

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

Board of Directors Meeting & Public Hearing
October 23, 2014
Central Marin Police Authority
250 Doherty Drive, Larkspur, CA
9:00 – 10:00 AM
AGENDA

Call to Order.

Minutes

1. JPA Board Meeting Minutes from May 22, 2014. (Action)

Consent Calendar

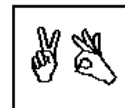
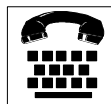
2. Authorization to Contract With Zun Zun for School Assemblies (Action)
3. Authorization to Contract with PSC Inc. for the Bulb and Battery Program (Action)
4. Authorization to Contract with Novato Sanitary District for the HHW Grant Program (Action)
5. Appointment to Local Task Force “LTF” (Action)

Regular Agenda

6. Authorization to Contract with O’Rorke Inc. for Outreach Services (Action)
7. JPA Officers and Executive Committee Appointments (Action)
8. Appoint Board Representative(s) to Construction and Demolition Debris and Schools Evaluation RFP Evaluation Panel and Authorize Executive Director to Enter Into Contract with Selected Vendors (Action)

Agendas & staff reports available at:
<http://zerowastemarin.org/Agenda>

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All public meetings and events sponsored or conducted by the County of Marin are held in accessible sites. Requests for accommodations may be requested by calling (415) 473-4381 (voice) (415) 473-3232 (TTY) at least **four work days** in advance of the event. Copies of documents are available in alternative formats, upon written request.

Contact the County’s Waste Management Division, at (415) 473-6647 for more information

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Board of Directors Meeting
Thursday May 22, 2014
Central Marin Police Authority
250 Doherty Drive, Larkspur
9:00 – 10:30 AM

MINUTES

MEMBERS PRESENT

Nancy Mackle, San Rafael
Debra Stutsman, San Anselmo
Mary Neilan, Belvedere
Garret Toy, Fairfax
Dan Schwarz, Larkspur
Michael Frank, Novato
Matthew Hymel, County of Marin

MEMBERS ABSENT

Rob Braulik, Ross
Jim McCann, Mill Valley
David Bracken, Corte Madera
Adam Politzer, Sausalito
Margaret Curran, Tiburon

STAFF PRESENT

Saaid Fakharzadeh, JPA Staff
Steve Devine, JPA Staff
Alex Soulard, JPA Staff
Kiel Gillis, JPA Staff

OTHERS PRESENT

Courtney Bell, S.R. Fire
John Lippitt, S.R. Fire.
David Concecion, MMWD
Renee Goddard, JPA LTF
Heidi Sanborn, CPSC
Delyn Kies, JPA LTF
Patty Garbarino, Marin Sanitary Svc.

Call to Order: The JPA Board meeting came to order at 09:03 AM.

1. JPA Board Meeting Minutes from January 16, 2014

M/s Hymel, Frank to approve the minutes for the January 16, 2014 JPA Board meeting.
The motion passed unanimously.

Regular Agenda

2. Presentation by Heidi Sanborn from the California Product Stewardship Council on
Extended Producer Responsibility

Ms. Sanborn provided an informative presentation regarding extended producer responsibility (EPR) efforts under way by the California Product Stewardship Council (CPSC). Ms. Sanborn outlined existing programs such as thermostat, paint, carpet and mattress collection programs that were lobbied for by CPSC. New legislation is proposed for EPR programs to alkaline batteries, and sharps collection. Ms. Sanborn concentrated her presentation on pharmaceuticals, outlining existing EPR programs in Canada, and pending pharmaceuticals EPR legislation in 30 other states. Ms. Sanborn fielded questions from the JPA Board and members of the public. No action was necessary.

3. FY 14-15 JPA Budget and Assessment Schedule

Staff provided a review of the proposed Budget and Assessment Schedule, outlining cost control measures taken by the HHW Facility, and noted a reduction of assessment

compared to FY13-14. Staff outlined the success of the recently implemented Paintcare program at the San Rafael HHW Facility. Staff summarized additions to the budget including the need for expanding the C&D Budget, adding a staff position to the JPA, and the proposed \$50,000 School Outreach RFP. The additions are the proposed steps to address the zero waste goal shortfall. Staff fielded questions from the JPA Board regarding the tracking of JPA Staff time. Staff reported working with Member Frank and the Novato Sanitary District on the recent reallocation of billing staff time to the appropriate fund centers and funding the majority of the new position from the Zero Waste Fund Center. Mr. Frank commended JPA Staff for their efforts to adjust staff allocations to more accurately represent actual duties. M/s Frank/Schwarz to adopt the FY 14-15 Budget and Assessment Schedule and to Authorize JPA Chair to sign Budget Resolution No. 2014-02. The motion passed unanimously.

