

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY (aka ZERO WASTE MARIN)

Board of Directors Meeting – August 13, 2020
Meeting Online Only Via Zoom – Instructions to Participate on Second Page

12:15 – 12:45 p.m.

AGENDA

Public participation is welcome and encouraged. See instructions for ways to engage in this Public Meeting on the next page.

Call to Order

1. Open Time for Public Comment

Minutes

2. JPA Board Meeting Minutes from May 28, 2020 (Action)

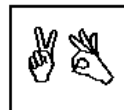
Regular Agenda

3. Update on the Organizational Assessment and Zero Waste Plan Update Project (Information)
4. Review and Authorize Executive Director to Enter into Four Contracts Exceeding \$50,000 (Action)
 - a. Soluna Outreach – Used Motor Oil Recycling Outreach
 - b. Non-Profit, Strategic Energy Innovations (SEI) – Zero Waste School Program Assistance
 - c. Revolt Recycling – Battery and Bulb Collection and Recycling Services
 - d. Gigantic Idea Studios – Outreach, Website and Advertising Assistance

5. Adjourn

- Agendas & staff reports also 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

Special Instructions on Public Participation

The Board of Directors welcomes and encourages public participation. Due to the Coronavirus and consistent with State of California Executive Order N-29-20 and the Marin County Public Health Officer's Orders, this Board Meeting will be held via videoconference only. All Board Members will be teleconferencing into the meeting. There will be no in-person physical meeting location. The public can participate in this Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar on Aug 13, 2020 at 12:15 PM.

Zoom Webinar:

Click on this link to join the Board Meeting:

<https://us02web.zoom.us/j/83235600623?pwd=OWRrK1loS0VzQm5ERjZ3MGFQNEU1UT09>

Password: 468781

If using the Zoom Webinar, select the Raise Hand icon during the public comment time and you will be added to the queue and unmuted when it is your turn.

Calling In:

iPhone One-Tap:

US: +16699009128,,83235600623# or +13462487799,,83235600623#

Telephone:

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592

Webinar ID: 832 3560 0623

International numbers available: <https://us02web.zoom.us/j/83235600623?pwd=OWRrK1loS0VzQm5ERjZ3MGFQNEU1UT09>

*If you are "Calling In," press *9 during the public comment time and you will be added to the queue and unmuted when it is your turn. (Press *67 before dialing if you want to hide your phone number.)*

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: August 13, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Open Time for Public Comment

Larkspur

The public is welcome to address the Board of Directors at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to discuss or act on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda.

Mill Valley

Novato

Recommendation

Ross

Receive public comment. Information Only.

San Anselmo

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San Rafael

Sausalito

Tiburon

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere Date: August 13, 2020

Corte Madera To: JPA Board of Directors

County of Marin From: Steve Devine, Program Manager

Fairfax Re: Approval of the May 28, 2020 JPA Board Meeting Minutes

Please find attached the Draft Minutes from your last meeting.

Larkspur **Recommendation**
Adopt a motion to approve the May 28, 2020 Minutes.

Mill Valley

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Novato

Motion: _____ Second: _____

Ross

Ayes: _____

San Anselmo

San Rafael

Noes: _____

Sausalito

Abstentions: _____

Tiburon

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

Board of Directors Meeting
Thursday, May 28, 2020
Meeting Online Only via Zoom
9:00 – 10:00 a.m.

DRAFT MINUTES

MEMBERS PRESENT

Cristine Alilovich, San Rafael
Greg Chanis, Tiburon
Joe Chinn, Ross
David Donery, San Anselmo
Dan Eilerman, County of Marin
Craig Middleton, Belvedere
Garrett Toy, Fairfax

MEMBERS ABSENT

Todd Cusimano, Corte Madera
Alan Piombo, Mill Valley
Adam McGill, Novato
Adam Politzer, Sausalito
Dan Schwarz, Larkspur

STAFF PRESENT

Steve Devine
Michael Frost
Melody Mitchell
Casey Poldino

OTHERS PRESENT

Heather Abrams, Tam Com. Serv. Dist.
Greg Christie, LTF Alt. Bay C. Refuse
Molly de Vries, LTF So. Marin Cities
Jim Iavarone, LTF & Mill Valley Refuse
Vicki Nichols, LTF & Marin Con. League
Adam Ratner, LTF Marine Mammal C.
Kim Scheibly, Public
Judy Schriebman, LTF Alt. & LGVSD

1. **Open Time for Public Comment**

Ms. Schriebman and Ms. de Vries checked in to announce their attendance.

2. **Approval of the JPA Board Meeting Minutes from January 30, 2020**

Mr. Devine stated that there was a correction to the Draft Minutes – being that Director Hymel should be listed as present as having been present at the 1/30/20 meeting on the first page.

Motion: by Mr. Eilerman to approve the JPA Board Meeting Minutes from January 30, 2020. Second: by Mr. Donery. Vote: Unanimous.

Regular Agenda

3. **Update from Staff on Recent and Ongoing Activities**

Mr. Devine reported that Zero Waste Marin is monitoring the evolving situation arising from COVID-19 and its impact on waste – such as grocery stores reverting back to use of plastic bags for sanitary reasons, and issues regarding re-usable items at restaurants. In light of these issues, outreach has pivoted to focusing on food waste reduction, and providing information to the general public on ways to reduce, re-use and recycle while sheltering in place. Mr. Devine also reported that

the JPA is in good hands with Michael Frost taking on the role (who has held that role in the past) of Executive Director – with the recent resignation of Ernest Klock. Also, Judith Silver, Senior Planner, left the County for the Central Contra Costa Solid Waste JPA. Lastly, one of the staff members fell ill with COVID while assisting with the COVID response, but fortunately has since recovered.

