



# CONSENT CALENDAR



**DRAFT MINUTES**

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY  
MEETING OF THE BOARD OF DIRECTORS  
April 28, 2016 – 2:00 p.m.  
San Carlos Library Conference Room A/B**

**Call To Order: 2:13PM**

**1. Roll Call**

Agency	Present	Absent	Agency	Present	Absent
Atherton	X		Menlo Park	X	
Belmont	X		Redwood City	X	
Burlingame	X		San Carlos	X	
East Palo Alto		X	San Mateo	X	
Foster City	X		County of San Mateo	X	
Hillsborough	X		West Bay Sanitary District	X	

Alternate Member Davina Hurt represented Belmont

**2. Public Comment**

Persons wishing to address the Board on matters NOT on the posted agenda may do so.

Each speaker is limited to two minutes. If there are more than five individuals wishing to speak during public comment, the Chairman will draw five speaker cards from those submitted to speak during this time. The balance of the Public Comment speakers will be called upon at the end of the Board Meeting.

If the item you are speaking on is not listed on the agenda, please be advised that the Board may briefly respond to statements made or questions posed as allowed under The Brown Act (Government Code Section 54954.2). The Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report and formal public discussion and input at that time.

Mike Kelly of Recology handed out copies of Recology's 5 year review.

**3. Adjourn to Closed Session – Pursuant to Government Code Section 54957: Public Employee Appointment - Executive Director**

The Regular session of the meeting was called to order at 2:58PM

**4. Roll Call**

Agency	Present	Absent	Agency	Present	Absent
Atherton	X		Menlo Park	X	
Belmont	X		Redwood City	X	
Burlingame	X		San Carlos	X	
East Palo Alto		X	San Mateo	X	
Foster City	X		County of San Mateo		X
Hillsborough	X		West Bay Sanitary District	X	

**5. Report from Closed Session**

None

**6. Interim Executive Director’s Report**

Interim Executive Gans gave an overview of the staff report and went over the bullet points in the report. He noted the May budget workshops and times, and that the budget would be back at the May meeting for approval.

**7. Approval of Consent Calendar**

Consent Calendar item(s) are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items be removed for separate action. *Items removed from the Consent Calendar will be moved to the end of the agenda for separate discussion.*

Member Widmer commented on item 7F: this contract should have been a competed contract not single sourced as it’s not a contract change order.

Member Benton asked if PG&E was participating in rebates for the LED Lighting and Shoreway.

Interim Executive Director Gans answered yes, and that during the pilot \$40,000 was spent to test the light quality, and energy consumption and \$10,000 was received in rebates on that project.

- A. Adopt the February, 25, 2016 Board of Directors Meeting Minutes
- B. Resolution Approving Calendar Year 2015 Financial Statements
- C. Resolution Approving the Revenue Transfer from Reserves for Calendar Year 2015
- D. Resolution Approving an Agreement with Ascent Environmental, Inc. to Complete the 2015 CalRecycle Electronic Annual Reports in Compliance with AB939
- E. Resolution Approving a Contract with Grainger for LED Lighting for Shoreway
- F. Resolution Approving a Change Order with RC Bensen & Sons for concrete work at Shoreway
- G. Resolution Approving an Agreement with Sloan/Vazquez to Conduct an Operations and Cost Assessment of Recology’s Collection Services

Member Aguirre made a motion to approve the Consent Calendar  
Vice Chair Bronitsky seconded the motion.

Voice Vote: All in favor

Member Bonilla abstained from item 7A.

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X				Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo	X		7A	
Foster City	X				County of San Mateo				X
Hillsborough	X				West Bay Sanitary Dist.	X			

**8. Administration and Finance**

- A. Status Update on Long Range Plan Projects and Zero Landfill Workgroup (Staff Update)

Interim Executive Director Gans gave a brief overview of the staff report, and an update on the efforts of the Zero Landfill Working Group.