Consent Calendar

4. Signature Authority for Contracts to Carry Out the Oil Payment Program
5. Executive Director Signature Authority for Contracts and Purchase Orders
6. Audit and Financial Statements for Year Ended June 30, 2013.
7. Approval of the Fourth Cycle Zero Waste Grant Program and Forms
8. Authorization to Enter Into Contract for HD-20 Grant
9. Construction and Demolition Debris Model Ordinance, RFP and Contract
10. Authorization to Conduct a RFP Process and to Enter into Contract for Schools Zero Waste Evaluation

No public comments were received. M/s Schwarz/Hymel to Authorize Signature Authority for OPP Programs, Authorize Signature Authority for contracts and purchases, accept the Audit and Financial Statements, approve Cycle 4 Zero Waste Grant Program and forms, approve authorization for the HD-20 contract, approve the C&D RFP and contract, and authorize RFP for School Zero Waste Evaluation. The motion passed unanimously.

End Consent Calendar

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Addendum to Agreement with ZunZun for Recycling Assemblies

Fairfax:
Garrett Toy

It is recommended your Board approve the attached contract addendum with ZunZun to extend their existing contract for one year and augment the existing contract by \$15,000 for a total of \$45,000 – utilizing already budgeted funds.

Larkspur:
Dan Schwarz

This addendum will allow ZunZun to continue providing musical recycling assemblies to schools throughout Marin County. Funding for this addendum is appropriated in the current JPA Zero Waste Budget.

Mill Valley:
Jim McCann

This will be the fifth year ZunZun has marketed, scheduled and presented musical recycling assemblies to Marin County Schools (Novato does not participate in the JPA's zero waste activities). Staff has received great feedback from the schools regarding the performance assemblies. ZunZun has presented to over 5000 students and parents annually.

Novato:
Michael Frank

The contract addendum for ZunZun is attached. It is requested that your Board review the agreement and authorize your Executive Director to sign this addendum.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Recommendation:

Adopt a Motion authorizing the Executive Director to execute the attached agreement.

Sausalito:
Adam Politzer

Attachment

Tiburon:
Margaret Curran

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SECOND ADDENDUM TO AGREEMENT

BY AND BETWEEN THE
MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY
AND ZUNZUN

THIS ADDENDUM is made and entered into this _____ day of _____ 2014, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, a political subdivision of the State of California (hereinafter referred to as "JPA") and ZUNZUN (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the JPA and the Contractor entered into an agreement for musical assemblies to Marin County schools regarding recycling and waste reduction from kindergarten to sixth grade students; dated October 25, 2012 ("Agreement"); and

WHEREAS, Sections 4 and 5, and Exhibit "B" to the agreement obligated Contractor to provide services not to exceed the maximum sum of \$30,000 and to complete the services by October 31, 2014; and

WHEREAS, the parties desire to amend the agreement to continue the same services outlined in Exhibit "A", increase the contract amount by \$15,000 to \$45,000 and extend the time to complete the services to October 31, 2015.

NOW, THEREFORE, the parties agree to modify Sections 4 and 5, Exhibit "B" as set forth below.

AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. Updated Certificate of Insurance(s) attached hereto.
3. Section 4, "MAXIMUM COST TO JPA" the first sentence is hereby amended to read as follows:
In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of \$45,000 including direct non-salary expenses.
4. Section 5, "TIME OF AGREEMENT" the first sentence is hereby amended to read as follows:
This contract shall commence on October 25, 2012 and shall terminate on October 31, 2015.
5. Exhibit "B" "FEES AND PAYMENT SCHEDULE" is hereby amended to read as follows:
Contractor shall be paid \$1,150 per school when one or two assemblies are performed, and \$1,500 when three assemblies are performed. Contractor shall be paid up to the maximum sum of \$45,000 as indicated in Section 4 of this agreement. Payment shall be made to Contractor within 30 days of receipt of invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR:

JPA:

By _____



COUNTY COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)

REASON(S) REVIEW:

- Standard Short Form Content Has Been Modified
- Optional Review by County Counsel at Department's Request

County Counsel

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization to Contract with PSC Inc. for the Bulb and Battery Program

Larkspur:
Dan Schwarz

In the FY 14-15 budget the JPA Board authorized \$75,000 to fund the Bulb & Battery Take-Back Program which collects select Household Hazardous Waste (HHW) at eleven volunteer retail and grocery locations throughout the County. This program allows residents to conveniently and safely dispose of fluorescent tubes, bulbs, and household batteries, while they shop for replacement items. A \$25,000 contract is currently in place to provide service for this popular program, and attached is a proposed \$50,000 contract with PSC Inc. to continue the service for the remainder of the fiscal year.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

Recommendation

San Anselmo:
Debbie Stutsman

Staff recommends the JPA Board authorize the Executive Director to enter into the attached contract with PSC Inc. to continue providing the popular bulb and battery recycling service.