4. Update from your Board's Local Task Force (LTF) Advisory Group

Mr. Devine reported that this is a standing agenda item to provide the opportunity for the Board's thirteen member, Local Task Force (LTF) Advisory Group to share information with the Board. Mr. Devine praised the LTF members for their work over the last six months developing their recommendation to the Board (shared first with the Board back in January, to increase the advertising budget to specifically focus on reusables. He stated that due to COVID-19, and public concern over sanitation issues with reusables – that it is prudent to put this on hold – and reconsider the matter in the next budget cycle.

Ms. Schriebman (LTF Alternate representing the Las Gallinas Valley Sanitary District) expressed concern that the plastic industry is taking advantage of COVID-19 to promote plastic bags, and fight against single-use bans which have proven to make a significant difference in pollution prevention. Ms. Abrams (LTF Member representing the Tamalpais Community Services District) wished to thank the Board for supporting our prioritization of reusables and concurred with Ms. Schriebman that these are indeed challenging times regarding waste reduction. She stated that she appreciates the Board's efforts.

5. Update on the Organizational Assessment and Zero Waste Plan Update Project

Mr. Frost introduced himself and delivered an update to the Board on the Organizational Assessment project. Mr. Frost reviewed the Board's Subcommittee having selected R3 Consulting to run this project and let the Board know that R3 will be reaching out to each of the Board Members for interviews to gather their perspectives and learn about their particular agency's needs.

Mr. Frost reviewed the historical background of the current incarnation of this Agency being formed meet a then 50% required diversion rate pursuant to 1989's AB 939. The JPA Board then, years later, adopted an additional goal of "zero waste" by the year 2025.

However, diversion performance has been eroding the past few years – and is far short of the zero waste goal. Mr. Frost opened the floor for Board members to ask him questions and to give feedback on how they can work together to achieve the zero waste by 2025 goal. Ms. Alilovich asked about the timeline for completion of R3 Consulting's project, and if it was going to be completed within the fiscal year. Mr. Frost replied that the first phase of the project was set to be completed by this fiscal year, but because of the COVID situation, it will need to be carried over to the next fiscal year.

Ms. Alilovich requested that Chair Toy facilitate an updated project plan and timeline to present to the Board in October.

6. Extension to Household Hazardous Waste (HHW) Agreement between this JPA and the City of San Rafael

Mr. Devine presented a proposed one-year extension to the HHW Agreement between the JPA and the City of San Rafael Fire Department. That Agreement provides oversight, reporting, and billing services for the Marin Household Hazardous Waste Facility. The facility is located at 565 Jacoby Street co-located with the Marin Sanitary Service Transfer Station and Marin Resource Recovery Center.

The HHW operation is the single largest pollution prevention program in the County, diverting over 1 million pounds a year from local waterways, roadside dumping, and landfill. It serves over 25,000 customers a year and provides drop-off service to the public and small quantity business waste generators as required by State law. Operated in a three-way partnership, this program provides excellent service – which has resulted in not one complaint reaching our offices in ten years. The facility includes a re-use area for items still safe to be re-used or made available to the public at no charge. The current agreement expires on June 30, and it has worked well for all parties. The City of San Rafael already brought the agreement to its Council, where it was approved. They also work with Marin Sanitary to operate the facility and to extend associated agreements. He praised David Catalinotto with the San Rafael Fire Department for shepherding the agreement through the process, all during welcoming a new baby, and staff extends their congratulations to him.

The recommended action was to adopt the motion authorizing the Directing Board Chair to extend the subject agreement. This concludes the Staff report. No questions from the Board or public were tendered.

Motion by Mr. Middleton to adopt the motion authorizing the Directing Board Chair to extend the HHW Agreement between the JPA and the City of San Rafael. Second: by Mr. Donery. Vote: Unanimous.

7. Extension to Operating Agreement between this JPA and the County of Marin

Mr. Devine described that is a proposed one-year extension to the existing operating agreement between this JPA and the County of Marin, in which the County provides staffing, operations, contracting, legal, and other operating services for this separate public agency. This agency was formed and operates under its 1996 Joint Powers Authority agreement, and the existing agreement for operations is from 2013. The County provides day-to-day management of the agency, oversees State reporting, instruments, coordination with the Local Task Force, interactions with 23 franchising agencies in Marin, and coordination with the five waste haulers, Redwood Landfill, and Marin transfer station and recovery center. The arrangement provides for the budget setting process, and an annual flat fee for the County to provide day-to-day staffing, legal, accounting and administrative functions to operate this agency. Because of the ongoing Organizational Assessment and Zero Waste Plan Update – and possible changes to operations, the proposed extension is for one year – albeit with renewal provisions.

The proposed action is to adopt the motion authorizing the Board Chair to extend the existing agreement. This concludes the Staff Report. There was one question from the Board; no questions or comments from the public were tendered.

Motion: by Mr. Chinn to adopt the motion authorizing the Directing Board Chair to extend the Operating Agreement between the JPA and the County of Marin. Second: by Mr. Eilerman. Vote: Unanimous.

8. Proposed FY 20-21 Budget and Assessment Schedule

Mr. Devine reviewed that the Board adopted its budget development schedule at its January 30 meeting and appointed a Budget Subcommittee Chair, Toy and Directors Alilovich, Cusimano, and Hymel. With scheduling challenges from COVID-19, and to facilitate transparency the Draft Budget was transmitted to the full Board for review on April 23. Feedback from the Board was reviewed and addressed by Chair Toy meeting with Staff.