Member Brownrigg as the Chair of the Zero Landfill Working group added that the committee hopes to start offering preliminary conclusions by this summer. As the committee has looked at the goal of getting to zero Landfill it has become clear that the Agency probably can't get to zero but can do better. He noted that as it relates to the budget, doing better will be a stair step approach, and there won't be a single silver bullet that gets us even close to zero. One of those stair steps is the mixed waste processing system that gets the Agency to 68%. He also added that this Agency spends \$11 million per year putting black bin items at Ox Mountain, and in 10-15 years Ox Mountain will close, at which point rates will go up, so simply put landfills are bad. So the group has been looking at ways to make sure that the 68% that is in the Long Range Plan is held to, and once we get to 68% how do we get to 78 or 88%. He concluded that the committee will be coming to the Board mid to late summer with some of the ideas the committee has been working on.

Interim Executive Director Gans added brief updates on the rest of the items in the long range plan, noting that the Split-Body pilot report has been issued since the staff report went out. He also noted that the Outreach Coordinator has resigned, and as a result some of the outreach work is being postponed or reassessed.

B. Presentation of Preliminary FY16/17 SBWMA Operating Budget (*Staff presentation*)

Interim Executive Director Gans gave a Power Point presentation on the proposed FY16/17 budget.

Member Widmer questioned if the \$35K was for support from the former Finance Manager to come back and support the current Finance Manager, or if it was for the contract approved with the Consent Calendar to assist with the pricing analysis.

Staff Gans answered that it was for both, and that currently the Former Finance Manager is under contract and providing support, and the request is to be able to rely on that support going forward into the next budget year. He also added that rate review is not the former Finance Manager's work that is done by an outside contractor.

Member Widmer pointed out that this year's budget had \$35K in it for support from the Former Finance Manager, as well as a budgeted amount for the overlap of finance managers, so it's over stated by about \$70K.

Interim Executive Director Gans answered that it may not get spent, but if it isn't budgeted then there is no option.

Chair Grassilli advised the Board to come to the workshops on the 11<sup>th</sup> and 12<sup>th</sup>.

Member Benton asked if the franchised and non-franchised material would both be paying the same \$10 increase, and are both paying \$94/ton now.

Interim Executive Director Gans answered yes, the \$10 increase would be for both, and that both are paying about the same now, but public customers are charged by yard, and franchised customers pay by the ton.

Member Widmer commented that the non-franchised customers should always be charged more, the franchised tons should be the most favored customer and the disposal cost is more expensive for non-franchised material because of what is being brought in. He noted that the Board should take a look at this in the future to make sure that the 12 jurisdictions are always lower because franchised material is the bulk of the business.

Interim Executive Director Gans noted that he would like to have a discussion with the Board about the tip fees paid to Zanker for C&D processing, noting that C&D processing is currently \$50/ton and landfill is about \$40/ton. He added that the SBWMA contract with Zanker is expiring at the end of 2016, and the rate is proposed to increase to \$65/ton and that material is almost exclusively self-haul. With Zanker's rates going up 25%, that will have an effect on non-franchised tip fees at Shoreway.

Member Benton reminded the Board that a few months ago there was a conversation with the Board about trying to increase non-franchised tons to try and spread overhead. He noted that he raised the question then, about as tons go up the margin of income for non-franchised tons goes down. He added that he doesn't want to put emphasis in an area where the spread is less.

Interim Executive Director Gans added that there are space concerns and other non-cash related concerns to consider as well.

Chair Grassilli suggested continuing this discussion at the workshop and to bring any proposed changes to the workshop so what needs to be changed can be changed.

C. Resolution to Form an Ad Hoc Committee to Review Franchise Agreement Amendments (*Approval item*)

Staff Feldman gave an update on Member Agency's status in the process. He noted that as of the Board Meeting five Member Agencies have confirmed their commitment to the process, five have scheduled discussion with their councils, and two are pending being scheduled. He also noted that staff's high level review of Recology will be shared with Recology and then at the TAC meeting in May. Finally, he noted that six Member Agency representatives have volunteered to participate on the Ad Hoc Committee to review Franchise Agreement amendments, and noted the recommended members are in the staff report.

