



County of Santa Cruz

0267

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

AGENDA: AUGUST 27, 2002

August 15, 2002

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
Santa Cruz, California 95060

SUBJECT: ECOLOGY ACTION INDEPENDENT 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 the County's Source Reduction and Recycling Element.

This year's public information program will focus on providing assistance to public schools in the unincorporated county that are not participants in the Public School Resource Conservation Program. Using grant monies from the state Department of Conservation Division of Recycling, the County was able to purchase recycling containers for use in schools. Ecology Action will assist in distributing these containers and establishing collection systems; the same grant monies will also offset part of this cost. Other waste reduction public outreach services to be provided include technical assistance and information oriented to waste reduction and recycling for the business community, home composting information, packaging reduction and materials (reuse) exchange.

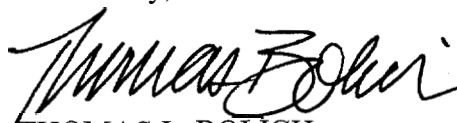
Attached to this letter for your consideration is an independent contractor agreement with the work plan and budget for fiscal year 2002/2003. The cost of this agreement is \$130,260. Sufficient funds for this program are included in the County Service Area No. 9-C solid waste and recycling budget.

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

1. Approve the attached proposed independent contractor agreement with Ecology Action of Santa Cruz for Solid Waste Public Information Services in the amount of \$130,260.

2. Authorize the Director of Public Works to sign the agreement on behalf of the County.

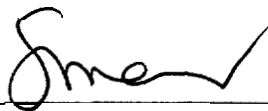
Yours truly,


THOMAS L. BOLICH
Director of Public Works

DdG:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Ecology Action
Public Works Department

ECOB.WPD

**COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT**

0269

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: PUBLIC WORKS (Department)

BY: [Signature] (Signature) 8-12-02 (Date)

Signature certifies that appropriations/revenues are available

AGREEMENTTYPE (Check One) Expenditure Agreement Revenue Agreement

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

1. Said agreement is between the COUNTY OF SANTA CRUZ (Department/Agency)
ECOLOGY ACTION OF SANTA CRUZ
and P. O. Box 1188, Santa Cruz, CA 95061-1188 (Name/Address)

2. The agreement will provide solid waste public information services

3. Period of the agreement is from July 1, 2002 to June 30, 2003

4. Anticipated Cost is \$ 130,260.00 Fixed Monthly Rate Annual Rate Not to Exceed

Remarks: Contract \$130,260; Overhead \$9,118.20; Total \$139,378.20

5. Detail: On Continuing Agreements List for FY 02 - 03 . Page CC- 19 Contract No: CO02218-01 OR a 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement

6. Appropriations/Revenues are available and are budgeted in 625110!51028!3665 (Index) 3590 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: 22218-01
are not available and will be encumbered. By: [Signature] Date: 8/14/02
CC-19 Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Director of Public Works (Dept/Agency Head) to execute on behalf of the Department of Public Works (Department/Agency)

Date: 8/19/02 By: [Signature]
DDG:bbs County Administrative Office

Distribution:

Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz

[Signature] 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 Office by an order duly entered in the minutes of said Board on _____ 20__

ADM - 29 (8/01)
Title Section 300 Proc Man

By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$	JE Amount	Lines	H/TL	Keyed By	Date
TC:10	\$					
Auditor Description		mount		Index	Sub object	User Code

INDEPENDENT CONTRACTOR AGREEMENT

0270

THIS CONTRACT is entered into this 27TH day of AUGUST, 2002, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

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

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payments for services rendered per schedule in attached Scope of Work, Exhibit "A", not to exceed \$130,260.

3. TERM. The term of this contract shall be: from July 1, 2002 through June 30, 2003.

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

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(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 WJ / _____.

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
DEPARTMENT OF PUBLIC WORKS
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060"

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(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
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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names, dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY. 0273

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

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

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

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

14. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.


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

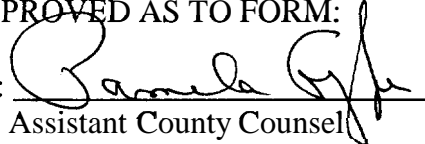
IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

CONTRACTOR
ECOLOGY ACTION OF SANTA CRUZ

By: _____
Director of Public Works

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

APPROVED AS TO FORM:
By:  _____
Assistant County Counsel

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

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

DdG:bbs

ECOB.WPD

EXHIBIT 'A'
Ecology Action Scope of Work
Fiscal Year 2002/2003

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I. BUSINESS WASTE REDUCTION PROGRAM

The goals of this program are:

- To increase the amount of recycling among current WM and Grey Bears commercial customers;
- To increase the number of businesses using WM and Grey Bears collection services, including recycling collection;
- To connect businesses to miscellaneous waste reduction community resources as appropriate to their needs.
- To transfer the majority of the workload to County staff and assist them in this project as needed and directed.