Additional information was then provided to the full Board on May 13 which addressed three main subjects:

1. Who pays the assessments and generates the funds for the JPA?

Mr. Devine reviewed that the assessments are paid for by the five waste haulers, Redwood Landfill, and the Marin Resource Transfer Station and Recovery Center. These facilities then pass on their fees on to their customers. The assessments are not a direct expense paid by the Member Agencies. Also, while the Agency goes by the moniker “Zero Waste Marin” – it is really a Household Hazardous Waste focused agency with 60% of the agency’s budget dedicated to providing household hazardous waste and small business waste services.

2. What is the impact of the assessments to the typical rate payer?

Mr. Devine shared that each year, the Agency queries the five waste haulers operating in the County how much the JPA Assessments translate into the rates they charge their customers. In 2020, the typical Marin County garbage rate is about \$47.00 a month. The five haulers report that the JPA portion that they pass through to their customers on the residential side ranges from \$.35 to \$.69 a month (0.7% - 1.9%) of the total, monthly residential rate.

3. Provide additional information on how labor expense is built into the Agency budget and on how pension and benefits are calculated.

The Board was provided additional information on labor component costs that comprise the flat fee that the County charges to operate the JPA on its behalf. Information was also provided to all the Board Directors on how the County calculates full labor costs including benefits and pension.

General Budget Overview

Structurally, the budget being proposed is about \$100,000 less in expenses than last year. With the unfolding COVID situation – staff has not included any new or expanded program this Fiscal Year. Despite the reduction in expenses there is an approximately 6% increase in overall assessments due to the carryover, cash balance being lower than the prior budget year.

Return to More Historical, Regional Landfill Tonnage without the Sonoma Fires

Mr. Devine reminded the Board that the JPA Agreement prescribes an every two-year tonnage reset to allocate the JPA Assessments among the haulers, transfer station and landfill. In 2018 – the formula resulted in the local waste haulers paying a lower share – with the landfill paying a higher share – due to the high tonnage received at the Redwood Landfill due to the Sonoma fires. We have now returned to a more normal distribution.

Nest, Mr. Devine gave a brief background of the three funds that comprise the Agency budget:

The first fund is the Zero Waste Fund

This fund accounts for 29% of proposed JPA expenditures and enables the Construction and Demolition Program, Home Composting Program, Member, Agency Support, distribution of Zero Waste tools (signage, etc.), outreach and advertising, public education, the Zero Waste Marin website updates and maintenance, and the Zero Waste Schools Program.

Mr. Devine called out the Zero Waste Schools Program as one of the Agency's most popular and effective programs. He praised Casey Poldino, on staff, for her excellent work in partnering with the Marin County Office of Education, all the Marin public school districts, custodial staff, five waste haulers and ore. The Zero Waste Grant Program is another important component of this fund, which is also included in the budget and will continue to provide \$350,000 in direct support to the member Cities, Towns, County and special districts that franchise solid waste.

The second of the three funds are the State Reporting and Admin Fund,

The fund provides resources for compiling and filing the Electronic Annual Report(EAR) with the CalRecycle state agency. Work also includes facilitating data collection and coordination with the five waste haulers, twenty three franchising entities, the landfill and transfer station. Other work includes contract management that oversees agreements to help leverage the work of this small agency, legal counsel, insurance, and the public agency audit.

The third fund is the Household Hazardous Waste Fund.

The main item in that sector is the Household Hazardous Waste facility in San Rafael, and through the San Rafael Fire Department we are providing two additional "Toxic Waste Away Days" for two remote areas in West Marin. It also funds the popular Bulb and Battery drop-off program at several different hardware store locations, the Sharps Collection Program in partnership with the Health Department, and the Oil Payment Program, which is funded by the State. This concludes the Staff Report.

The proposed action was to adopt a motion authorizing the Board Chair to execute the proposed Resolution 2020-01, which would list out the assessments for the haulers, landfill, and transfer station to generate the funds for Fiscal Year 20/21.

After an extensive discussion by Board members and one public comment from Ms. Schriebman, the Board voted as follows:

Motion: by Mr. Chanis to adopt the motion authorizing the Board Chair to execute the proposed Resolution 2020-01, which would list out the assessments for the haulers, landfill, and transfer station to generate the funds for Fiscal Year 20-21.
Second: by Mr. Eilerman. Vote: Unanimous.

9. Delegate Signature Authority to the Executive Director for Contracts Exceeding \$50,000

Mr. Devine shared that this has been a routine item to follow the County's Administrative and Procurement requirements in that contracts over \$50,000 require specific authorization. For efficiency purposes it is requested that signature authority be delegated to the Executive Director. Currently, there are four ongoing, routine agreements between the County and vendors conduct business.

Mr. Chinn expressed that he would prefer to have the contracts approved at a Board meeting so that any questions or concerns could be discussed prior to approval of the contract.

Executive Director Frost acknowledged that these proposed contracts could be brought back to the Board for specific authorization at a future Board Meeting – to ensure continued provision of services to the community.

10. Review and Approval of Annual Zero Waste Grant Program Guidelines

Mr. Devine gave a brief overview of the proposed FY 20-21 Zero Waste Grant program – which would be largely the same as recent past years. The program provides fiscal support for the JPA Members Cities, Town and special districts that franchise solid waste in Marin to provide zero waste programs that are tailored to their community's individual needs. Program funding is proposed to remain at \$350,000 consistent with recent years. The recommended action was to approve the program. No questions from the Board or the public were tendered.

Motion: by Mr. Eilerman to approve the Annual Zero Waste Program, which is included in the FY 20/21 Budget. Second: by Mr. Chanis. Vote: Unanimous.

11. Adjourn

Next JPA Board meeting TBD.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes _____

Noes: None _____

Abstentions: None _____

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: August 13, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Michael Frost, Executive Director

Re: Update on Organizational Assessment

Fairfax

Please recall that Marin County is holding at about 66% waste diversion – falling far short of the Agency's 2025 zero waste goal and interim 80% goal for 2012. With that, your Board has funded and is conducting an Organizational Assessment and Strategic Planning project to identify practical actions that can be taken to address this challenge.