Member Widmer asked for the attendance at TAC meetings of the proposed members of the committee.

Staff Feldman gave a brief sentence about each member:

Afshin Oskoui from Belmont is the Chair of the TAC, and attends all of the TAC meetings.

Brenda Olwin is the Finance Manager from East Palo Alto, and East Palo Alto has attended meetings

Heather Abrams is a TAC member and attends all the TAC meetings

The City Manager of Redwood City has never attended a TAC meeting, but Mike Gibbons the City's representative regularly attends the TAC meetings.

Larry Patterson the City Manager of San Mateo hasn't attended a TAC meeting, but was the Chair of this Board when it was a staff Board and was the Board Chair during the last negotiation period, but Roxanne Murray of San Mateo consistently attends those meeting.

Jim Porter with the County of San Mateo regularly attends TAC meetings

Member Widmer questioned if they've never come to a TAC meeting, but an assistant has wouldthe assistant come to the meeting, and if not, will they have enough history to be on the Committee.

Staff Feldman noted that the approved plan and recommended process prescribes that this committee be formed at the Board's recommendation. It also states that it be made up of TAC or staff members from our individual jurisdictions, without mentioning class of staff.

Member Widmer commented that if they've never come to a meeting how they will have enough history to be members of the committee.

Chair Grassilli commented that the committee is made up of two City Managers from our largest cities in the JPA, so he thought it was a good list.

Member Benton asked what the purpose of the committee was.

Staff Feldman answered that the approved plan and recommended process prescribes that the committee assist Member Agencies with negotiating with Recology. It will serve as a sounding board for staff, and to ensure that Member Agency's comments and concerns are brought to the negotiations.

Member Benton asked what role the Board of Directors has in the process.

Staff Feldman answered that at the end of the negotiation the committee being discussed today will bring forward the recommended negotiated amendments to a new uniform Franchise Agreement. The Board will vote if the uniform Franchise Agreements should be moved forward to the individual Member Agency councils.

Member Dehn asked for clarification that this is not a TAC committee but an Ad Hoc committee that reports to the Board.

Staff Feldman staff believes that this committee would report via the TAC to the Board, but it could report directly to the Board, but added that it is not specified in the approved plan and recommended process.

Chair Widmer thought it was a good idea to have the TAC participate, by being the body that this committee reports to, and the TAC will bring it to the Board.

Member Widmer made a motion to approve resolution 2016-21

Member Dehn seconded the motion.

Voice Vote: All in favor

Member Bonilla abstained from item 7A.

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton	X				Menlo Park	X			
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			
East Palo Alto				X	San Mateo	X			
Foster City	X				County of San Mateo				X
Hillsborough	X				West Bay Sanitary Dist.	X			

Member Mueller and Member Widmer now absent at 3:48 PM

**9. Collection and Recycling Program Support and Compliance**

- A. Annual Solid Waste Rate Survey (*Staff update*)

Staff Feldman gave a brief overview of the staff report. He noted that 7 of the SBWMA Member Agencies are below the 50<sup>th</sup> percentile for rates throughout the Bay Area including HHW service, and only two other jurisdictions surveyed have an HHW service.

**10. Shoreway Operations and Contract Management**

No items

**11. Informational Items Only (no action required)**

- A. Technical Consulting Contracts for 1<sup>st</sup> Quarter 2016  
B. 2016 Finance and Rate Setting Calendar  
C. Check Register Detail  
D. Potential Future Board Agenda Items

**13. Board Member Comments**

**14. Adjourn 3:49PM**



## STAFF REPORT

**To:** SBWMA Board Member  
**From:** Farouk Fakira, Finance Manager  
**Date:** May 26, 2016 Board of Director's Meeting  
**Subject:** Approval of Quarterly Investment Report for the Quarter Ended March 31, 2016

### Recommendation

It is recommended that the SBWMA Board review and accept the Quarterly Investment Report.