San Rafael:
Nancy Mackle

Attachment

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

PROFESSIONAL SERVICES CONTRACT 2012 - Edition 1

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and PSC ENVIRONMENTAL SERVICES, LLC, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: To provide collection and hauling services of batteries and fluorescent tubes at specific collection sites throughout Marin County; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by JPA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The JPA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of **\$50,000.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on June 30, 2015. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The JPA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The insurer shall supply JPA adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the JPA immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, JPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the JPA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and JPA as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the JPA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the JPA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the JPA as a work for hire. The JPA shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the JPA.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the JPA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The JPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the JPA Board, the State of California or other third party. Should the funds not be appropriated JPA may terminate this Contract with respect to those payments for which such funds are not appropriated. JPA will give Contractor thirty (30) days' written notice of such termination. All obligations of JPA to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the JPA Board, the State of California or other third party, JPA's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, JPA may reduce the Maximum Cost to JPA identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the JPA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to JPA, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold JPA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, JPA will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Steve Devine

Contract Manager: Program Manager, Division of Waste Management

Dept./Location: Department of Public Works

P. O. Box 4186

San Rafael, CA 94913-4186

Telephone No.: 415.473.6647

Notices shall be given to Contractor at the following address:

Contractor: PSC ENVIRONMENTAL SERVICES, LLC

11855 White Rock Road,

Address: Rancho Cordova, CA 95742

Telephone No.: (925) 350-1559

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
 By: _____
 Name: _____
 Title: _____

APPROVED BY JPA:
 By: _____
 Executive Officer

=====

JPA COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

JPA Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

CONTRACTOR will provide collection and hauling services of selected household hazardous waste (HHW) limited to the materials indicated below.

CONTRACTOR will be responsible for collection receptacles/bins, transportation and recycling services at each collection location and will ensure compliance with local, state and federal laws and regulations.

CONTRACTOR will only collect the following HHW:

- Fluorescent tube bulbs of 4 feet or less
- Standard household CFL and U-Tube bulbs
- Alkaline single use batteries
- Lithium batteries

CONTRACTOR will NOT collect: Rechargeable batteries, Nickel Cadmium (Ni-Cd), Lithium Ion (Li-Ion), small sealed lead acid (SSLA/Pb), Nickel Metal Hydride (Ni-Mh).

CONTRACTOR will clearly identify on all invoices: the collected pounds of batteries, feet of fluorescent tubes and number of units of compacts, u-tube and circular tubes collected.

CONTRACTOR will only collect HHW at the locations indicated below. Additional collection locations may be added or removed by JPA at any given time.

CONTRACTOR will collect the HHW at each site based on a schedule agreed to between JPA and CONTRACTOR and provide additional bins and/or packing materials if needed to retail location. CONTRACTOR will verify with JPA staff before pick up of waste and will work with JPA and retailers to streamline collection, and minimize hazardous conditions and prevent contamination.

Upon "Notice to Proceed" from JPA, CONTRACTOR will be authorized to begin pick up service at the following locations;

Waste Management Office
(899 Northgate Dr, Ste 100)
Bolin Bay Lumber
Good Earth Natural Foods
Goodman Building Supply
Jacksons Hardware
Jim Corbets Ace Hardware
Novato Builders Supply
Waterstreet Hardware
Gross Air Field
Civic Center Library
Tam CSD
Marin Ace Hardware
United Markets (San Anselmo)
United Markets (San Rafael)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract. Payment shall be made to Contractor following pickup and upon receipt and approval of invoice billed according to the rates as indicated below within 45 (forty-five) days.

CONTRACTOR will clearly identify on all invoices: the collected pounds of batteries, feet of fluorescent tubes and number of units of compacts, u-tube and circular tubes collected.

Labor:

Fixed fee (up to 4 hours per day)	\$250.00
Technician and driver (over 4 hours per day)	\$90.00 / hour (plus fixed fee)

Supplies:

4' light box	\$8.00 / each
CFL box	\$15.00 / each
5g drum	\$15.00 / each
15g drum	\$38.00 / each

Disposal:

Fluorescent light tubes	\$0.15 / lf
Compact / U-tube	\$1.50 / each
	\$143.75 / each 5g
Household batteries	\$287.50 / each 15g

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: PSC ENVIRONMENTAL SERVICES, LLC

CONTRACT TITLE: Collection and hauling services of batteries and fluorescent tubes

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Professional Liability Insurance is not needed for this service.