Target Audience:

A list of businesses to be targeted will be established after an evaluative review of the work performed for WM customers to date. The review and list will be complete by 9/30/02.

Objective (1) Provide a range of “**Waste Assessment Services**” to current and potential WM commercial customers.

Tasks:

- a) Prepare Waste Assessment Program Analysis as directed by County staff including the following components:
 - Spreadsheet of all businesses audited to date and current status of participation in the program
 - Narrative on what approaches have been working and which have not, providing quantification in the form of a spreadsheet and graph/chart.
 - Inventory of barriers to implementation of recommended measures.
 - Define the pool of businesses targeted in this FY and provide a list of those businesses.
 - Propose a modified method of operation that will decrease the dollar/ton/business diversion cost.
 - Document businesses whose reduced size of refuse containers results from the Waste Assessment service.
 - Document businesses that are not interested in the Waste Assessment Services and note reasons.

- b) 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 assessment survey with follow-up technical assistance;
 - A full field waste assessment, follow-up report and technical assistance.

c) train County staff in waste auditing procedure and use of software

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Definition of the range of “waste assessment 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 assessments 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 assessment 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 and in person interviews to assess the progress in carrying out the initial recycling/waste reduction recommendations, to provide additional assistance as appropriate, 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:

- Program Analysis Report,
- 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) Continue efforts to fund the ability to automate and web-enable the ProMax program and other mini-maxes. By September 30, 2002 consult with County to evaluate time requirements for Task a) and scheduling for remaining Tasks.

- b) 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.
- c) Update material exchange networks listings as needed and maintain the material exchange network web site.
- d) Establish classified advertising: Develop in consultation with County and arrange for ongoing placement of free classified advertisements in the Great Exchange, Valley-Press, Register-Pajaronian, and other papers which promote materials exchange. Define approach and timing for ads with the County before 9/30/02.
- e) Outreach to businesses to gain listings of materials available for exchange.
- f) 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.
- g) To leverage County resources, continue to seek funding for maintaining the ProMax materials exchange program throughout the tri-county region.

Documentation to County staff on quarterly basis will include:

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

Objective(3) Facilitate compliance with the County's voluntary Packaging Ordinance

Tasks:

- a) As directed by County, research food waste and food packaging composting programs, including utensil and service ware used, and logistics of restaurant involvement.
- b) As directed by County, conduct survey of unincorporated area businesses to determine ordinance compliance.
- c) Continue promotion of the packaging ordinance as directed by County staff based on survey results.

Documentation to County staff on quarterly basis will include:

- A Summary Report on research findings.
- Copy of survey and survey results.
- Copy of promotional materials produced and distribution summary.

Objective (4) Provide recycling bins for schools within the unincorporated county not participating in the Public Schools Resource Conservation Program.

Tasks:

- a) Consult with County to establish priority and schedule for targeting schools. Research the type and number of recycling containers needed for all targeted school sites to ensure that each school has the capacity to recycle mixed paper, bottles, cans, aseptic containers and milk and juice cartons from classrooms, administrative offices and other rooms, and outside areas on school grounds.
- b) Arrange with each school site for delivery and installation of the containers.
- c) Contact the applicable waste hauler to ensure that centrally located recycling carts are made available for each site and arrange for pick-up service.
- d) Work with school site administrators and custodial staff to establish and maintain system for servicing of internal recycling containers.
- e) Prepare and maintain an inventory, for each school, of type and number of containers, location of containers, contacts (name and phone number) and collection arrangements made. Provide recommendations to County, as appropriate, for optimizing recycling at each school.

Documentation to County staff on a quarterly basis will include:

- An inventory, for each school, of type and number of containers, location of containers, contacts (name and phone number) and collection arrangements made, including recommendations to County, as appropriate, for optimizing recycling at each school.

11. 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.

Target Audience:

Residents within the unincorporated area of the County that receive, or are eligible to receive, refuse collection services from the County's franchisee, Waste Management of Santa Cruz;

The work of this program shall be developed in collaboration with, and under the general direction of, Karin Grobe (Organic Recyclers Anonymous).

Objective (1) Facilitate home composting **general promotion.**

Tasks (in order of priority):

- a) Translate the County-sponsored organic waste diversion publications into Spanish as directed by County .
- b) As needed, compile composting "welcome wagon" literature bags to be used by WMI in their promotion of composting. Deliver 60 units to WMI office two times during contract period.

