



A Public Agency

CONSENT CALENDAR

DRAFT MINUTES
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
May 25, 2017 – 2:00 p.m.
San Carlos Library Conference Room A/B

Call To Order: 2:05PM

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	

Member Widmer representing Atherton participated by phone

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.

None

3. **Adjourn to Closed Session** – Pursuant to Government Code Section Govt. Code Sec. 54957 Public Employee Evaluation: Executive Director

Regular Session CTO: 2:25

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	

4. Additional Public Comment

None

5. **Executive Director’s Report**

Executive Director La Mariana gave an overview of his Executive Director’s report. He noted that today staff would be asking for the Board’s consideration of 7 different bills of environmental nature that tie directly or indirectly to Agency business. He noted that the last bill is AB1595, not AB1594, and that the resolution is correct, but the staff report is incorrect. He also noted that today there would be a discussion on the budget, the FAX process and next steps, facility updates, and a fire insurance update presentation by John O’Neil. He explained that the recommended approach to insurance coverage is six layers of coverage with seven providers, which is a different route than in the past, and staff will be looking for Board direction and comments so that a decision on insurance coverage can be made at the June Board meeting. He also added that we are now in contract with a national recycling facilities expert consultant on MRFs, and they will be building an alternative program to handle the batteries.S (Unfortunately, Lillian was not able to attend) taff will be back to the Board in September with recommendations for alternative handling of batteries, and a significant public education program around batteries. Finally, he noted that 3 members from our JPA, Joe La Mariana, Lillian Clark, and Tammy Del Bene, were asked by senior CalRecycle staff to participate on an AB1383 workshop panel discussion on organics last week in Sacramento, and there was a lot of positive feedback. And, the June 8, TAC meeting would be a Cal Recycle/Sacramento day to update all of the Member Agencies on all of the legislation on the front burner, and Cal Recycle’s approaches to legislative and regulatory compliance, and the annual reporting cycle.

6. **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.*

- A. Approval of Minutes from the April 27, 2017 Board of Directors Meeting
- B. Approval of Quarterly Investment Report
- C. Resolution Authorizing the Executive Director to execute a letter in support of: AB1158, AB1219, AB954, AB1288, AB1036, AB1594, and SB705
- D. Resolution Approving South Bay Recycling MRF Equipment Refurbishment Expense
- E. Resolution Approving FY16/17 Capital Budget Reprioritizing

Member Widmer asked to discuss item 6C

Chair Grassilli noted the item would be discussed at the end of the meeting.

Member Bonilla made a motion to accept consent items A, B, D and E

Member Brownrigg seconded the motion

Roll Call Vote:10-0-0-2

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			

7. Administration and Finance

A. Resolution Approving the FY17/18 SBWMA Budget

Executive Director La Mariana gave an overview of the staff report, and the goals of the budget: to be in balance, to meet the bond covenant ratios, and to maintain healthy reserves. He noted that table 1 in the staff report is a new variance report of the differences between the preliminary budget in April versus the proposed final budget now. He noted that there is a \$450,000 place holder for a public procurement process if agreement isn't reached in the Contractor and, if it is not used, the money goes to the capital reserve account. He also noted that the new fire insurance premium has been factored in, the expected new number is \$550,000. Also, the HHW pass through costs have been removed as those costs are no longer included in our budget. He also noted that commodity has flattened out a bit, and the Capital Improvement plan includes \$1.2M for a storm water system at Shoreway. Finally, he noted there is anticipated change in tip fees at this time.

Member Widmer commented that if the RFP money is not spent it should not go in the capital reserve because the cost is operational, it should go into an unallocated reserved fund.

Chair Grassilli noted that Executive Director La Mariana and the attorney will get clarification on whether any decision to move that money would need to be approved by the Board.

Member Benton asked why the RFP, and change in insurance premiums were not listed in table 1.

Executive Director La Mariana answered that those two dollar amounts were listed in the preliminary budget that the Board looked at in April, and Table 1 is just the changes between the April and the May presentations of the budget.