Contract Manager Signature: _____

Date: _____

Extension: _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach SAM Printout)**

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization to Contract with Novato Sanitary District for the
HHW Grant Program

Larkspur:
Dan Schwarz

The FY 14-15 JPA budget allocates \$30,984 to the Novato Sanitary District to support Novato’s Household Hazardous Waste (HHW) Program. Self-haul tonnage is subject to JPA fees (the same as tonnage collected by franchised haulers) however, Novato does not participate in the JPA’s general HHW program. This grant allocation, now in its thirteenth year addresses an equity issue insuring a benefit to Novato from fees collected on waste tonnage originating from that community.

Mill Valley:
Jim McCann

Novato:
Michael Frank

This program’s funding is calculated on the HHW portion of the JPA fees for Novato self-haul material disposed at the Redwood Landfill.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

Please recall that Novato operates its own HHW program and thus does not participate in the service or fee collection for the HHW program overseen by the San Rafael Fire Department – and operated by Marin Resource Recovery Association.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Recommendation

Adopt a Motion authorizing the Executive Director to sign a grant contract substantially similar to that attached, not to exceed \$30,984, following the approval of the document by the Novato Sanitary District.

Tiburon:
Margaret Curran

Attachment.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**PROFESSIONAL SERVICES CONTRACT
2012 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and Novato Sanitary District, hereinafter referred to as "Contractor."

RECITALS:

Whereas CONTRACTOR has requested a grant to aid in Household Hazardous Waste services, and

Whereas JPA has determined that it has the capacity to award a grant to Contractor for assistance to Contractor in providing a household hazardous waste program for Contractor, and

Whereas in consideration of JPA awarding said grant to Contractor, Contractor agrees to provide household hazardous waste services and education to the residents of Novato Sanitary District Service Area as set forth below; and

Whereas Contractor warrants that it is qualified and competent to render the aforesaid services; and

Whereas the parties agree that the award of this grant does not constitute any kind of precedent for future actions on the part of the JPA; and

NOW THEREFORE and in consideration of the agreements made herein, the parties agree as follows:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The JPA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of **\$30,984.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on June 30, 2015. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The JPA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The insurer shall supply JPA adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the JPA immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, JPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, JPA of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the JPA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and JPA as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the JPA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the JPA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the JPA of Marin as a work for hire. The JPA shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the JPA.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the JPA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The JPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin JPA Board, the State of California or other third party. Should the funds not be appropriated JPA may terminate this Contract with respect to those payments for which such funds are not appropriated. JPA will give Contractor thirty (30) days' written notice of such termination. All obligations of JPA to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin JPA Board, the State of California or other third party, JPA's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, JPA may reduce the Maximum Cost to JPA identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the JPA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to JPA, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin JPA, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold JPA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the JPA of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, JPA will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);

- Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager: Steve Devine, Program Manager

Dept./Location: Department of Public Works, Waste Mgmt. Div.
899 Northgate Ave, Ste 100
San Rafael, CA 94903

Telephone No.: 415.473.6647

Notices shall be given to Contractor at the following address:

Contractor: Novato Sanitary District

Address: Sandeep Karkal, Manager-Engineer
500 Davidson St.
Novato, CA 94945

Telephone No.: 415.892.1694

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits **CONTRACTOR'S INITIALS**

<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____
Name: _____
Title: _____

APPROVED BY JPA:

By: _____
Executive Officer

=====

JPA COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

JPA Counsel: _____ **Date:** _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

GRANT SERVICES TO BE PROVIDED BY CONTRACTOR

Grant funds shall be used only to supplement or expand Novato Sanitary District's Household Hazardous Waste program by providing permanent collection opportunities, with corresponding and effective publicity campaigns. Activities should complement Marin's Regional Household Hazardous Waste Program.

REPORTING

The CONTRACTOR shall submit to JPA Staff no later than June 30, 2015 a Final Report which will provide an accounting of grant expenses and activities incurred during the contract term. This report shall minimally include the following information:

- Invoice identifying costs
- A description of how JPA grant funds were used to supplement and further the CONTRACTOR's existing program.
- An evaluation of the programs goals and objectives.
- A detail of the Grant budget, including an expenditure itemization.
- Volume of material collected (recycled and disposed).
- Program residential participation rates.
- CESQG (Conditionally Exempt Small Quantity Generator) participation rates.
- Public awareness activities.