Larkspur

Mill Valley

Novato

Your Board Subcommittee focusing on this project is comprised of Board Chair Garrett Toy, and Directors Dave Donnery and Matthew Hymel/Dan Eilerman.

Ross

The Board selected R3 Consulting to help implement this project and the firm has been hard at work interviewing not only each Board Member, but other stakeholders as well.

San Anselmo

San Rafael

Staff will provide additional update at this meeting.

Sausalito

Recommendation

Receive oral report from Staff. Information Only.

Tiburon

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: August 13, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Michael Frost, Executive Director

Fairfax

Re: Authorize the Executive Director to Enter into and Carry out Four Contracts

Larkspur

The already approved FY 20-21 budget includes funds for certain ongoing projects that require outsourced services. These core services are provided via professional service contracts which require Board approval – as they are over the \$50,000 authority of the Executive Director. Contracts for the four following services are necessary to carry out critical services and efficiently leverage the capabilities of this small agency:

Mill Valley

Novato

Ross

1. Used Oil Payment Program implementation: up to \$33,800
2. Zero waste schools program assistance: up to \$150,000
3. Hazardous waste bulb and battery collection: up to \$160,000
4. Zero waste outreach services: up to \$180,000

San Anselmo

San Rafael

1. Proposed Contract with Soluna Outreach for Grant Funded Used Motor Oil Recycling Services

Sausalito

This contract will enable the Agency to carry out its annual “Used Oil Payment Program” grant from the State of California.

Tiburon

The used oil recycling program is designed to encourage residents to properly dispose/recycle their used oil, oil filters and absorbent pads. The program is funded by Oil Payment Program grants from CalRecycle, and the contract fulfill activities and reporting required by the State.

Soluna Outreach Solutions has been our contractor for used oil recycling outreach for three years. Prior to that its Principal, Hugo Mata, worked with “C2 Alternative Services” which had been our contractor for several years. Vetting of Soluna Outreach Solutions and C2 included references, pricing, and insurance. Soluna provides similar services in Sonoma and Napa Counties.

The County has twelve Certified Oil Collection Centers that Soluna recruits/manages/re-certifies every year. Soluna also provides educational outreach to highschool shop classes, Farmers Markets, the DMV, car shows and most recently with the pandemic, live webinars. Additionally, in 2019 they began a “dock walking” campaign to educate boaters on proper disposal of used oil and absorbents.

Soluna Outreach Solutions has been a consistently reliable, responsive, flexible and creative partner in our used oil recycling outreach. Because an important audience for this outreach is new immigrants who have been shown by CalRecycle research to be at particularly high risk of disposing of used oil and filters incorrectly, this contractor’s bilingual skills are invaluable. The company’s expertise and familiarity with our program and with CalRecycle’s requirements provides exceptional service to Marin County.

2. Proposed Contract with the Local Non-Profit Strategic Energy innovations(SEI) for Zero Waste Schools Program Implementation

This contract provides for the overall implementation of the ZWSP at selected schools in Marin County in coordination with the contract manager. It includes maintenance of currently enrolled schools and onboarding additional schools. Please recall that the ZWSP is extremely well received in the community and is successful due to the investments made in developing strong partnerships with over 15,000 students, the Marin County Office of Education, over twelve school districts, twenty-nine public and eight private schools, five waste haulers, PTAs, student groups, community organizations, multiple public and private school lunch provides are more.

SEI will coordinate with school administrators, principals, teachers, parents, and students to implement the ZWSP, track data, and report findings and pathways for improvement. This current contract includes accommodations for COVID-19 – to be adaptable to changing conditions. Although most schools will not have in-classroom learning in the fall, there is still critical work needed to maintain the investment in the waste reduction progress made in the Marin schools over the past five years. Typical work will be modified to assist districts in clever means to reduce waste with “picked up” school lunch programs and food pantries affiliated with schools.

3. Proposed Contract with Revolt Recycling for Hazardous Materials Collection

This contract will allow for the Agency to continue the important “Bulb and Battery Collection Program” that provides collection and processing services for a wide variety of household batteries (that can contain certain toxics and/or can be highly flammable) and various types of bulbs (that can contain toxic mercury) at local hardware stores, grocery stores and other locations – geographically dispersed throughout Marin.

This contract provides for the collection, hauling services and responsible recycling of batteries and fluorescent tubes and bulbs at specific collection sites (hardware stores, grocery stores, and other locations) throughout Marin. The Bulb and Battery take-back program is designed to encourage residents to properly recycle their used household

batteries and lamps at convenient retail locations. Because of its simplicity and convenience, the program is a huge success within the public.

The vendor for this contract was selected in 2017 when there were service issues with the previous vendor which required a change. When selecting Revolt Recycling the review of the company included: downstream audits, reference checks, pricing analysis and review of operating permits and insurance. Revolt Recycling provides similar multiple site logistics service of bulbs and batteries for the City of Fremont, Sonoma County and others.

Staff regularly visits the participating drop off sites to discuss Revolt's services, and our partner businesses report high satisfaction with Revolt. While the Bulb and Battery program was initiated over ten years ago to help keep toxics out of the environment, now, a growing benefit it is the risk reduction the program provides by capturing spent lithium batteries. When punctured (typically by a forklift, or loader in a recycling plant, these batteries catch fire and have started many fires in recycling and solid waste facilities. Batteries are currently the single biggest cause of fires at solid waste transfer stations, materials recovery facilities (recycling plants), and collection vehicle.

