

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

Board of Directors Meeting & Public Hearing

October 27, 2016

Central Marin Police Authority
250 Doherty Drive, Larkspur, CA

9:00 – 9:30 AM

AGENDA

The public parking lot in front of the CMPA is small, but there is ample parking at Piper Park, which is adjacent to the building.

Call to Order.

Minutes

1. JPA Board Meeting Minutes from May 26, 2016. (Action)

Consent Agenda

2. Grand Jury Response (Action)

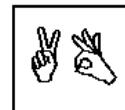
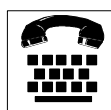
Regular Agenda

3. Appoint Jim Iavarone (Mill Valley Refuse Service) to JPA Local Task Force (Information)
4. Presentation on the Zero Waste Schools Program (Information)
5. Authorization to Contract with O'Rorke Inc. for Zero Waste Outreach Services (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

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DRAFT

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting
Thursday May 26, 2016
Central Marin Police Authority
250 Doherty Drive, Larkspur
9:00 – 9:30 AM

MINUTES

MEMBERS PRESENT

Jim Schutz, San Rafael
Jim McCann, Mill Valley
Garret Toy, Fairfax
Joe Chin, Ross
Mary Neilan, Belvedere
Dan Schwarz, Larkspur
Cathy Capriola, Novato
David Bracken, Corte Madera

MEMBERS ABSENT

Matthew Hymel, County of Marin
Greg Chanis, Tiburon
Debra Stutsman, San Anselmo
Adam Politzer, Sausalito

STAFF PRESENT

Pat Echols, JPA Staff
Steve Devine, JPA Staff
Judith Silver, JPA Staff
Kiel Gillis, JPA Staff

OTHERS PRESENT

Dan Eilerman, County of Marin CAO Office
Courtney Scott, San Rafael Fire Dept.
John Maher, Maher Accountancy
Renee Goddard, JPA LTF
Jim Iavarone, Mill Valley Refuse

Call to Order: The JPA Board meeting came to order at 09:05 AM.

Minutes

1. JPA Board Meeting Minutes from February 25, 2016.

M/s Chin, Capriola to approve the minutes for the February 25, 2016 JPA Board meeting. The motion passed unanimously.

2. JPA Executive Committee Minutes from April 28, 2016

M/s Chin, Capriola to approve the minutes for the April 28, 2016 JPA Executive Committee meeting. The motion passed unanimously.

Consent Agenda

3. Audit and Financial Statement for Year Ending June 30, 2015

4. Authorization for CalRecycle Grants and Payment Programs Resolutions

5. File "Statement of Facts" with CA Secretary of State and Marin County Clerk

Mr. Maher provided a brief summary of the Audit findings, as well as noting recommendations. No public comments were received. M/s Neilan, Bracken to approve the full Consent Calendar as presented. The motion passed unanimously.

Regular Agenda

6. Staff Report on Recent and Ongoing Activities

Staff introduced new JPA Staff person Ms. Silver to the Board. Staff provided a summary of recent activities, which included outreach education efforts at the Bay Area Discovery Museum "STEAM-up", and Marin Half Marathon, as well as outreach via street banners and Pandora radio. No action was necessary.

7. FY 16/17 JPA Budget and Assessment Schedule

Staff provided a summary of the Executive Committee's recommended Budget and Assessment Schedule to the Board. Staff outlined the function each of the three cost centers: Administration, Household Hazardous Waste, and Zero Waste. Also outlined was the breakdown of 6.1 and optional 6.2 programs, of which Novato does not participate. Staff reported the JPA 2012 interim Zero Waste goal of 80% was not reached, and recommended changes to meet that goal. This included additional funding for the Zero Waste Marin Schools Program, Zero Waste Grant Program, and to address the California State mandated AB 1826 Commercial Organics Recycle implementation. Staff fielded questions from Members. Member Schutz requested clarification on the proposed Zero Waste Schools Program funding. Staff summarized the increased funding would take the experiences and success of the pilot program, and implement a more expansive program which would reach approximately 10 schools initially, and supply resources such as waste receptacles and contractor support, if approved. Chair Toy requested clarification on Zero Waste Grant Cycle 6 funding allocation for Fairfax. No public comments were submitted. M/s Schutz/ Bracken to accept the Fee Resolution and Budget as proposed. The motion passed unanimously.