GRANT TERM

The term of the grant shall commence on date this Agreement is entered into on first page, and shall terminate on the date identified on page 1. All costs must be incurred during the grant term.

GRANT FUNDING

Grant funds shall be used only to supplement or expand Novato Sanitary District's Household Hazardous Waste program by providing permanent collection opportunities, with corresponding and effective publicity campaigns. Activities should complement Marin's Regional Household Hazardous Waste Program.

ELIGIBLE COSTS

All costs must be directly related to the development and/or management of the approved grant project. Such costs may include materials, services, equipment, and facilities that increase opportunities for the proper collection and management of unwanted household hazardous products provided that they are reasonable, cost-effective, and focused on local and/or Marin County Region wide needs.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

PAYMENT OF GRANT FUNDS

CONTRACT funds, identified on page 1, will be paid as JPA revenue become available. Additionally, notwithstanding any other provisions of this agreement, the JPA's obligations under this Contract are contingent upon and subject to the availability of funds for this grant.

CONTRACTOR will be paid within 45 (forty-five) days following the submittal of an invoice identifying the costs to supplement the Novato Sanitary Districts Household Hazardous Waste program and corresponding outreach campaign.

PAYMENT CALCULATION

Funding for compensation is based on the disposal tonnages at Redwood Landfill which are provided to the JPA every two years. This compensation is a repayment of Household Hazardous Waste (HHW) fund center allocations for the portion of self-haul tonnage from Novato sources to Redwood landfill. This repayment occurs because Novato operates its own HHW facility and Novato residents are not permitted to use the Marin HHW Facility in San Rafael.

Redwood landfill provided the self-haul tonnages by Novato sources (3,420 Tons), with an assessed JPA household hazardous waste fund center tonnage fee of \$9.06/ton. Compensation amount not to exceed \$30,984.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Novato Sanitary District

CONTRACT TITLE: Grant to aid in Household Hazardous Waste services

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Professional liability is not required for this type of service.

Contract Manager Signature: _____

Date: _____

Extension: _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach SAM Printout)**

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Appointment to Local Task Force "LTF"

Fairfax:
Garrett Toy

Dan North, Waste Management Inc. District Manager of the Redwood Landfill in Novato has resigned from the JPA Local Task Force (see attached) due to taking another position with the company.

Larkspur:
Dan Schwarz

There are currently three hauler/facility seats on the fourteen member Local Task Force. As noted in Dan North's resignation letter, he has tendered the name of Ramin Khany to fill his seat on the LTF. Ramin manages the operations of the Redwood Landfill and resource recovery operations there.

Mill Valley:
Jim McCann

The composting and construction demolition debris recycling services at Waste Management's Novato facility are essential in Marin's goal to move towards zero waste.

Novato:
Michael Frank

Ross:
Rob Braulik

Ramin has over twenty-four years in the solid waste industry and has previously served as a valuable representative on the Local Task Force. Ramin is also general contractor with degrees in business administration, computer science and accounting.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Recommendation:

Adopt a Motion appointing Ramin Khany to the vacant Hauler/Facility seat on the Local Task Force.

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

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Devine, Steve

From: North, Daniel <DNorth1@wm.com>
Sent: Wednesday, September 17, 2014 1:59 PM
To: Soulard, Alex
Cc: Devine, Steve
Subject: Resignation from JPA LTF

Good Afternoon Alex,

I am writing to you to resign my position on the JPA Local Task Force. Additionally, my last day at Redwood Landfill will be Friday, September 19th. To represent Redwood, I recommend that the JPA consider Ramin Khany, Redwood's new District Manager. I will be staying on with Waste Management Inc, working out of San Diego County. Should you wish to contact me for any reason, you may use my existing email and cell phone number.

It has been a pleasure working with the JPA and with the other members of the local task force. I wish you the best and I hope we keep in touch.

Best Wishes,

Daniel North
District Manager
dnorth1@wm.com

Redwood Landfill and Recycling Center
8950 Redwood Highway
Novato, CA 94945
Tel 415 408 9054
Cell 925 518 0859

Waste Management renewable energy projects create enough energy to power more than one million homes. Learn more at www.wm.com.

Recycling is a good thing. Please recycle any printed emails.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization to Contract with O’Rorke, Inc. for Outreach Services

Larkspur:
Dan Schwarz

Attached is a proposed contract with O’Rorke Inc. in the amount of \$200,000 to further develop and implement a public outreach campaign to encourage community engagement in the zero waste goal. Funding for this contract is included in the JPA’s current zero waste budget.