4. Proposed Contract with Gigantic Idea Studios for Marketing and Advertising

This contract provides for general outreach, advertising and communications of the agency. Work includes providing sample zero waste and recycling newsletter content to the Member Agencies, conduct of outreach campaigns (waste free holidays, Shop Smart Waste Less, Zero Waste Essentials During Shelter-at-Home, etc.) The contract also provides for website development and maintenance of zerowastemarin.org, coordination with community groups and the public on specific outreach projects, production of outreach materials, handouts, banners, social media development and publishing.

Work also includes coordination and development of outreach materials and signage working closely with the five waste haulers in Marin. Because of the fragmented solid waste system in Marin (five waste haulers and twenty three franchise contracts) it is complex to design more regional outreach that accurately reflect hyperlocal "do's and don'ts" but also does not come across as so complex that the public loses interest.

Recommendation

Adopt a motion authorizing and directing the Executive Director to enter into the four subject contracts outlined above with Scopes of Services and Payment Terms substantially similar to those attached to this Report.

Attachments:

1. Standard Form of JPA Contract

2. Exhibits A & B for Proposed Contract with Soluna Outreach for Grant Funded Used Motor Oil Recycling Services
3. Exhibits A & B for Proposed Contract with Strategic Energy Innovations for Zero Waste Schools Program Implementation and Maintenance
4. Exhibits A & B for Proposed Contract with Revolt Recycling for Hazardous Materials Collection
5. Exhibits A & B for Proposed Contract with Gigantic Ideas Studios for Outreach and Advertising

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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 INSERT VENDOR NAME , hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: INSERT TITLE OF CONTRACT-DESCRIPTION OF SERVICES ; 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 \$\$\$\$\$\$, 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 the contract is entered into, and shall terminate on INSERT TERMINATION DATE. 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: Name of Contract Manager
Zero Waste Marin
Dept./Location: 1600 Los Gatos, Suite 210
San Rafael, CA 94903
Telephone No.: 415 473-2711

Notices shall be given to Contractor at the following address:

Contractor: CONTRACTOR NAME
INSERT ADDRESS
Address: INSERT ADDRESS
Telephone No.: INSERT PHONE NUMBER

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 type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input checked="" 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

INSERT DETAILED DESCRIPTION OF SERVICES

EXHIBIT “B” – Fee and Payment

INSERT DESCRIPTION OF PAYMENT STRUCTURE

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: INSERT CONTRACTOR NAME.

CONTRACT TITLE: INSERT DESCRIPTIVE TITLE OF CONTRACT MATCHING CONTRACT DOCUMENT

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 type="checkbox"/>	\$	

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

None requested

Contract Manager Signature: _____

Date: _____

Extension: INSERT CONTRACT MANAGER TELEPHONE NUMBER

EXHIBIT D

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

EXHIBIT E

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

EXHIBIT “A”

Scope of Services

Soluna Outreach Solutions shall assist staff to accomplish the goals of the Used Oil Recycling Program which is funded under Oil Payment Program (OPP) grants from the California Department of Resources Recycling and Recovery (CalRecycle).

The purpose of this project is to

- Conduct outreach and publicity, wherever possible integrating the messaging about used oil and filter recycling with the Division’s other programs and messaging, and maintain existing programs including bilingual outreach and English as Second Language classes.
- Complete requirements of CalRecycle including annual site visits.
- Assist Used Oil Collection Center businesses as needed.
- Assist staff with Oil Payment Program elements.

Contractor shall complete the following tasks:

I. Public Outreach

- A.** Event outreach: schedule and conduct outreach at events such as fairs, car shows, and markets. Includes bilingual outreach staff as needed. Expenses include mileage, copies, incidentals.
- B.** Produce and Procure Outreach Materials. These may include display materials, used oil items for giveaways, printing, graphic artist time, and related costs. Budget also includes storage.
- C.** Special Projects targeting DIYer populations. Examples may include, marinas, multifamily and mobile home park residents, outreach at DMV, etc.
- D.** ESL classes: Maintain the existing program of adult English as Second Language classes on recycling of used oil and filters. Includes all materials, teacher orientations, payments to teachers, and yearly report.

II. Collection Center Site Visits and Support

- A.** Subcontract to C2: Visit all Certified Collection Centers (CCCs). Complete CalRecycle checklist plus additional questions as desired eg: experience with contaminated oil; ethnicity of DIYers. Also obtain quantity estimates for used oil and filter from DIYers. Provide (and when possible, install) signage as needed.
Compile data from visits in a spreadsheet. Summarize findings in a report including estimated totals for used oil and filters collected (use CalRecycle claims data when available). Prepare typed version of site visit checklist sheets in a pdf to be retained by staff per CalRecycle requirements.

III. Reporting and Administration

- A.** Workshops and meetings including attendance/ presentations at JPA Board meetings as desired; Household Hazardous Waste Information Exchanges, Used Oil/HHW Conferences, and other related workshops/ meetings. Time and expenses to be prorated with other clients where possible.
- B.** Subcontract to C2: Oil Payment Program support: Assistance to staff with used oil program elements such as reporting, applications, CalRecycle

approvals, etc.

- C.** Project administration: meetings and phone calls with staff; team meetings; progress reports, record keeping and invoicing.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE

I. Public Outreach		
	task total	\$20,400.00
II. Collection Center Site Visits and Support		
	task total	\$2,000.00
III. Reporting and Administration		
	task total	\$11,400.00
TOTAL ALL TASKS:		\$33,800.00

Professional time is billed at \$100 per hour. Outreach time is billed at \$50 per hour. Mileage is billed at the State of California rate, currently \$0.575. Booth registration and other expenses are passed through at cost. A \$5.00 fee is charged for each pass-through expense.