Member Bonilla made a motion to approve the FY17/18 budget
Member Benton seconded the motion

Member Brownrigg commented that he supported the motion, and he praised the Executive Director and his team, noting that the financial reports are getting more and more clear. He added that this is a complicated entity with different levels of service, and he thought this was the best budget report to date.

Roll Call Vote: 10-0-0-2

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			

8. Collection and Recycling Program Support and Compliance

A. Update to Proposed Recology Model Franchise Agreement and Compensation Package Activities

Executive Director La Mariana gave an overview of the Franchise Agreement Extension activities since the May Board meeting. During the last month the SBWMA team presented to all 12 Member Agencies, a TAC workshop to 45 people, a City Managers meeting at a legal review meeting, and the team was able to get a better understanding of the public decision making process. He also noted the high level questions and comments received during the presentations including; a high level of satisfaction with

Recology, and maintaining the current services. He added that there were a lot of questions about future rates, which cannot be answered yet, so staff are providing for on-call consulting services to help the Member Agencies get from rate year 2017 to rate year 2021 as smoothly as possible. Member Agencies would be billed back for those services. He also noted that there were a lot of questions about the 10 year versus the 15 year contract, which is simply a function of the economics of the proposal the 15 year term saves about 4%. He then added that there was a lot of discussion of bulky item collection and abandoned waste issues, and he suggested putting a committee together of the affected agencies and come with a plan and get costing information from Recology. He also noted that the issue for G&A came up very loudly, at two different meetings, and the need for a better deal was strongly expressed. And finally, he added that the last point brought up was the early depreciation roll forward, there we a lot of questions on that. He then went over the next steps in the process, noting that June 22 it will be back at this Board meeting for consideration of approval. In July, each Member Agency will consider approving the model agreement, and then each individual Member Agency will begin negotiations with Recology for individual Member Agency Agreement amendments, with the goal of having a super majority of at least 8 of the 12 Member Agencies with fully executed Franchise Agreement Extensions by December 31, 2017. And then, between 2018 and 2021, working with Member Agency staff to smooth the rate transition between 2017 and 2021.

Member Dehn asked if the 3 month time frame between taking the model agreement to the Member Agencies, and negotiating a final executed agreement was about the time it took for the current Franchise Agreement to get fully executed.

Counsel Savaree noted that she didn't know, but could look back through records.

Executive Director La Mariana noted it would be July through December, 6 months.

Member Brownrigg commented that Burlingame's City Attorney wanted to have enough time to comment meaningfully on the proposed agreement, and she felt at first that there wouldn't be enough time.

Counsel Savaree noted that she spoke to Burlingame's attorney at the legal review workshop and she was comfortable with the June 9 time frame.

Member Brownrigg asked for a deeper analysis of rates than the rate survey. He noted that he would like to see a better job of trend analysis, the rate study was a little misleading because it includes franchise fees, and ranks by one particular variable. He thought a better economic review would be the total cost divided by the total number of people, so analysis of weather to total cost per person was going up or down could be done, and that he'd like to see the cost per person going down due to efficiencies, or at least lower than competitors who don't have this contract's advantage, and if you can show that trend to council members it makes it much more rational to go for a 15 year contract.

Executive Director La Mariana noted that the SBWMA team will have to talk about how to accomplish that, noting that the rates are public documents, but costs are not always so accessible.

Member Brownrigg noted that he is not talking about confidential or proprietary data, he is talking about the publicly proposed document from each of the haulers in comparable jurisdictions.

Member Widmer commented that each of the jurisdictions does want an estimate of what they will be paying so agreed with Member Brownigg that any additional forecasting would be helpful.

Member Benton reiterated his expressed a concern with some of the numbers that make up the \$65.3M Recology proposal, and he hoped that FAX Committee will have further discussion with Recology on those points.

Mr. Richard Tatum of East Palo Alto gave public comment noting his concern that the contract should be competitively bid, and if the Board votes to go sole source there needs to be a reason Recology is the only company that can do it, and even if you're satisfied with Recology, if someone else can do it cheaper, Mr. Tatum believes that we have to go with the cheaper company.