8. Sixth Cycle Zero Waste Grant Forms

Staff provided a brief summary of activities under Zero Waste Grant Cycle 5 and provided a summary of the proposed Zero Waste Grant Cycle 6 forms. Staff fielded questions from Board members, the public and clarified that Staff will work with each municipality during Cycle 6 to ensure programs are executed. Ms. Goddard recommended that Board Members reach out to their respective Local Task Force Members for suggestions on utilizing the grant funds. M/s Bracken. Chanis to accept the forms and authorize the JPA Executive Director to make discretionary program modification as necessary. The motion passed unanimously.

9. Signature Authority for Zero Waste Schools Program

Staff reported that based on the success of the Zero Waste Schools Pilot Program, and with budget approval for the Program itself, a contractor will be necessary to assist Staff in implementation of the Zero Waste Schools Program. Staff indicated a contract of up to \$60,000 would be necessary, and noted existing Executive Director Signature Authority was limited to \$50,000. Staff fielded questions from Board Members, and explained that while not every school contacted was interested in participating, a number of schools were extremely excited and eager to participate. Ms. Goddard reported that those schools involved in the pilot program were extremely grateful for the support, and fiscal savings. M/s McCann. Schutz to authorize signature authority up to \$60,000 for the program contract. The motion passed unanimously.

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

Date: October 27, 2016

Belvedere:
Mary Neilan

To: JPA Board Members

Corte Madera:
Todd Cusimano

From: Steve Devine, Program Manager

County of Marin:
Matthew Hymel

Re: Response to Grand Jury Report "Bringing Marin County's Local Governments to Light"

Fairfax:
Garret Toy

The Marin County Grand Jury has issued the report "Bringing Marin County's Local Governments to Light" regarding website transparency at Marin County government agencies.

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

The Grand Jury has requested a response from the JPA to certain recommendation contained in the report.

Novato:
Regan Candelario

A proposed response to that report is attached.

Ross:
Joe Chinn

Recommendation

Adopt a Motion to authorizing the JPA Board Chair to sign and issue the response to the Grand Jury.

San Anselmo:
Debbie Stutsman

San Rafael:
Jim Schutz

Sausalito:
Adam Politzer

Tiburon:
Greg Chanis

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RESPONSE TO GRAND JURY REPORT FORM

Report Title: 2015-16 Web Transparency Report Card –
Bringing Marin County's Local Governments to Light

Report Date: March 10, 2016

Public Release Date: March 17, 2016

Response By: *Marin County Hazardous and Solid Waste Management JPA*

FINDINGS

- We agree with the findings numbered: Not applicable.
- We disagree with wholly or partially with the findings numbered: Not applicable.

RECOMMENDATIONS

- Recommendations numbered: R2 & R3 have been implemented:

Recommendation R2: *"The Agency should file and keep updated its Statement of Facts with the California Secretary of State and Marin County Clerk as required by California Code 53051"* – has been implemented

Recommendation R3: *"The Agency should update its website to include information of the annual compensation of its elected officials, officer and employee; and this information should also be submitted to the Controller, as required by Section 12463 and 53909 of the California Government Code.* – has been implemented. Staff salaries are provided via a hyperlink to the County of Marin's website (as the County of Marin provides staff to the JPA via a contract). The JPA does not have directly elected officials and so the salaries of JPA Board Members can be found via the website of the agencies they represent.

- Recommendations numbered NOT APPLICABLE have not yet been implemented, but will be implemented in the future.
- Recommendations number: NOT APPLICABLE require further analysis.
- Recommendations numbered: NOT APPLICABLE will not be implemented because it is not warranted or not reasonable.

Date: October 27, 2016 Signed: _____

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

Belvedere:
Mary Neilan

Date: October 27, 2016

Corte Madera:
Todd Cusimano

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garret Toy

Re: Appoint Jim Iavarone (Mill Valley Refuse Service) to JPA Local Task Force

Larkspur:
Dan Schwarz

Steve McCaffery, the Director of Government Affairs at North Bay Corporation/Redwood Empire Disposal, left employment of that company earlier this year and so resigned his "solid waste hauler" seat on the JPA's Local Task Force. The other solid waste hauler seat is currently held by Patty Garbarino of Marin Sanitary Service.

Mill Valley:
Jim McCann

Novato:
Regan Candelario

The JPA widely circulated a notice calling for interest in the vacant LTF seat – and received one notice of interest from Jim Iavarone, a partner in Mill Valley Refuse Service.

Ross:
Joe Chinn

Jim's letter of interest is attached. Jim has attended numerous Local Task Force and JPA Board Meeting over the past years – and is a very knowledgeable solid waste veteran.