USED OIL RECYCLING OUTREACH BUDGET

TASKS	Units	Unit Price	Unit Price extension	Hrs @ \$100	Hrs @ \$50	Time Hrs Total	Time \$ Total	Pass-Through Costs	Expenses	Total Cost
I. Public Outreach										
A. Event outreach: schedule and conduct outreach at events such as fairs, car shows, and markets. Includes bilingual outreach staff as needed. Expenses include mileage, copies, incidentals.				15	68	83	\$4,900.00		\$1,500.00	\$6,400.00
B. Produce and Procure Outreach Materials. These may include display materials, used oil items for giveaways, printing, graphic artist time, and related costs. Budget also includes storage.				10		10	\$1,000.00	\$3,500.00		\$4,500.00
C. Special Projects targeting DIYer populations. Examples may include, marinas, multifamily and mobile home park residents, off-road vehicle enthusiasts, outreach at DMV, etc.				20	80	100	\$6,000.00			\$6,000.00
D. ESL classes: Maintain the existing program of adult English as Second Language classes on recycling of used oil and filters. Includes all materials, teacher orientations, payments to teachers, and yearly report.	10	\$350.00	\$3,500.00							\$3,500.00
task total			\$3,500.00	45	148	193	\$11,900.00	\$3,500.00	\$1,500.00	\$20,400.00
II. Collection Center Site Visits and Support										
A. Subcontract to C2: Visit all Certified Collection Centers (CCCs). Complete CalRecycle checklist plus additional questions as desired eg: experience with contaminated oil; ethnicity of DIYers. Also obtain quantity estimates for used oil and filter from DIYers. Provide (and when possible, install) signage as needed. Compile data from visits in a spreadsheet. Summarize findings in a report including estimated totals for used oil and filters collected (use CalRecycle claims data when available). Prepare typed version of site visit checklist sheets in a pdf to be retained by staff per CalRecycle requirements.	8	\$250.00	\$2,000.00							\$2,000.00
task total			\$2,000.00	0		0	\$0.00	\$0.00	\$0.00	\$2,000.00
III. Reporting and Administration										
A. Workshops and meetings including attendance/ presentations at JPA Board meetings as desired; Household Hazardous Waste Information Exchanges, Used Oil/HHW Conferences, and other related workshops/ meetings. Time and expenses to be prorated with other clients where possible.				20		20	\$2,000.00		\$200.00	\$2,200.00
B. Subcontract to C2: Oil Payment Program support: Assistance to staff with used oil program elements such as reporting, applications, CalRecycle approvals, etc.	1	\$5,000.00	\$5,000.00	5		5	\$500.00			\$5,500.00
C. Project administration: meetings and phone calls with staff; team meetings; progress reports, record keeping and invoicing.				30	10	40	\$3,500.00		\$200.00	\$3,700.00
task total			\$5,000.00	55	10	65	\$6,000.00		\$400.00	\$11,400.00
TOTAL ALL TASKS:			\$10,500.00	100	158	258	\$17,900.00	\$3,500.00	\$1,900.00	\$33,800.00

EXHIBIT “A” – SCOPE OF SERVICES

Contractor shall perform the following services:

Overall implementation of the ZWSP at selected schools in Marin County. Maintain the currently enrolled schools and onboard one additional school. Meet with school districts, schools, teachers, parents, and students to implement the ZWSP, track data, and report to ZWM findings and pathways for improvement. Make presentations to multiple stakeholders, provide trainings, organize and manage multiple school rollouts, and effectively communicate with ZWM and other collaborating organizations. At the end of the school year, provide reports per school and make specific recommendations for improvements.

As we know, schools will look very different this year due to COVID-19. In June, Dr. Matt Willis, Marin County Public Health Officer and Mary Jane Burke, Marin County Superintendent of Schools put together a Public Health Guided Return to Site-Based Classroom Instructions. This provides an outline to school districts; however school districts still have the authority to create their own guidelines. On July 17th, the Governor announced that counties on the state monitoring list may not open schools and must be off the list for two weeks prior to resuming classroom based learning. On August 1st, State Superintendent, Tony Thurmond, shared that 97% of students in CA are starting school distance learning. Marin is part of that 97%.

Many, including larger school districts such as SRCSD, SUSD, and MVSD, are giving parents the option to sign up for either distance learning through the school year (or a certain date) or distance learning to start and in person learning when available. This suggests we could have students on campus as early as November.

Due to the ever evolving changes and based on our information, our contingency plan is to support schools in person when possible and remotely as necessary. The budget has been prepared with the following assumption: all schools will be utilizing distance learning for the first semester and onsite learning the second semester. With so many school districts and so many varying factors, this seems a fair way to anticipate the budget.

We have received requests from many of our schools wanting us to continue to engage in Zero Waste at their sites (distance learning or not) so there will be quite a bit of planning once the contract is executed.

There will likely be significant shifts to material flows due to changes in lunch packaging materials, as well as changes to where and when students are receiving, eating, and disposing of their lunches. These changes may impact who sorts waste, when it gets sorted, and where waste bins should be placed on campus.

It will also be valuable to maintain the momentum of the high level of student interest and engagement with zero waste that has been cultivated over the past few years in our school communities. We believe students will still want to engage with these topics, and we can support teachers in creating opportunities for engagement while remaining sensitive and adaptable to the necessary shift in school priorities and systems.