- c) Continue to update EA's composting web page to address content and format comments from County and to include links to other composting resources directly on the EA's composting page. Consult with County on any changes to be made.
- d) Provide each County library one composting display binder that is a compilation of all County-sponsored organics diversion literature and the *Home Composting Made Easy* booklet.
- e) At County libraries maintain the inventory of the English and Spanish versions of the Home Composting in Santa Cruz County, Worm Composting and Composter's Resource Guide brochures and the *Home Composting Made Easy* booklet.

Objective (2) Coordinate home composting community **workshops and information booths.**

Tasks:

- a) Continue to research and produce a list of appropriate community events/shows at which EA could present composting information display booths or workshops.
- b) Schedule, promote and staff twenty information booth events (during fall and spring/summer seasons) averaging 5 hours each as directed by County. Provide transportation, set-up and teardown of the displays; contact and schedule Master Composters for event staffing.
- c) Schedule, promote and conduct up to 4 workshops at Cabrillo Farmer's Market, Quail Hollow Park, or other locations agreed to by County.
- d) Promotion to include press releases for print and electronic media, local Internet Service Providers, and flyers. Assist with other promotion via print and electronic media as requested.

Objective (3) Maintain the **Rotline** Technical Assistance Hotline (**423-4327**).

Tasks:

- a) Establish and maintain a voice mail based message recoding system.
- b) Write and record timely promotion information in English and Spanish for workshops and other community resources on the outgoing message. Submit draft translation to County for review prior to recording.
- b) Respond to phone messages and keep 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.

Objective (4) **Maintain Composting Displays**

Maintain the composting demonstration education display sites located at:

- Ben Lomond Transfer Station
- Buena Vista Landfill (at the entrance)
- 10 Public School Resource Conservation Program sites

Tasks:

- a) Visit each site once during the contract period to assure that the signage is clean and readable.
- b) Upgrade sign content, including the Rotline number, as needed.

Objective (5) Implement Master Composter Training Program

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Tasks:

- (a) Coordinate with Karin Grobe to define the scope and the division of responsibilities of a MCTP to be completed cooperatively between Ecology Action and Organic Recyclers Anonymous.
- (b) Provide the following assistance to support the Training: logistics for tours, speakers, meeting rooms, and printed materials; curriculum development; promotional materials distribution, applicant screening and selection, applicant database management, applicant inquiries.

Documentation to the County will include:

- Monthly update on promotion plan and activities.
- Dates, attendance and survey data from all info booths and workshops.
- Log of all phone inquiries and responses on the Rotline.
- Log of annual visit to demo sites and maintenance performed.
- Revisions to all outreach materials used in the program.
- Copy of all promotional material produced; distribution schedule; published ads and notices; copy of PSA airing logs.
- Quarterly status reports on MCTP: copy of curriculum materials, promotional materials, applicant and 'graduate' list, speaker lists, tours.

111. PUBLICATIONS AND HOTLINES**The goals of this program are:**

- To increase public awareness of waste diversion services, reuse opportunities, buy recycled, and source reduction strategies among the target audience;
- To connect the target audience to the local resources through EA's web site, printed publications, and telephone information hotlines.
- To translate all publications and outgoing hotline messages into Spanish

Target Audience:

Residents and businesses within the unincorporated area of the County that receive, or are eligible to receive, refuse collection services from the County's franchisee, Waste Management of Santa Cruz.

Objective (1) Maintain the County recycling "InfoLine" (454-2333)**Tasks:**

- a) Prepare and maintain bilingual recording for automated phone message system. Research all current information to be updated on the hotline and edit the script for County approval. Develop English to Spanish translation and record the new outgoing messages on the County InfoLine; submit draft translation to County for review prior to recording.. The annual update of the outgoing messages will take place in the fourth quarter of the fiscal year if time allows. Options to be given to the caller on Ecology Action's main line will be: referral to the County InfoLine, to access Annual Coastal Cleanup, Rotline or to speak directly with an EA staff member.
- 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.

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Objective (2) Maintain three information publications on Earth's 911 and the web: *Where to Recycle Guide – Residential, Where To Recycle Guide – Business, and Environmental Shopping Guide*

Tasks:

- a) Translate these 3 publications into Spanish and prepare web-based layout versions of these 3 publications and post.
- b) For all three publications, conduct an annual update in the fourth quarter of FY 02-03 including research, verification, and data entry into web based versions.
- c) Produce hard-copy versions of both WTR guides suitable for reproduction, as directed by County.
- d) Using Earth 911's user interface, enter update information, the category and frequency to be determined in consultation with County.
- e) Monitor the Earth's 911 presentation of local recycling information on Earth 911's web page and hotline and coordinate with Earth's 911 staff to ensure that presentation of data is well organized and accessible.
- f) As directed by County make periodic revisions to EA's web version and Earth's 911, including providing appropriate links to other community and business web pages so they appear on the associated topic page rather than in a section remote from the topic's primary page.