9. Shoreway Operations and Contract Management

A. Shoreway Operations and Fire Restoration Update

Staff Gans gave an update on the fire restoration and few remaining projects that he hopes to have completed by the end of June. He noted that the staff report included a list of payments from Hanover and claims by the SBWMA, and currently there is a credit of \$109,000 on a total claim amount of \$8.5M.

Member Benton asked if there is surplus at the end will it go back to the insurance company.

Staff Gans said yes, it would get reconciled at the end of the process when all of the work is complete, they try to stay ahead on payments so we don't get behind on cash flow.

B. Property Insurance Search Update - Presentation by John O'Neill, President of Risk Strategies Insurance Brokerage

Staff Gans introduced John O'Neil the insurance broker with Risk Strategies. He noted that the current insurance provider Hanover has declined to continue coverage and the contract ends at the end of June, so we need to have a new insurance contract in place by July 1.

Mr. O'Neill noted that knowing that Hanover might decide to get out of the business he started the process early to get into the marketplace. He noted that when a carrier has paid a significant amount on a loss it's not uncommon to see either raised rates to a very high degree or just decide not to renew. He noted that the insurance carrier noted that the cause of the fire was likely to continue to be a loss threat, and until that can be controlled from a more automated standpoint like fire rover, and some of the other options the Board is considering the SBWMA will be in a surplus lines of business condition which means a surcharge in premiums for approximately 3 years. Mr. O'Neill noted that he was concerned that, unless there was a good story to tell regarding loss control, the premiums were likely to stay high beyond the 3 year period.

Mr. O'Neil added that on the property section of the policy previously there was just one carrier that charged approximately \$185,000 per year for \$60M worth of coverage with a \$5,000 deductible. Now, insurance options are looking to be maintaining an insurance risk of approximately \$2.5M internally, and premiums would go close to \$530,000 per year. He noted that insurance has been competitively bid to more than 40 insurance carriers, many outright declined the risk, and those that did offer numbers the best ones were put forth. He noted that towers of layers of coverage have been built using multiple carriers to build up to the desired coverage.

Chair Grassilli asked if the Board voted on this at the end of June would it be enough time for a July 1 start date.

Mr. O'Neill answered yes, if the Board takes action at the June meeting and approves the renewal, it's a 24 hour process from that point.

Chair Grassilli commented that currently we have \$68M worth of coverage in 3 different areas, and asked if the Tower would cover all that is covered now, and asked if the companies offering coverage are well rated.

Mr. O'Neill answered yes, all areas are covered, it is \$60M in coverage, plus the \$2.5M risk the SBWMA would assume. He also noted, that as a National brokerage firm, Risk Strategies has a policy of not placing clients with customers with anything less than an A+8 rating, which is A+ being the highest rating you can receive and 8 being a surplus of \$500,000 to \$1B.

Member Benton asked if there was earthquake insurance on the facility, and will there be a firm quote presented to us next month.

Mr. O'Neil answered no, there is no earthquake insurance, and firm quotes were included in the staff report for the Board's review.

Vice Chair Bronitsky asked what a surplus lines carrier is, and does going with a surplus lines carrier entail additional risk.

Mr. O'Neil answered that answered that it is a carrier that is not backed by the California Guarantee Solvency Association. It means they don't have to file their rates with the California Department of Insurance which may take 6-9 months to review, they can file and use their rates tomorrow, which gives the insurance carrier the ability to react to the market place. He added that not being a part of the California Guarantee Solvency Association, means that if the company were to go bankrupt you'd have no backstop. He also added that this is not concerning because as long as insurance is being purchased from solid reputable carriers, he has never had an issue with that.

Member Bronitsky commented that he wants everyone to understand that the first \$2.5M of loss comes out of the SBWMA budget, so he wanted to discuss reserving for that, since it's a big jump from \$5,000.

Mr. O'Neill noted there was also a \$1M deductible option, and the Board could look at the premium difference and see if that made economic sense.

Member Widmer commented that the \$2.5M was an awfully high deductible, and agreed that there will be a need to increase the reserve to cover the deductible.