San Anselmo:
Debbie Stutsman

San Rafael:
Jim Schutz

Jim has been a willing partner with the JPA and its outreach contractors on various zero waste projects.

Sausalito:
Adam Politzer

Staff believes Mr. Iavarone would be a great addition to the Local Task Force and recommends the Board appoint him to the vacant Solid Waste Hauler seat. Mr. Iavarone will attend this meeting to answer any questions the Board might have.

Tiburon:
Greg Chanis

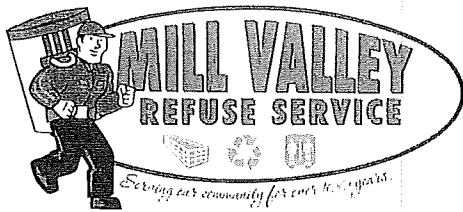
Recommendation

Adoption a Motion to Appoint Jim Iavarone to the JPA Local Task Force.

Attachments:

1. Letter of Interest from Jim Iavarone dated 7/26/2016.
2. Roster of Local Task Force Members.
3. Local Task Force "Procedures."

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Marin County Hazardous & Solid Waste Management JPA
Attn: Steve Devine
1600 Los Gamos Drive, Suite 210
San Rafael, CA 94903

July 26, 2016

Dear Steve,

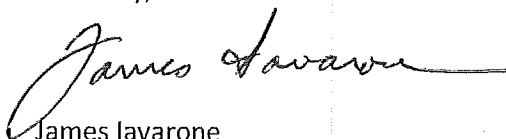
Thank you for letting me know about the two vacancies on the JPA Local Task Force. I would hereby like to submit my application to fill the vacant seat of Hauler/Facility/Landfill Representative.

As you know, I am one of the managing partners of Mill Valley Refuse Service. I began working for MVRS as a route driver in 1982, and took over my father's shares of the partnership upon his retirement in 1996. My work with MVRS covers all facets of the waste hauling business. Even before my father's retirement, I helped our company develop the programs needed to assist the jurisdictions we serve meet the goals of AB 939 and subsequent legislation aimed at diverting waste from landfills. In 2010, I was instrumental in starting our company's residential food waste composting service, and last year I worked to get large generators of food waste—supermarkets and shopping centers—to participate in CMSA's Food Scraps to Energy (F2E) program.

In 1989, I made use of my degree in journalism to help Joe Garbarino publish the first *Marin Recycling News* newsletters for the Marin Recycling & Resource Recovery Center. I have written and published our own company's newsletter, *Let's Talk Trash*, since 1991. I have participated in many educational Zero Waste Marin forums put on by O'Rorke for the JPA, and have attended many local school "Green Team" meetings, talking with parents and students about school recycling and lunchtime food composting programs. I am also the liaison between MVRS and CalRecycle. In that capacity, I make sure our programs meet CalRecycle's standards, and demonstrate to their representatives that our outreach programs to commercial and multi-family customers are effectively encouraging participation in recycling and composting.

I was around at the inception of Marin County's Hazardous and Solid Waste Management JPA, but I have only irregularly attended JPA and LTF meetings over the years. I feel this is a good opportunity to take a more active role in the JPA's activities, and I hope you will allow me to fill this vacant seat on the Local Task Force.

Sincerely,


James Iavarone

SOLID WASTE HAULERS/ FACILITY OPERATORS/ LANDFILL:

1. *Hauler/Facility/Landfill Representative*
Vacant

2. Marin Sanitary Service
Patty Garbarino

3. Redwood Landfill
Ramin Khany

Bay Cities Refuse (Alternate)
Greg Christie

SPECIAL DISTRICTS:

4. *Special District Representative*
Vacant

5. Las Gallinas Valley Sanitary District
Russ Greenfield

6. Novato Sanitary District
Dee Johnson

Las Gallinas Valley Sanitary District (Alternate)
Judy Schriebman

ENVIRONMENTAL ORGANIZATION:

7. Sierra Club, Green Coalition
David Haskell

8. Sustainable Novato
Delyn Kies

9. Conservation Corps North Bay
Jennie Pardi

PUBLIC MEMBERS:

10. Unincorporated County
David Green

11. San Rafael
Adrian Bartshire

12. Ross Valley
Renee Goddard

13. Novato
Matt McCarron

14. Southern Marin Cities
Joan Irwin

Fourteen seats total. Eight necessary for a meeting quorum.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY - AB939 LOCAL TASK FORCE
PROCEDURES