School Sites

- Collaborate with principals, custodians, and Green Teams to adopt the ZWSP
- Execute pre- and post- waste audits
- Work with the Green Team, student leaders, and student council to guide them on waste diversion operations and help them be the on campus recycling coordinators to lead the program
- Conduct classroom, staff, custodial, and school-wide presentations and trainings
- Work with Operations and Maintenance and custodians on operations and infrastructure for campus
- Provide lunch time monitoring
- Collaborate with PTA members to achieve zero waste school events and lunchtime initiatives
- Work with school stakeholders to assess and determine ZWM Certification level

Liaison with the JPA and Haulers

- Collaborate on short term and long term goal setting and strategies
- Participate in monthly meetings with ZWM staff
- Review diversion data provided by ZWM
- Coordinate the removal and addition of landfill cans and recycling cans, decrease in service levels, and data sharing with ZWM and haulers

District Office

- Work with district offices, as requested, on Zero Waste resolutions and consistent messaging
- Provide education and resources
- Support take back programs
- Offer best practices guidance

Reporting

- Create tracking program with ZWM staff
- Provide timeline and pertinent meeting information to ZWM staff
- Provide monthly updates to ZWM contract manager
- Prepare annual diversion report for each school
- Provide end of contract summary report

Other

- Manage system for maintaining currently enrolled schools in collaboration with ZWM
- Oversee school recognition, award and incentive program with ZWM staff
- Work with interested teachers on providing education and curriculum that support the ZW goal and education standards
- Support school and ZWM efforts to engage with school lunch providers
- Work on food donation policies and appropriate action.

Zero Waste school support offerings that could be done remotely:

Adult engagement and support

- Video/phone stakeholder meeting with adult stakeholders (principal, lead teachers, custodians) near the start of the year to identify waste challenges and opportunities
- Synchronous video presentations/Q&As at staff meetings on sorting/new systems
- Video/phone check ins

Lunchtime and custodial system support

- Collaborate with custodians and adult stakeholders to design new waste systems based on impacts to infrastructure, lunch/cafeteria processes, and custodial processes
- Curbside bin checks with custodial staff and site lead
- If families are picking up breakfast and/or lunch from school meal hubs, ZWSP staff envisions assessing and supporting the implementation of effective materials flow systems at the school distribution sites, as well as educating families who are picking up meals. This includes:
 - Working with the lunch providers and distribution teams to ensure that families aren't receiving excess packaging, utensils, condiments, etc
 - Ensuring that leftover meals and food at the distribution hubs are being disposed of responsibly
 - Providing targeted sorting education to families picking up school meals, both at the point of pickup and through virtual platforms used by their school community, addressing the specific materials and food items provided

Student sorting and waste education

- Pre-recorded educational sorting videos for MSS and MVR rules
- Provide waste audit help remotely at the beginning and end of the school year
- Synchronous video presentations in classrooms that cover the importance of zero waste, school-specific sorting rules, and how waste systems have changed since COVID-19
- Providing additional waste-related activities and curricular support for teachers or Green Team student groups, building on the activities offered through our four-week remote Zero Waste Challenge in May 2020

Green Team Support

- Synchronous club attendance/presentations to Green Team members (whether students have gathered in a group or are calling in individually)
- Logistical club support

Certification

- Adapt to account for added challenges/changes due to COVID
- Do certification walk throughs remotely

Additional notes for success/adaptation

- Proactive messaging about 'here's what ZWSP looks like in the fall' so schools aren't anxious it will be an added burden, but rather an opportunity to be supported by us
- Survey to key adult stakeholders about needs/wants

EXHIBIT “B” – FEES AND PAYMENT SCHEDULE

Contractor shall be paid up to the maximum sum of \$150,000 as indicated in Section 4 of this agreement. Invoices shall be submitted monthly. Payment shall be made to the Contractor within 30 days of receipt of invoice.

The Contractor will not be eligible for compensation for any work performed that is outside of the contractual Scope of Services or in excess of the approved contract amount without prior written authorization.

Signature of Contractor

Date

EXHIBIT “A” – SCOPE OF SERVICES

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

CONTRACTOR will be responsible for providing collection receptacles/bins, and 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 6 feet or less
- Standard household CFL and U-Tube bulbs
- Standard household single-use and rechargeable batteries.

CONTRACTOR will clearly identify on all invoices: the collected pounds of batteries by type, 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 / JPA Office
- Bolinas Bay Lumber
- Good Earth Natural Foods
- Goodman Building Supply
- Jacksons Hardware
- Waterstreet Hardware
- Gnos Air Field
- Civic Center Library Tam CSD
- Marin Ace Hardware
- United Markets (San Anselmo)
- United Markets (San Rafael)

EXHIBIT "B" – FEES AND PAYMENT SCHEDULE



ReVolt Recycling LLC
657 143rd Ave.
San Leandro, CA 94578
510-352-2665

6/29/2020

County of Marin
Department of Public Works
1600 Los Gatos Drive Suite 210
San Rafael, CA 94903

Andrew Shelton 415-473-3285
Steve Devine 415 473-2711

ashelton@marincounty.org
SDevine@marincounty.org

Lamps	Cost Per
4' Straight Fluorescent Lamp Box	\$120.00 EA.
6' Straight Fluorescent Lamp Box	\$140.00 EA.
15 gallon poly - Compacts ,U-Tubes, Circular Fluorescent Lamps (holds 66 bulbs)	\$87.00 EA.
30 gallon poly - Compacts ,U-Tubes, Circular Fluorescent Lamps (holds 66+ bulbs)	\$185.00 EA.
Shatter shields Lamps Coated (Per Four Foot)	\$4.75 EA.
Mercury Vapor, High Pressure Sodium, Metal Halide	\$1.75 EA.
Projector Lamps	\$6.00 EA.
Halogen Lamps	\$0.60 EA.
Ultra Violet Lamps	\$6.75 EA.
LED	\$1.75 EA.
Induction Lamp	\$2.00 EA.
Broken Glass (Just Lamp Material)	\$5.00 LBS.

Batteries

Category One

Lead Acid Sealed, Gel, UPS \$1.00 LBS.
Minimum \$20.00 Charge

Category Two

Alkaline, Nickel Cadmium, Iron, Metal Hydride
Carbon Zinc and Zinc Air

5 gallon pail (Minimum 2 Pails)	\$95.00 EA.
15 gallon poly	\$185.00 EA.
30 gallon poly	\$350.00 EA.