Mill Valley:
Jim McCann

O’Rorke Inc. has been under contract to the JPA since March of 2013 and this would be the third annual contract with the firm in the JPA’s zero waste public information campaign. Community feedback from the work conducted in the first two years has been very positive.

Novato:
Michael Frank

Ross:
Rob Braulik

The firm has conducted extensive stakeholder interviews to help design an inclusive zero waste outreach message that incorporates feedback from the eleven cities and towns, the County, the five haulers, many franchisees, your fourteen member Local Task Force and others. From that process, O’Rorke identified a focus of reducing food scrap waste (and composting the remainder) as a main message. This message selection has since been fortified by a number of independent national and international studies that have identified food waste as the number one problem in reducing waste going to landfills.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

O’Rorke Inc. was identified by the JPA in late 2012 via a very thorough Request for Qualifications (RFQ) process that was sent to 70 prospective companies – and the firm was selected from a competitive group of eleven RFQ respondents.

Tiburon:
Margaret Curran

A subcommittee consisting of Local Task Force (LTF) members Patty Garbarino (Marin Sanitary Service) and Renee Goddard (Fairfax), along with Alex Soulard and Steve Devine from staff reviewed the written responses and selected three firms for interview:

The interview panel consisted of JPA Chair Nancy Mackle, Local Task Force Chair, David Green, Nicole Forte from West Contra Costa Integrated Waste Management Authority, and JPA staff Michael Frost and Steve Devine. The panel interviewed the three firms and selected O'Rorke Inc. as their preferred firm to pursue a contract with.

Founded in 1984 by Corte Madera resident, Maureen O'Rorke, the agency offers a broad range of services to help Zero Waste Marin conduct outreach campaigns. On a regional level, O'Rorke manages all aspects of the Bay Area Air Quality Management District's Spare the Air campaign where they employ traditional advertising methods, as well as community-based and grassroots outreach work, public relations, social media and employer engagement. They have also coordinated extensively with other Bay Area transportation and environmental agencies on the Spare the Air campaigns.

The agency has been working on recycling and waste reduction projects for over 20 years, predominantly in San Francisco. Their Zero Waste Marin project team is knowledgeable about current waste reduction trends and practices.

The O'Rorke team demonstrates a clear understanding about Marin County and its sensibilities. They have worked with Marin County's Department of Public Works on the Transportation Vision Plan, with MMWD on the desalination pilot program, and for over ten consecutive years with Marin Health and Human Services Department on tobacco and alcohol control, specifically as it relates to young adults and binge drinking. Through that work, as well as their regional work with the Air District and other regional agencies, they display an in-depth grasp of Marin's outreach opportunities, as well as the media and community groups.

There has been a very positive response to this fall's zero waste outreach blitz – food waste reduction campaign. In particular there have been many anecdotal reports from citizens, municipal workers and Local Task Force Members who have seen or heard the JPA's zero waste ads at the Ferry Terminal, on Pandora Radio, street banners, the "Green Teas" or other outreach.

Tracy Keough, Managing Principal with O'Rorke Inc., will attend this meeting to brief the Board on the recent zero waste campaign and address any questions.

Recommendation:

Adoption of a Motion authorizing the Executive Director to execute the attached contract with O'Rorke Inc.

Attachment.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**PROFESSIONAL SERVICES CONTRACT
2012 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and O'RORKE, INC., hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: Zero Waste Outreach Services for 2015-2016; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by JPA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The JPA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of **\$200,000** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on January 30, 2017. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The JPA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The insurer shall supply JPA adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the JPA immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, JPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the JPA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and JPA as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the JPA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the JPA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the JPA as a work for hire. The JPA shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the JPA.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the JPA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The JPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the JPA Board, the State of California or other third party. Should the funds not be appropriated JPA may terminate this Contract with respect to those payments for which such funds are not appropriated. JPA will give Contractor thirty (30) days' written notice of such termination. All obligations of JPA to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the JPA Board, the State of California or other third party, JPA's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, JPA may reduce the Maximum Cost to JPA identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the JPA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to JPA, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold JPA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, JPA will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager: Steve Devine
 Dept./Location: Department of Public Works
 P. O. Box 4186
 San Rafael, CA 94913-4186
 Telephone No.: 415 473-2711

Notices shall be given to Contractor at the following address:

Contractor: O'Rorke, Inc.
 Address: 55 Hawthorne Street, Suite 550
 San Francisco, CA 94105
 Telephone No.: 415 543-1426

22. ACKNOWLEDGEMENT OF EXHIBITS

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:
 By: _____
 Name: _____
 Title: _____

APPROVED BY JPA:
 By: _____
 Executive Officer

JPA COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

JPA Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

The scope of work is to refine the Zero Waste Marin outreach plan for 2015-2016, while simultaneously proceeding with grassroots outreach to keep the Zero Waste Marin message in the public consciousness. Contractor shall obtain written approval from JPA prior to beginning each task or sub-task.