### Analysis

The primary objective of the Investment Policy for the SBWMA is safety of principal, while meeting the cash flow needs of the Authority, through prudent investment of unexpended cash. As of March 31, 2016, the investment portfolio was in compliance with the Investment Policy. The portfolio contains sufficient liquidity to meet the next six months of expected expenditures by the Authority as well as by other third parties.

### Fiscal Impact

The attached Investment Portfolio Summary indicates that as of March 31, 2016, funds in the amount of \$20,633,368 were invested, producing a weighted average yield of 0.44%.

Below is a summary of the changes from the last quarter.

	<b>Qtr Ended 3/31/16</b>	<b>Qtr Ended 12/31/15</b>	<b>Increase (Decrease)</b>
Total Portfolio	\$ 20,633,368	\$ 19,786,798	\$ 846,570
Weighted Average Yield	0.44%	0.40%	0.04%
Interest Earnings	\$ 22,840	\$ 19,735	\$ 3,105

The total portfolio balance increased by \$846,570. The increase is primarily due to transfers of excess operating cash into the investment portfolio and the required monthly debt service transfers into the bond account from operating funds. The higher portfolio balance combined with a slightly higher weighted average yield resulted in a higher interest earnings. A table comparison of the portfolio components is provided below:

	<b>3/31/2016 Balance</b>	<b>% of Total</b>	<b>12/31/2015 Balance</b>	<b>% of Total</b>	<b>Change over Prior Quarter</b>
SM County Pool	\$ 5,750,398	28%	\$ 5,739,190	29%	\$ 11,208
LAIF	9,593,633	46%	8,385,354	42%	1,208,279
Bond Account	5,289,337	25%	5,662,252	29%	(372,915)
<b>Total Portfolio</b>	<b>\$ 20,633,368</b>	<b>100%</b>	<b>\$ 19,786,796</b>	<b>100%</b>	<b>\$ 846,572</b>

Note: There may be minor differences in totals as individual amounts are rounded to the nearest dollar

Due to arbitrage restrictions, bond investments are not included in our LAIF rate or investment pool comparison. As of March 31, 2016, the bond reserve and payment accounts of approximately \$5.3 million were invested with the trustee in short-term investments.

As of March 31, 2016, investments in the County Investment Pool totaled 37% of SBWMA's funds available for investment pools (see Attachment 1). The percentage is within the range specified by the SBWMA Board.

The average yield of the portfolio in the quarter excluding the bond proceeds was 0.59%. LAIF is used as a benchmark and the average LAIF yield for the quarter ending March 31, 2016, was 0.46%. The San Mateo County Pool average yield for the quarter was 0.82%.

The Investment Advisory Committee, consisting of Jeff Maltbie, City Manager of San Carlos; Michael Galvin, City Treasurer for San Carlos; and Rebecca Mendenhall, Administrative Services Director of San Carlos, have reviewed this report before presentation to the Board.

**Attachments:**

- A. Summary of All Investments for Quarter Ending March 31, 2016
- B. Investment Portfolio 3/31/2016 – Chart
- C. Historical Summary of Investment Portfolio

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY**

**SUMMARY OF ALL INVESTMENTS**

For Quarter Ending March 31, 2016

Category	Weighted Average Interest Rate	Historical Book Value	% of Portfolio	GASB 31 ADJ Market Value*	Interest Earned
<b>Liquid Investments:</b>					
San Mateo County Investment Pool (COPOOL)	0.82%	\$ 5,750,398	37%	5,750,398	11,705
Local Agency Investment Fund (LAIF)	0.46%	9,593,633	63%	9,599,338	9,471
<b>Total - Investments</b>	<b>0.59%</b>	<b>15,344,031</b>	<b>100.00%</b>	<b>15,349,736</b>	<b>21,176</b>
<b>Bond Accounts - Cash with Fiscal Agents</b>					
BNY Western Trust - Certificates of Deposit^ 2009A Reserve Fund Account	0.00%	-		-	1,664
BNY Western Trust - Dreyfus Cash Mgmt 670 Inv 2009A Reserve Fund Account	0.00%	4,129,510		4,129,510	-
BNY Western Trust - Dreyfus Cash Mgmt 670 Inv 2009A Payment Fund Account	0.00%	1,159,827		1,159,827	-
<b>Total - Bond Accounts</b>	<b>0.00%</b>	<b>5,289,337</b>		<b>5,289,337</b>	<b>1,664</b>
<b>GRAND TOTAL OF PORTFOLIO</b>	<b>0.44%</b>	<b>20,633,368</b>		<b>20,639,073</b>	<b>22,840</b>
<b>Total Interest Earned This Quarter</b>				<b>22,840</b>	
<b>Total Interest Earned Fiscal Year-to-Date</b>				<b>62,440</b>	