Category Four

Lithium Ion, Lithium Metal, Magnesium \$6.50 LBS.

A Battery sorting fee will apply on all unsorted batteries \$0.45 LBS.

Labor Rate 2 Technicians, Onsite \$105.00 Hour (Minimum 1 hour per site)

Misc. Waste

E-Waste	\$1.00 LBS.
Thermometers	\$25.00 EA.
Oxygen Cylinder	\$37.50 EA.
Smoke Detector	\$25.00 EA.
Ballast (Non-PCB)	\$1.00 LBS.

Containers

4 Foot Lamp Boxes	\$12.00 Per Box
6 Foot Lamp Boxes	\$24.00 Per Box
30 Gallon Poly Drums	\$65.00 EA.
4 Foot Fiber Drums	\$58.95 EA.
8 Foot Fiber Drums	\$65.00 EA.
5 Gallon Pail	\$25.00 EA.
1 Gallon Lithium Pail	\$12.00 EA.

Transportation

Charges as followed:	\$750.00	Mobilization Fee / 1st Stop
	\$125.00	2nd Stop
Marin County	\$125.00	3rd Stop
	\$125.00	4th Stop
	\$125.00	5th Stop
	\$125.00	6th Stop
	\$125.00	7th Stop
	\$250.00	* Bolinas*
	\$250.00	*Point Reyes*

Terms

F:\Waste\JPA\JPA Agenda Items\JPA August\[Marin County Quote 6.29.2020.xlsx]Sheet1

EXHIBIT "A" – SCOPE OF SERVICES

Task	Hours	Rate	Labor Total	Expenses	Task/Subtask Total
Task 1: Communications Planning Support	12		\$ 1,800.00	\$ -	\$ 1,800.00
Provide input to Strategic Planners — Support the development the new Agency Strategic Plan, provide input on how communications & outreach can help achieve the Agency's strategic goals.	12	150	\$ 1,800.00		\$ 1,800.00
Task 2: General Website Updates	60		\$ 9,000.00	\$ 3,500.00	\$ 12,500.00
As Needed web updates	60	150	\$ 9,000.00	\$ 3,500.00	\$ 12,500.00
			\$ -	\$ -	-
Task 3: Community Outreach & Member Agency Communications	295		\$ 44,550.00	\$ 2,000.00	\$ 46,550.00
Schools Program Updates/Support	45	135	\$ 6,075.00	\$ 2,000.00	\$ 8,075.00
Social Media , August 2020-June 2021	70	135	\$ 9,450.00		\$ 9,450.00
Collateral Updates , Design — As Needed	40	135	\$ 5,400.00		\$ 5,400.00
Quarterly Member Agency Communications , Content, Coordination, Tracking, Reporting, images	100	135	\$ 13,500.00		\$ 13,500.00
Program Support -Annual Report, Board Reports	40	135	\$ 5,400.00		\$ 5,400.00
As-Needed Community Outreach (webinars, presentation, event outreach)	35	135	\$ 4,725.00		\$ 4,725.00
Task 4: Hauler Collateral Support (As-Needed)	20		\$ 2,500.00	\$ -	\$ 2,500.00
Hauler Materials Content Updates, Consultations	20	125	\$ 2,500.00		\$ 2,500.00
Task 5: Multi-Touch Media Campaigns	196		\$ 26,460.00	\$ 81,640.00	\$ 108,100.00
Main Multi-Touch Campaign -Spring Campaign, with Media Buy—Creative, Management, Reporting for Marin Zero Waste Lifestyle Campaign-Food Waste Reduction, other topics TBD, pending situation in Spring	126	135	\$ 17,010.00	\$ 8,500.00	\$ 25,510.00
Secondary Campaign --Holiday Waste-Free Gift Giving and other Holiday Waste Reduction Tips. Small Media Buy--Creative, Management, Reporting	70	135	\$ 9,450.00	\$ 3,000.00	\$ 12,450.00

EXHIBIT "A" – SCOPE OF SERVICES

Media Buys & Quarterly Promotions—Includes media expense for both campaigns, an addition to regular quarterly digital promotions to advertise and increase engagement with ZWM programs: HHW, Bulb & Battery, Used Oil. Printing/production of collateral/campaign components.

\$	-	\$	70,140.00	\$	70,140.00
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*CONTINGENCY: Remaining Budget can be used for:		Long Term					
Communications Planning	55	\$	7,875.00	\$	-	\$	7,875.00
Facilitated Workshop with Agency Staff & Stakeholders to identify communications goals, based on the new Agency Strategic Plan	30	150	\$	4,500.00		\$	4,500.00
Develop Plan: Incorporate Strategic Communications Goals, Messaging Priorities, Quarterly Plan, Campaign Topics, and Evaluation/Metrics Plan into an actionable plan.	25	135	\$	3,375.00		\$	3,375.00

EXHIBIT "B" – FEES AND PAYMENT SCHEDULE

Rate	Rate Basis	Rate
Planning Services: Research, Strategic Planning, Concept Development	Per Hour	\$150
Graphic Design/Illustration	Per Hour	\$135
Copywriting	Per Hour	\$135
Custom Photography Pricing depends on complexity of shoot, location, as well as technical and talent needs. Photography time is billed by hour or by day depending on specs. \$175/hour for photo-journalistic shoots or object photos, or \$4,000/day for studio or location setup with lighting.	Per Assignment	Quoted on a project basis
Video Production Pricing depends on complexity of shoot, location, as well as technical and talent needs.	Per Assignment	Quoted on a project basis
Production Artist/Fabricator	Per Hour	\$95
Outreach Staff	Per Hour	\$95
Project Management	Per Hour	\$125
Facilitation	Per Hour	\$175