SECTION 1 – SUMMARY OF PURPOSES AND RESPONSIBILITIES

- Identify solid waste management issues of county-wide or regional concern
- Make recommendations to the JPA Board regarding updates and maintenance of the County Integrated Waste Management Plan including the five-year review(s) as set forth in Public Resources Code Sections 41770 and 41822
- Monitor and review proposed legislation related to integrated waste management. If determined appropriate, propose recommendations to the Joint Powers Authority Board regarding advocating for legislation that will assist the County in meeting its goals pursuant to the California Integrated Waste Management Act
- Consider recommendations to the Joint Powers Authority Board regarding ordinances and/or minimum standards for possible adoption by local jurisdictions to assist in meeting the goals according to the California Integrated Waste Management Act and related legislation

SECTION 2 – MEMBERSHIP

The Marin County Hazardous and Solid Waste Management Joint Powers Authority Board has determined that the Local Task Force membership shall include at least two representatives of waste haulers, with two alternate members for those positions, three representatives of environmental organizations, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Joint Powers Authority Executive Committee.

Local Task Force members shall be appointed by the Joint Powers Authority Board of Directors, with the exception of the five public representatives which will be appointed by the respective member agency serving on the Joint Powers Authority Executive Committee.

SECTION 3 – MEETINGS

Local Task Force regular meetings will be held monthly on the first Wednesday of each month in the offices of the Marin County Department of Public Works or other available locations. All regular meetings shall comply with the noticing, agenda, and comment requirements of the Brown Act (Government Code §54950 et seq.). Special meetings may be called by the Chair or by a majority of the members, and held in accordance with the requirements of the Brown Act.

SECTION 4 – QUORUM, VOTING, AND RULES OF ORDER

A quorum for the transaction of business shall exist when a majority of the appointed members are present. When a quorum is present, action may be taken by the Local Task Force upon the affirmative vote of a majority of the members present, unless a greater voting requirement is prescribed by statute. Meetings of the Local Task Force shall be governed by Robert’s Rules of Order.

SECTION 5 – ELECTION OF OFFICERS, TERM, AND DUTIES

The officers of the Local Task Force shall be the Chair and Vice-Chair. Elections will be held at the first meeting of the calendar year and the Chair and Vice-Chair will assume responsibilities immediately. The term of the Chair and Vice-Chair shall be one year.

If at any time the Chair vacates this position, the Vice-Chair shall assume the role of Chair for the remainder of the elected term and is authorized to appoint a new Vice-Chair to serve the remainder of that elected term.

CHAIR’S DUTIES

1. Conduct meetings
2. Make reports to the Joint Powers Authority Executive Committee and Board of Directors.
3. Other duties as requested by Local Task Force membership

VICE-CHAIR’S DUTIES

1. Acting Chair in the absence of Chair
2. Other duties as requested by Local Task Force membership

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: October 27, 2016

Corte Madera:
Todd Cusimano

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garret Toy

Re: Presentation on the Zero Waste Schools Program

Larkspur:
Dan Schwarz

Over the past two years, the JPA Board has added significant resources to the budget to address making progress towards zero waste through implementation of zero waste activities in schools.

Mill Valley:
Jim McCann

A focus on schools is critical to reducing waste because it is a unique waste generating sector that creates large volumes of material (particularly through lunch programs) and also provides a great opportunity to educate the community's youth on waste reduction

Novato:
Regan Candelario

Ross:
Joe Chinn

JPA staff member, Casey Poldino will give an update to the Board on implementation of the Zero Waste Schools Program.

San Anselmo:
Debbie Stutsman

Recommendation
Receive report.

San Rafael:
Jim Schutz

Sausalito:
Adam Politzer

Tiburon:
Greg Chanis

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

Belvedere:
Mary Neilan

Date: October 27, 2016

Corte Madera:
Todd Cusimano

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garret Toy

Re: Authorization to Contract with O’Rorke Inc. for Zero Waste 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 community feedback from the work conducted by the firm on behalf of the JPA has been very positive.

Novato:
Regan Candelario

Ross:
Joe Chinn

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 reducing food scraps (and composting the remainder) as a main message. This message selection is supported 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:
Jim Schutz

Sausalito:
Adam Politzer

Tiburon:
Greg Chanis

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.

A subcommittee consisting of Local Task Force (LTF) members Patty Garbarino (Marin Sanitary Service) and Renee Goddard (Fairfax), along with JPA staff reviewed the written responses and selected three firms for interview. The interview panel consisted of former JPA Chair Nancy Mackle, former 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 its preferred vendor.

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 year's "Sort out the Confusion" 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, bus shelters, street banners, "Green Teas" or through other channels.