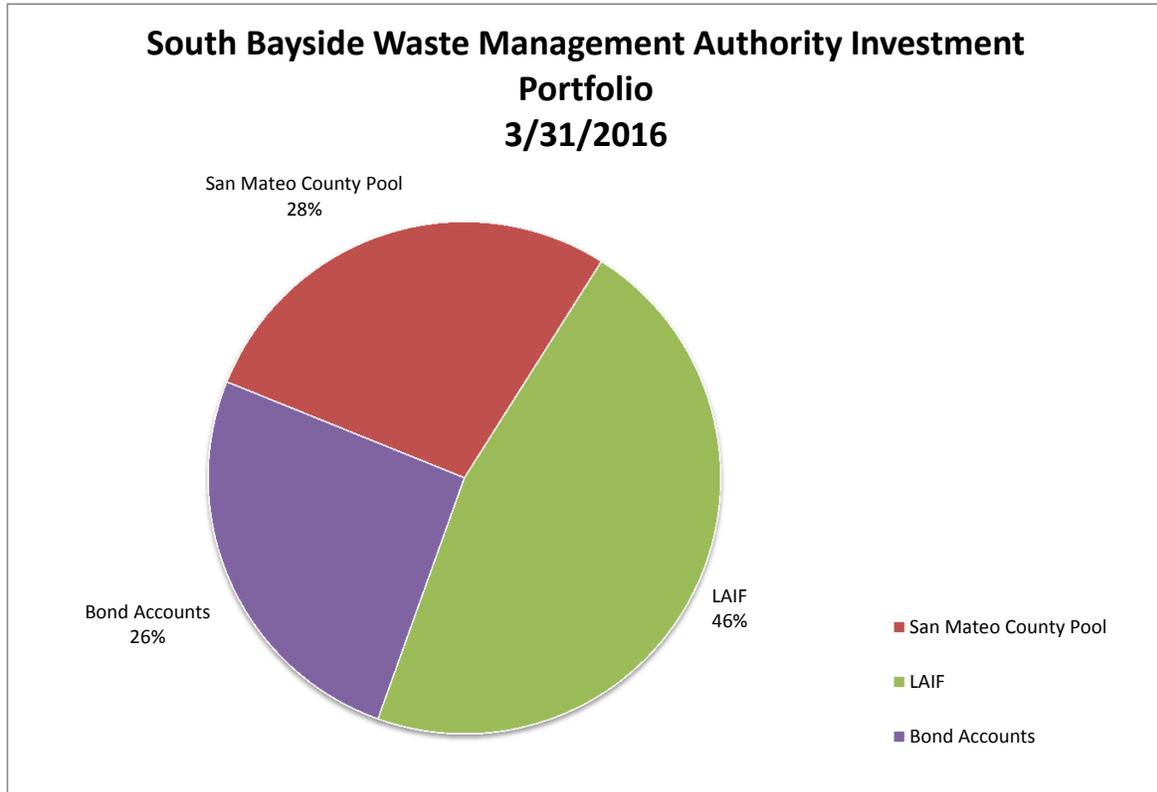
^ - The last Certificate of Deposit matured on 3/24/2016. The interest earned represents the total interest received during the quarter.