Task 1: Telephone Awareness Survey

Contractor shall develop and conduct an outreach evaluation survey in November 2014 to determine the effectiveness of the Contractor's outreach services for Marin. Survey results will be compared to baseline results taken in January 2014.

Deliverables: Survey questions and final report; baseline data for measurement.

Task 2: Refine Outreach Plan

Contractor will review results and feedback from outreach efforts in 2014 and develop a comprehensive outreach plan to run from January 2015 – January 2016. Focus and direction of campaign will be largely driven by results of Task 1.

Deliverables: Detailed strategy for the outreach plan.

Task 3: Brand Identity

Contractor will review the Zero Waste Marin brand and tagline and make recommendations for updating the style guide and logo.

Deliverables: Written recommendations; if needed, new logo, taglines and style guide.

Task 4: Social Outreach

This task includes three sub-tasks in which funding is interchangeable at the discretion of JPA. The flexibility is necessary to accommodate the outcome of Task 1; however, we anticipate a continued focus on food scraps, food waste reduction, pre-purchase reduction efforts and overall proper disposal efforts, with a specific focus on construction and demolition debris. Specific strategies to be developed include:

4a: Green Teas

Continue to conduct Green Teas to build on the "trusted peer group" model to provide a series of hosted events where friends and neighbors from a small geographic area get together and ask questions/get information from Zero Waste Marin experts. Green Teas will be hosted in the volunteer's home and contractor will assist the host with invitations, refreshments and organization. Each Green Tea will be highly structured to last no more than two hours, and will include a short questionnaire at the end. Contractor will schedule ten Green Teas.

Deliverables: Report detailing outcome of ten hosted Green Teas and a recommendation for moving forward.

4b: Home Owners Association (HOA) Outreach

Contractor will conduct follow up outreach to all homeowners and local organizations that were reached over the last two seasons 2013-2014. Provide new information about proper construction and demolition (C&D) disposal options and pre-purchase decision-making strategies.

Deliverables: Report detailing outcome of follow up outreach to all HOAs.

4c: Community Outreach

Contractor will continue to provide a presence at public events, such as summer concert series, libraries, schools, farmer's markets and city and town festivals. This may occur via signage and material distribution through less traditional methods including signage on a moving recumbent bicycle. This method gets the message out and historically carries with it a spirit of goodwill.

Deliverables: Schedule of outreach events.

Task 5: Public Relations

Contractor will pitch a story – or series of articles – on waste reduction and create a target goal for each person to 'reduce a pound a day' of materials sent to the landfill. Contractor will incorporate local data and collection results for this pitch.

Contractor will gather speakers from those engaged in the Green Teas, as well as identified elected officials and

stakeholders in support of the single use bag ordinances in Marin. Contractor shall continue to support local municipalities as they pass subsequent ordinances.

Deliverables: Media release or advisory; media interviews and speaking points; letters and Op-Eds.

Task 6: Collaborate with Haulers and Member Agencies on Material Dissemination

Contractor will continue to provide as-needed support – up to 40 hours – to coordinate with haulers and member agencies to review their materials and provide recommendations on opportunities to refine content and support mutual outreach efforts.

Deliverables: Written recommendations; content as-needed.

Task 7: Support AB 341 and Commercial Outreach

Contractor will continue to provide as-needed support – up to 40 hours – to coordinate with Cal Recycle on commercial outreach.

Deliverables: Report on outreach activities.

Task 8: Residential Construction and Demolition Outreach

Contractor will develop materials and conduct outreach on residential C&D recycling. Materials will reflect each hauler's preferred C&D disposal methods and educate residents on the unique uses of recycled C&D materials to encourage proper disposal.

Deliverables: Written recommendations; outreach materials and content.

Task 9: Website Maintenance and Update

Contractor will conduct a full audit of the ZeroWasteMarin.org website and provide recommendations for phased content revisions to fit within this budget. Contractor will continue to maintain and make updates to the BYOBagMarinCounty.org website.

Deliverables: Written audit and recommendations; web content and programming.

Task 10: Outreach Plan Implementation

Contractor shall allocate the remainder of the budget to be employed as directed by the final Outreach Plan. While the results of Task 1 will help guide this plan, it is anticipated the Outreach Plan will include a variety of marketing methods to reach all targeted demographics, including:

Material Development – Build on/tailor existing creative based on research and stakeholder input. Develop necessary presentations and leave-behinds, as well as other collateral, such as posters and event signage.