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.

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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 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 2016-2017; 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 December 31, 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: 220 Montgomery St,
 San Francisco, CA 94104
 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)

This scope of work is intended to provide ramp up time to conduct research to inform the development of the outreach plan, while simultaneously proceeding with grassroots outreach to keep the Zero Waste Marin message in the public consciousness. Contractor shall seek written request to proceed prior to beginning each task or sub-task as it is anticipated priorities may change as research and outreach plan are developed.

Task 1: Telephone Awareness Survey \$20,000

Develop and conduct an outreach evaluation survey in November 2016 to determine the effectiveness of Contractor's outreach services for Marin. Survey results will be compared to baseline results from prior years.

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

Task 2: Design and Refine Outreach Plan for 2017 \$10,000

Contractor will review results and feedback from outreach efforts in 2016 and develop a comprehensive outreach plan to run from January 2017 – December 2017. This Task will include stakeholder interviews process to solicit feedback from JPA Board Members, Local Task Force leaderships and the haulers and processors. Focus and direction of campaign will be largely driven by results of Task 1. Contractor will also provide Zero Waste Marin staff with monthly updates and a schedule of monthly events/outreach.

Deliverables: Detailed strategy for the outreach plan and monthly implementation updates.

Task 3: Sample Articles, Artwork and Photographs \$5,000

Contractor will provide sample newsletter articles and accompanying artwork and photography for use by JPA members, resource haulers, and the JPA itself in the promotion of various zero waste activities such as pre-purchase decisions, recycling, compost and disposal information, resources on construction and demolition recycling, food waste prevention etc.

Deliverables: Articles, templates and artwork source files.

Task 4: Social Outreach

This task includes two sub-tasks in which funding is interchangeable at the discretion of the 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 waste reduction efforts and overall proper disposal efforts. Specific strategies include:

4a: Green Teas & HOA Presentations \$20,000

Continue to conduct presentations to homeowner associations (HOAs) and other organizations that focus on the residential sector. O'Rorke will also 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 and/or HOA presentations, focusing on the cities and towns served by **Marin Sanitary Service**. O'Rorke will also promote Zero Waste Marin events through Nextdoor.com

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

4b: Community Outreach \$20,000

Contractor will continue to provide a presence at Chambers of Commerce, Rotary Clubs, faith based communities, libraries, schools, grocery & hardware stores, farmer's markets and city and town festivals. This will occur mostly via printed signage, outdoor banners and material distribution with some bicycle outreach.

Deliverables: Coordinate participation in community events and keep JPA apprised of the schedule.

Task 5: Collaborate with Haulers and Member Agencies on Material Dissemination \$5,000

Contractor will continue to provide as-needed support 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 6: Targeted programs: Schools, household hazardous waste, AB 341 (multi-family), AB 1826 (commercial organics) and general commercial zero waste outreach \$5,000
Contractor will continue to provide as-needed support coordinate with the JPA and Cal Recycle on commercial outreach. Assistance may also include presentations to business groups (such as Rotary Clubs) and / or faith – based communities.

Deliverables: Report on outreach activities.

Task 7: Construction and Demolition Outreach \$5,000
Contractor will develop materials and conduct outreach on 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. Materials will reflect use of JPA certified facilities and standard forms.

Deliverables: Written recommendations; outreach materials and content.

Task 8: Website Maintenance and Updates \$10,000
Contractor will provide support for updates and improvements to ZeroWasteMarin.org. O’Rorke will conduct and audit and update of the “recycling guide” database.

Deliverables: Web content and programming.

Task 9: Outreach Plan Implementation \$100,000
Contractor recommends allocating 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 including online ads in social media and internet radio, bus shelter ads, bus-side ads, main newspapers and community newspapers, community magazines and other.

Deliverables: Advertising placements, all affidavits and analytics; final report and recommended next steps.

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: Articles, Artwork and Photographs	\$5,000
Task 4: Social Outreach	
4a. Green Teas & HOA Presentations	\$20,000
4b. Community Outreach	\$20,000
Task 5: Collaborate with Haulers & Member Agencies on Material Dissemination	\$5,000
Task 6: Targeted Programs: Schools, HHW, AB 341, AB 1826, etc.	\$5,000
Task 7: Construction and Demolition Outreach	\$5,000
Task 8: Website Maintenance, Updates & Recycling Guide Audit and Update	\$10,000
Task 9: Zero Waste Outreach Plan Implementation	<u>\$100,000</u>
Total	\$200,000

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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)**