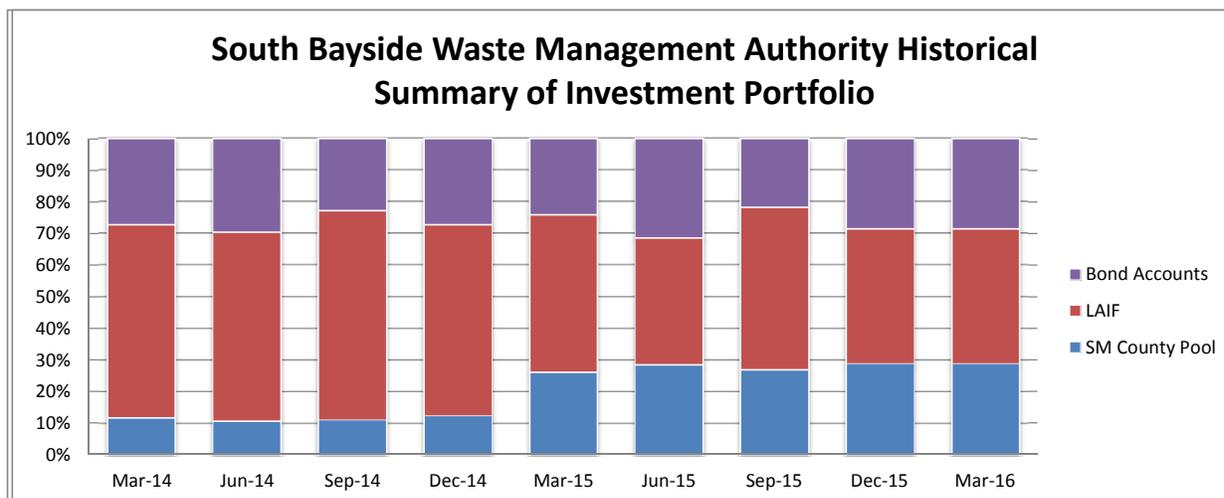
**Note: SBWMA Board approved the following investment mix at its January 22, 2015 meeting:**

LAIF - 50% to 70%

COPOOL - 30% to 50%

\*Difference in value between Historical Value and Market Value may be due to timing of purchase. Investments in the investment pools may have been purchased when interest rates were lower or higher than the end date of this report. As interest rates increase or decrease, the value of the investment pools will decrease or increase accordingly. However, interest rate fluctuations does not have any impact to SBWMA's balance in the investment pools. The market values are presented as a reference only.





**South Bayside Waste Management Authority Portfolio**

	Mar-14	Jun-14	Sep-14	Dec-14	Mar-15	Jun-15	Sep-15	Dec-15	Mar-16
SM County Pool	2,286,013	2,289,604	2,293,037	2,596,754	5,700,859	5,719,002	5,728,746	5,739,190	5,739,190
LAIF	11,584,976	12,591,585	13,448,147	12,456,035	10,864,026	7,971,342	10,878,169	8,385,354	8,385,354
Bond Accounts	5,226,893	6,257,859	4,628,312	5,659,274	5,264,849	6,296,018	4,631,288	5,662,254	5,662,254
<b>Grand Total</b>	<b>\$ 19,097,882</b>	<b>\$ 21,139,048</b>	<b>\$ 20,369,496</b>	<b>\$ 20,712,063</b>	<b>\$ 21,829,734</b>	<b>\$ 19,986,362</b>	<b>\$ 21,238,203</b>	<b>\$ 19,786,798</b>	<b>\$ 19,786,798</b>



## STAFF REPORT

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To: SBWMA Board Members  
From: Hilary Gans, Interim Executive Director  
Date: May 26, 2016 Board of Directors Meeting  
Subject: Resolution Approving Contract with DTE Networks for Information Technology Services for FY16/17

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### Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2016-22 attached hereto authorizing the following action:

The Interim Executive Director execute a contract with DTE Networks to provide Information Technology services for FY16/17 with a not to exceed budget of \$27,000.