Message Development – Refine messaging based on research and drill down to a local, grassroots level.

Paid Media Placement – Negotiate and place media as needed, including a mix of traditional, local and progressive media.

Deliverables: All affidavits and analytics; final report and Phase II recommendations.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract.

Contractor shall obtain written approval from JPA prior to beginning each task or subtasks.

Progress payments not to exceed the task sub-total amounts showed below which shall be made to the Contractor within 30 days of receipt and approval of monthly invoices.

Payment amount between tasks and subtasks may be adjusted upon written approval by JPA.

Task 1: Telephone Awareness Survey	\$20,000
Task 2: Refine Outreach Plan	\$10,000
Task 3: Brand Identity	\$7,000
Task 4: Social Outreach	
4a. Green Teas	\$15,000
4b. HOA Outreach	12,000
4c. Community Outreach	\$20,000
Task 5: Public Relations	\$15,000
Task 6: Collaborate with Haulers & Member Agencies on Material Dissemination	\$5,000
Task 7: Support AB 341 & Commercial Outreach	\$5,000
Task 8: Residential Construction and Demolition Outreach	\$7,500
Task 9: Website Maintenance and Update	\$22,500
Task 10: Outreach Plan Implementation	<u>\$61,000</u>
Total	\$200,000

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: O' Rorke, Inc.

CONTRACT TITLE: Zero Waste Outreach Services for 2015-2016

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Professional Liability not needed for this type of service.

Contract Manager Signature: _____

Date: _____

Extension: _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach SAM Printout)**

EXHIBIT E

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS
(Attach SAM Printout)**

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: JPA Officers and Executive Committee Appointments

Fairfax:
Garrett Toy

The JPA Agreement specifies composition of the Executive Committee to be your Chair, Vice-Chair and three other members of the JPA Board.

Larkspur:
Dan Schwarz

Additionally, representation must include membership from each of the following: the County, City of San Rafael, City of Novato, Southern Marin Cities (Sausalito, Tiburon, Belvedere, and Mill Valley), and Ross Valley Cities (Ross, San Anselmo, Fairfax, Larkspur, and Corte Madera). The agreement additionally specifies Executive Committee members shall serve two-year terms and may be reappointed.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Nancy Mackle has served as your Chair and Matthew Hymel has served as your Vice Chair since August 23, 2012. Your Board can choose to retain the current Executive Committee membership and reappoint the current members or select new members for the various positions.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

The current makeup of the Executive Committee is:

San Rafael:
Nancy Mackle

- Chair and representative of the City of San Rafael, Nancy Mackle
- Vice Chair and representative of the County, Matthew Hymel
- Representative of the Ross Valley Cities, Dan Schwarz
- Representative of Southern Marin Cities Adam Politzer
- Representative of the City of Novato, Michael Frank

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

Recommendation:

It is recommended that your Board review the current Executive Committee membership and appoint members to the positions.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 23, 2014

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Appoint Board Representative(s) to Construction and Demolition Debris and Schools Evaluation RFP Evaluation Panel and Authorize Executive Director to Enter Into Contract with Selected Vendors

Larkspur:
Dan Schwarz

On September 15, 2014 JPA Staff circulated two Requests for Proposals (RFP) for School Programs Evaluation and Construction and Demolition Implementation. Proposals for both RFP's are due by October 17, 2014. Staff will be able to report on the amount of proposals received in person at this Board Meeting.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Both the School Evaluation Program and the Construction and Demolition Implementation Program were included in the FY 14/15 budget. The Construction and Demolition Implementation was budgeted for \$40,000 in FY 14/15. This funding will provide for more robust outreach, facility certification and work with the Cities and Towns to help institute the program.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

The School Evaluation Program is budgeted for \$50,000, which will fund an evaluation of school waste reduction and programs countywide. The goal is to catalogue current efforts by the haulers, the JPA, schools and community groups to analyze what is working well and what portions of the programs are missing or can be improved upon.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Staff is proposing a vendor selection panel include two JPA Board Directors. Once selections are made by the selection committees Staff will draft the contracts and have the Executive Director sign them. It is requested that your Board authorize your Executive Director signature authority to enter into contracts up to the full budgeted amounts.

Tiburon:
Margaret Curran

Recommendation:

JPA staff requests that your Board appoint selection committee(s) to review and select contractors from the submitted proposals and authorize your Executive Director to sign those contracts up to the full budgeted amounts.

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