Documentation to the County will include:

- Draft and final reproducible copy of translated publications.
- All scripts associated with updating the Infoline, both in English and Spanish.
- "Activity Log" for the InfoLine showing details of caller inquiries.
- Email announcements indicating that publications have been updated, including links to updated version.
- Narrative explanation of maintenance tasks associated with the internet-based and Earth's 911 information system.

IV. GENERAL PROMOTION AND COMMUNITY EVENTS:

Objective (1) General Promotion

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 newspaper, TV and radio ads, public service announcements, newspaper inserts, hauler bill inserts and local Internet Service Providers.
- 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 Community Events

0282

Tasks:

- a) Coordinate special education display and information booths at the following community events:
- b) Santa Cruz County Fair (August-September)
- c) Home & Garden Show @ Cocoanut Grove (April)
- d) Business Fair @ Cocoanut Grove (Feb-March)
- e) Annual Beach Cleanup (September)
- f) Develop event materials and set-up information displays.
- g) 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; County banner will be incorporated in to displays at all events; County staff may participate in staffing events.
- h) 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, what outreach techniques were/weren't effective, literature distributed, ideas for improvements, and overall value of event/workshop. This narrative will be incorporated into a standardized event evaluation form.

V. 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.

Ecology Action will submit, with its June invoice, a year-end Work Plan summary which identifies the completion date or work progress status of each work task contained within this Work Plan.

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.
- 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 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.

0283

COMPENSATION

ESTIMATED CONSULTANT STAFF HOURS:	2,580
STAFF COST @ 47/PER HOUR	\$121,260
<u>TOTAL BUDGET FOR REIMBURSABLE EXPENSES</u>	<u>\$9,000</u>
TOTAL CONTRACT AMOUNT	\$130,260

BUDGET FY 02-03

0284

Ecology Action
Public Awareness and Education - Solid Waste Reduction and Diversion

STAFF HOUR BUDGET:

	FY 02-03	
	hours	materials
I. Business Waste Reduction Program		
A. Waste Audit Services	260	
B. ProMAX Materials Exchange	250	
C. Packaging Ordinance	160	
D. School Recycling Services	520	
Subtotal Budget for BWR Program	1190	
II. Home Composting/Organic Waste Diversion Program		
A. General Promotion	165	
B. Home Composting Workshops	210	
C. Rotline Technical Assistance Hotline	105	
D. Demonstration Sites	35	
E. Master Composter Training	165	
Subtotal Budget for HCP Program	680	
III. Publications and Hotlines		
A. Where to Recycle Guide Residential	140	
B. Environmental Shopping Guide	180	
C. Where to Recycle Guide Business	140	
D. InfoLine	90	
Subtotal Budget for Pub/Hotlines	550	
IV. General Promotion and Community Events	160	
Total Staff Hour Budget	2580	
Total Staff Hours = 2,580 @ \$47 per hour =		\$ 121,260
<u>MATERIAL EXPENSE BUDGET:</u>		
I. Business Waste Reduction Program		
Printed materials	\$	1,000
2. Home Composting/Organic Waste Diversion Program		
Printed materials	\$	500
Repair materials for demo sites	\$	200
Rotline Phone Charges	\$	800
Workshop demonstration materials (bins, etc)	\$	200
MCTP program materials	\$	1,300
3. Publications- Printed Materials	\$	1,300
4. General Promotion and Special Events		
Booth Fees	\$	350
Education Display Graphics and Graphics Consultant	\$	550
5. Mileage	\$	300
6. Miscellaneous Promotion Material Expenses and Printing	\$	500
7. Internet/Web Site Consultant	\$	2,000
Total Budget for material expenses	\$	9,000
TOTAL 2002/2003 BUDGET		\$ 130,260

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
08/08/2002

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

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

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

INSURERS AFFORDING COVERAGE

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

INSURER A: Travelers Property 0285
INSURER B: Charity First
INSURER C: American International Group
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CLASSIFICATION	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 type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	X-660-455X4024-TCT-01	09/15/2001	09/15/2002	EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	810-956Y3028-TCT-01	09/15/2001	09/15/2002	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
t	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY: EA ACC AGG	\$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
C	OTHER	WC 724-17-04	06/08/2002	06/08/2003		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
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.

0 day notice for non-payment of premium

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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