Mr. O'Neill noted that it is about an \$85,00 per year differential in premiums to go down to a \$1.5M deductible for the primary carrier, and then nominal for the additional carriers, but the total cost could be \$100,000 – 125,000 additional in premiums each year.

Member Widmer asked to see a number of options to look at when the decision is being made at the June meeting.

Member Dehn asked what the status of the installation of the Fire Rover, and if the insurance figures are predicated on installation of the Fire Rover.

Executive Director La Mariana noted that the Fire Rover did not get Board approval, because more information was requested.

Staff Gans added that the money for this equipment and support programis in the FY17/18 budget which was approved today, so it will be coming back to the Board for approval and review.

Mr. O'Neill noted that the figures for insurance were not predicated on the installation of the Fire Rover system.

Member Brownrigg asked for the status on the battery plan.

Executive Director La Mariana answered that there will be a comprehensive presentation at the September Board meeting, with a battery plan. He noted that alternative battery options need to be in place before the plan can be implemented.

Member Brownrigg asked if there is an obligation to take batteries.

Executive Director La Mariana answered no.

Member Brownrigg noted that one of the options is to simply not take them any longer.

Member Bonilla commented that batteries will come anyway, even if they are not collected in the programs.

Executive Director La Mariana noted that there needs to be a responsible approach to this, and since residents have already been conditioned to batteries being accepted, staff feel like all options need to be exhausted before they are no longer collected at all.

Member Brownrigg suggested using the messaging on the Recology bills in the meantime with a standard message of no batteries in the trash.

Member Benton suggested newspaper articles on the importance of keeping lithium ion batteries out of the waste stream.

Mr. O'Neill concluded by noted that Executive Director La Mariana and Staff Gans would give direction as to what options the Board would like to see.

Executive Director La Mariana noted that the direction from today is that the Board would like to see options that have multiple layers to them.

Vice Chair Bronitsky asked if \$1.5M was the lowest deductible any company was willing to bid on.

Mr. O'Neill noted that it was tough to get them to go lower than that, not that they wouldn't, but at what price point does that it makes economic sense.

10. Informational Items Only (no action required)

- A. April 2017 Check Register Detail
- B. 2018 Finance and Rate Setting Calendar
- C. Future Board Agenda Items

Agenda Item 6C:

Member Widmer commented that the SBWMA Board approval carries a lot of weight, and he had comments on 3 of the items. First AB1158 he felt the carpet solution didn't do anything, even though he agreed with putting the responsibility back on the manufacturers, but Board support should require something more concrete. Second, he noted that he's not really sure what AB1288 does. And, third AB1594 and SB705 seem to be the same thing, and should be combined and those comments should be added if we lend our support.

Executive Director La Mariana commented that AB1158 the Carpet Stewardship Act takes aim at a problematic segment of the waste stream. He added that a law passed a few years ago has not been effective, and this bill tries to get a wide group of industry voices together to come up with a better alternative, so it is support of a conceptual movement, but that he recommended support at each level of the process.

Executive Director La Mariana commented that AB1288 is recommended tip fee reform. Everyone ton disposed of in California represents \$1.40 to Cal Recycle, and is their primary source of revenue. With the tonnage of disposed material going down Cal Recycle's revenue source is also going down, and year after year Cal Recycling is being tasked with performing more compliance and enforcement activities. So, this bill proposes an industry wide coalition to determine a fair number and fair priorities so the industry could work with the regulators.

Member Bonilla is now absent at 3:26.

Executive Director La Mariana commented that AB1594 and SB705 do have a lot of similarities, and staff's understanding that they'll likely get merged into one piece of legislation at the committee level. He added that he didn't see a lot of downside to supporting both as a statement that the SBWMA is a leader on these kinds of issues.

Member Benton noted that there is a new line item in the budget for advocacy, and asked how it ties to support of these bills.

Executive Director La Mariana answered the budget line item will support agencies that take the lead in getting these kinds of bills to a place where they can become legislation, and our SBWMA voice gets amplified by supporting these organizations on the front lines.

Member Benton noted that he supports that, and has expressed frustration in the past over things being in the waste stream because they can't be recycled. So, to the point where we can get manufacturers to produce items that can be recycled, that helps.

