideline;
 - c. The CCRMC Council may only approve expenditures within the budget for the overall CCRMC costs. The costs are based on the type and amount of media services and an administrative allotment as described herein;
 - d. By August 30 of each year, the Participating Members shall pay to the CCRMC Treasurer, as specified herein, its jurisdiction's monetary commitment approved by its individual governing body; provided however that a Participating Member that has served timely notice of its withdrawal as a member on or before June 1 shall have no obligation to contribute for the upcoming fiscal year. The amounts contributed per Participating Member shall be reflected in Attachment A. This agreement shall be modified annually to reflect the amount contributed per Participating Member for each fiscal year. Attachment A is incorporated herein and made a part of this agreement; and
 - e. Any decision regarding the budget, including budget allocations, budget contributions, and expenditures, shall be decided by a two-thirds (2/3) vote.
10. Each Participating Member shall serve as the CCRMC Administrator for a period of two (2) years in the following order: San Benito IWMRA, MRWMD, City of Capitola, County of Santa Cruz, County of Monterey, Salinas SWA, City of Scotts Valley, City of Watsonville. The two-year period shall coincide with the fiscal year. Nothing in this agreement shall prevent alternative assignment of the administration function.
11. The appropriate level of staffing necessary to provide all services as required herein shall be determined by each Participating Member for its two years as CCRMC Administrator in order to fulfill the duties set forth below. The CCRMC Administrator shall not be obligated to perform the duties herein unless the full contributions required by the annual budget have been received from all other Participating Members.

The CCRMC Administrator shall be allowed to retain a fixed fee of each fiscal year's budget to cover administrative costs incurred in providing services as the CCRMC Administrator. This fee shall be determined and agreed to by the CCRMC Council as part of the budget for each fiscal year.

12. The following services shall be provided by the CCRMC Administrator on an equal basis to all Participating Members within the CCRMC, under the general direction of the CCRMC Council:
- a. Act as CCRMC Treasurer, or designate an official within his or her jurisdiction, such as County Auditor or City Clerk or Treasurer, to act as the CCRMC's Treasurer at the CCRMC's direction;
 - b. Facilitate communications between and among Participating Members within the CCRMC;
 - c. Communicate and negotiate with media firms and organizations regarding advertising campaigns for recycling and waste diversion in the Counties of San Benito, Monterey, and Santa Cruz;
 - d. Monitor and control budget expenditures;
 - e. Provide quarterly reports on budget expenditures to the CCRMC Council; and,
 - f. Such other duties as the CCRMC Council assigns.

CREATION AND TERMINATION OF STATUS AS
A PARTICIPATING MEMBER

13. For a jurisdiction to participate in the CCRMC as a Participating Member, the jurisdiction must submit to the CCRMC Council an approved resolution from its respective governing body stating an intent to participate in the CCRMC and for the provision of funds as stated in Attachment A.
14. In order for a Participating Member to terminate its status as a participating member, such member must notify the CCRMC Council in writing of its intent to withdraw with delivery to the Council on or before June 1. Such notice shall terminate the member's status as a Participating Member as of July 1 of that year and that member shall have no further financial obligations under this agreement.

A Participating Member may also deliver such notice of termination at any time during the year, in which the termination shall be effective thirty (30) days after its receipt by the Council, but any funds paid heretofore by the jurisdiction shall not be refundable to the member. In the event that the Participating Member electing to terminate under this paragraph is the CCRMC Administrator for that fiscal year, all unspent funds paid to the jurisdiction for acting as the CCRMC Administrator shall be paid to the succeeding CCRMC treasurer as designated by the CCRMC Council prior to the effective date of the member's withdrawal. The terminating member, if acting as treasurer, shall retain as an

administrative fee only the pro rata share based upon the number of months the member served as the treasurer of that fiscal year, multiplied by the allowable percentage for administrative fees as set forth in this agreement, or by ratification of the Council.