### Analysis

This contract is an extension of the annual contract for information technology services the SBWMA has had with T324 firm since 2007. In 2014 T324 subcontracted the IT portion of their business to DTE Networks, and the SBWMA has had a relationship with both vendors since that time. DTE Networks has requested that the IT services they have been providing continue under a separate contract from T324. T324 will continue to provide the website hosting and maintenance services they have been providing since 2007. This contract is for a one-year period and no long term contracts have been issued to T324 or DTE Networks.

### Fiscal Impact

A new contract will be executed with a not to exceed amount of \$27,000 which is the amount included in the proposed FY16/17 budget under a line item for "Information Technology"

### Attachments:

Resolution 2016-22

Exhibit A – Professional Services Agreement for FY16/17 Information Technology Services



## RESOLUTION NO. 2016-22

### RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH DTE NETWORKS FOR INFORMATION TECHNOLGY SERVICES FOR FY16/17

**WHEREAS**, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with DTE Networks for the purpose of providing the following services:

Annual Information Technology Services for FY16/17.

**NOW, THEREFORE BE IT RESOLVED** that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a contract with DTE Networks.

**PASSED AND ADOPTED** by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26<sup>th</sup> day of May, 2016, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist.				

I HEREBY CERTIFY that the foregoing Resolution No. 2016-22 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on May 26, 2016.

ATTEST:

\_\_\_\_\_  
Bob Grassilli, Chairperson of SBWMA

\_\_\_\_\_  
Cyndi Urman, Board Secretary



A Public Agency  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of the 1st Day of July, 2016 by and between the South Bayside Waste Management Authority hereinafter "SBWMA", and DTE Networks hereinafter "Consultant".

**RECITALS**

This Agreement is entered into with reference to the following facts and circumstances:

- A. That SBWMA desires to engage Consultant to render certain professional services in the SBWMA jurisdictions;
- B. That Consultant is qualified to provide such services to the SBWMA; and
- C. That SBWMA has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth.

**TERMS AND CONDITIONS**

**1. Services**

The services to be performed by Consultant under this Agreement shall be to Provide Information Technology for FY1617 as outlined in Exhibit A.

Performance of the work specified above is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

**2. Term of Agreement**

Said services shall commence on execution and shall continue for completion of tasks within one year (12 month period). The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

**3. Compensation**

Payment under this Agreement shall be as per Exhibit A, not to exceed \$27,000.00

Invoices for payment shall be submitted monthly to SBWMA and shall contain the information shown in Exhibit B hereto.

**4. Authorization and Termination**

This Agreement becomes effective when endorsed by both Parties in the space provided below.

**5. Reliance of Professional Skill of Consultant**

Consultant represents that it has the necessary professional skills to perform the services required and SBWMA shall rely on such skills of the Consultant to do and perform the work.

**6. Relationship to Parties**

It is understood that the relationship of Consultant to SBWMA is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of the SBWMA.

**7. Nonassignment**

This Agreement is not assignable either in whole or in part.

**8. Amendments**

This Agreement may be amended or modified only by written agreement signed by both Parties.

**9. Validity**

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**10. Government Law/Litigation**

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto over the terms or performance of this agreement the prevailing party shall be entitled to reasonable attorneys fees and costs.

**11. Mediation**

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs. Mediation shall occur within 30 days of notice by either party, and if it does not occur within that period of time a legal action shall be permitted to be filed.

**12. Entire Agreement**

This Agreement, including Exhibit A, comprises the entire Agreement.

**13. Indemnity**

Consultant shall defend, indemnify and hold SBWMA and its officers, employees and agents harmless from any and all claims, damages, losses and expenses related to or as a result of intentional or negligent acts for which Consultant or its agents and employees are responsible.

**14. Insurance**

Consultant shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Consultant shall furnish SBWMA with certificates of insurance evidencing the required coverage. The insurance shall be with a carrier that is licensed and in good standing in the State of California, and has an A.M. Best Co. rating of A/5 or better. The SBWMA will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the SBWMA office of any pending change in the limits of liability or of any cancellation or modification of the policy.