15. The CCRMC Council may, by majority vote, determine to remove a Participating Member from further participation in the CCRMC. The sole basis for such removal is that the Participating Member has failed or refused to make timely payment of the contribution required by the annual budget.
16. The CCRMC Council may vote to dissolve the CCRMC as a whole if it is determined that the CCRMC is not financially viable. Financial viability shall be determined at the beginning of each fiscal year when the amount to be distributed to the CCRMC from each Participating Member is known.
17. The CCRMC may accept, by majority vote of the CCRMC Council, other funds made available from Participating Members which have originated as voluntary contributions from other sources. The voluntary contributions shall be made to a Participating Member pursuant to California Government Code § 25355 (acceptance of gifts, bequests, devises)

FINANCING

18. A special trust account will be set up by the CCRMC Administrator for the collection and dispersal of funds. Books and records shall be established and maintained in accordance with generally accepted accounting practices. The CCRMC Administrator will be limited to expending funds from the special trust account for those costs within the approved budget, subject to the availability of funds within the special trust account.

Interest from said trust account shall accrue to the benefit of the CCRMC and such funds shall be added to the available principal for the purposes stated herein. Interest revenue shall be noted separately in the treasurer's quarterly report.

OTHER

19. Any media or promotional material created, adopted, or used in the media campaign shall be the work product of the CCRMC. The CCRMC shall have exclusive ownership rights of the work product. Any member, or any other person, entity, or organization, may only use the work product when authorized by a majority vote of the CCRMC Council.
20. The CCRMC shall adopt such "Standing Rules" as the membership deems necessary for an orderly, efficient organization. Such rules shall become effective by vote of the majority of its Participating Members. The "Standing Rules" shall be reviewed by August 30 of each year, and reaffirmed as to validity. If any "Standing Rule" is not

reaffirmed it shall be eliminated. The "Standing Rules" shall be stated in Attachment B which is incorporated herein. Attachment B is made a part of this agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SAN BENITO
San Benito County Integrated Waste
Management Regional Agency

By: _____

Dated: _____

APPROVED AS TO FORM

By: _____
County Counsel

COUNTY OF SANTA CRUZ

BY: _____

Dated: _____

APPROVED AS TO FORM

By: D. McRae 2-6-01
County Counsel, *Chief Asst*

COUNTY OF MONTEREY

BY: _____

Dated: _____

APPROVED AS TO FORM

By: _____
County Counsel

CITY OF WATSONVILE

By_____

Dated:_____

APPROVED AS TO FORM

By:_____
City Attorney

CITY OF SCOTTS VALLEY

By_____

Dated:_____

APPROVED AS TO FORM

By:_____
City Attorney

CITY OF CAPITOLA

BY_____

Dated:_____

APPROVED AS TO FORM

By:_____
City Attorney

MONTEREY REGIONAL WASTE
MANAGEMENT DISTRICT

By_____

Dated:_____

APPROVED AS TO FORM

By:_____
District Counsel

SALINAS VALLEY SOLID WASTE
AUTHORITY

By _____

Dated: _____

APPROVED AS TO FORM

By: _____
Authority Counsel

ATTACHMENT A**Funding Scale for Participating Members (FY 2000-2001)**

Salinas Valley S WA	\$ 18,000.00
MRWMD	\$ 19,454.50
Monterey County	\$ 7, 500.00
Santa Cruz County	\$ 20,000.00
Watsonville	\$ 5,000.00
Scotts Valley	\$ 5,000.00
San Benito County IWMRA	\$11, 650.00
Capitola	\$ 500.00

Non-Member Corporate Contributions (FY 2000-2001)

Waste Management	\$20,000.00
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ATTACHMENT B

The initial standing rules are hereby agreed to:

1. The CCRMC agrees it is in the best interest of the Participating Members to geographically rotate the meetings every two meetings. Each Participating Member shall host a minimum of two meetings.
2. The CCRMC agrees that in order to avoid an undue burden on any one jurisdiction, the host member shall prepare the meeting notice and the meeting minutes. These shall be prepared and distributed in a timely manner.
3. The CCRMC agrees to form a marketing Sub-Committee each year to prepare the CCRMC media program. The media program includes, but is not limited to, the following:
 - a. The budget for a media campaign;
 - b. The type of media used (i.e. television or radio);
 - c. Review of ratings and demographic data;
 - d. Creation of scripts; and
 - e. Overseeing production and editing of work product.

All of the above is subject to full Participating Membership review and approval.