**a. Worker's Compensation and Employer's Liability Insurance**

Consultant shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

DTE Networks operates as a DBA under LANAlert, Inc., an S corporation, and only Yaron Rosenthal and Jeffrey Abbott (principals of the corporation) perform work for clients. Therefore a Workers' Compensation insurance policy is not required by law. If this condition changes, DTE Networks is obligated to report the change and, if required, obtain a policy.

**b. Liability Insurance**

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims



due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

**15. Notice**

All notices required by this Agreement shall be given to SBWMA and Consultant in writing, by first class mail, postage prepaid, addressed as follows:

**SBWMA:**                    **Hilary Gans, Executive Director**  
South Bayside Waste Management Authority  
610 Elm Street, Suite 202  
San Carlos, CA 94070  
Phone: (650) 802-3500  
Fax: (650) 802-3501

**Consultant:**            **DTE Networks**  
Jeff Abbott  
Yaron Rosenthal  
3060 El Cerrito Plaza #361  
El Cerrito CA 94530  
Phone: (510) 234-5816

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

**SBWMA**

BY: \_\_\_\_\_  
Hilary Gans, EXECUTIVE DIRECTOR

DATED: \_\_\_\_\_, 2016

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Robert J. Lanzone, SBWMA ATTORNEY

DATED: \_\_\_\_\_, 2016

**CONSULTANT**

BY: \_\_\_\_\_  
Jeff Abbott, Owner

DATED: \_\_\_\_\_, 2016

BY: \_\_\_\_\_  
Yaron Rosenthal, Owner

DATED: \_\_\_\_\_, 2016

**NOTICE TO PROCEED**

BY: \_\_\_\_\_  
Cyndi Urman, Board Secretary

DATED: \_\_\_\_\_, 2016





EXHIBIT A (Scope of Work)  
Part 1 IT Services

3060 El Cerrito Plaza #361 ■ El Cerrito, CA 94530

# Estimate

Date	Estimate #
5/2/2016	E6358

Accounts Payable  
 South Bayside Waste Management Authority,  
 610 Elm St, Ste 202  
 San Carlos CA  
 United States

		Project
Description	Total	
Microsoft Office 365 @ \$180/month (could change if number of users increases)	2,160.00	
Managed Antivirus @4.95/month (11 computers)	653.40	
logmein remote access and monitoring @ \$7.95/month (11 computers)	1,049.40	
Off-site backup service/storage @ \$67/month	810.00	
4 hours of support per month for routine server maintenance	6,480.00	
9 hours of support per month for general support requests, maintenance, upgrades, problem solving and troubleshooting, etc.	14,580.00	
<b>Subtotal</b>		\$25,732.80
<b>Sales Tax (9.0%)</b>		\$0.00
<b>Total</b>		\$25,732.80

**EXHIBIT B (Sample Invoice)**

Items highlighted yellow must be included on the invoice for approval format of invoice is just a sample

**INVOICE**

Your Company Name  
 Address  
 City State Zip  
 Phone Number

Date:  
 Project Number:  
 Invoice Number:

RethinkWaste  
 Attn: Project Manager  
 610 Elm Street, Suite 202  
 San Carlos, CA 94070

SBWMA Project: Project Title Purchase Order Number: PO Number  
 Invoice for Professional Services from 1/1/16 to 1/31/16

**TASK 1 TITLE/Description**

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	1.5	\$200.00	\$300.00
Jane Smith	1.0	\$100.00	\$100.00
<b>TOTALS:</b>	<b>2.0</b>		<b>\$400.00</b>

**TOTAL THIS TASK: \$400**

**TASK 2 TITLE/Description**

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
<b>TOTALS:</b>	<b>3.0</b>		<b>\$600.00</b>

**TOTAL THIS TASK: \$600.00**

**TOTAL THIS INVOICE \$1,000.00**

**BILLING LIMITS:**

Total Contract Amount		\$10,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$10,000.00
<b>This Invoice</b>	<b>10%</b>	<b>\$1,000.00</b>
Contract Balance	90%	\$9,000.00