Member Brownrigg commented that it's not unusual to have two bills that are doing the same thing in both the Assembly and the Senate, so he is in favor of supporting both sides. He also asked for clarification on the carpet, asking if it was a consumer fee similar to CRV for bottles to fund recycling for carpet, and he supported that as well.

Executive Director La Mariana commented regarding carpet that the first bill that passed a few years ago was well intentioned but didn't do what the industry had hoped. This version takes an EPR (Extended Producer Responsibility) approach, and the SBWMA has adopted supporting the EPR approach through the Long Range Plan which identifies problematic waste streams and provides funding for end of life recycling and recovery of that material if possible.

Member Benton asked if there was any opposition to any of these bills.

Executive Director La Mariana answered no, they seem pretty straightforward at this level, if that changes he would inform the Board.

Member Aguirre made a motion to support the recommended legislation.

Member Benton seconded the motion

Roll Call Vote:9-0-0-3

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			

11. Board Member Comments

Member Brownrigg commented that it came to his attention that another jurisdiction was putting their waste services contract out for bid, and it made him wonder if the SBWMA Members would derive economic benefit if the SBWMA were bigger. He noted that there may not be it may just be linear, but strategically if the SBWMA were bigger there would be more critical mass, so he suggested investigating that, and possibly courting additional members if it works to a financial advantage.

Member Widmer commented that he supported the purchase of a Polycom unit to support members that need to dial in to the Board Meetings.

12. Adjourn 3:35PM

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: June 22, 2017 Board of Directors Meeting
Subject: Resolution Approving Annual Contract with Aaronson, Dickerson, Cohn & Lanzone for Legal Counsel Services for FY 17/18 through FY 19/20

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2017-24 attached hereto authorizing the Executive Director to execute a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) to provide Legal Counsel services for FY's 17/18 through FY 19/20, with a not-to-exceed budget of \$65,000 for FY 2017-2018. This figure is higher than recent years due to a staff's estimate for a higher level of legal support to ensure a smooth transition into a new Franchise Agreement, as well as two significant new materials handling and processing contracts (organics and disposal) during this period. The budget for the second and third year of the contract will be established by the Board during its annual budget approval process.

If approved, the contract for legal services between SBWMA and ADCL would be renewed for three (3) additional years.

Background

The contract with ADCL provides the attorney for the firm will:

- Act as general counsel to the Board and staff of the SBWMA;
- Regularly attend Board and TAC meetings;
- Prepare and review ordinances, resolutions, contracts, notices, agendas and other documents and papers necessary or appropriate in matters pertaining to the SBWMA;
- Provide legal advice, representation and assistance to the SBWMA, its Board and staff on all general legal matters pertaining to the SBWMA, including litigation and compliance with state and local laws.

The contract currently calls for Jean B. Savaree to act as the lead attorney, with Kai Ruess providing backup coverage in Ms. Savaree's absence. ADCL proposes that this remain the same. The firm's resume is attached for the Board's review as Attachment A.

Fiscal Impact

The current hourly billing rate for ADCL is \$250.00 per hour. The total ADCL billing for the last four years is as follows:

2013	\$50,820
2014	\$42,351

2015	\$33,352
2016	\$25,234
2017	\$47,039

The increase in billing for 2017 is related to the negotiations for an extension of the Model Franchise Agreement with Recology.

This hourly rate of \$250.00 is well below the median hourly rate of \$272.00 for contract public agency attorneys on the Peninsula. ADCL proposes no increase in the hourly rate this year. If approved, the three-year contract would provide for an annual increase in the second and third year of the contract by an amount equal to the Consumer Price Index (All Urban Consumers) issued by the Bureau of Labor Statistics of the United States Department of Labor for the San Francisco - Oakland - San Jose, California area.

ADCL will continue to provide all secretarial and paralegal assistance necessary to delivery said legal services. These services provided by ADCL are not separately billed to SBWMA. Finally, all costs associated with the maintenance of ADCL's office are covered by the hourly billing rate including a computer system, which has WestlawNext research capability, and a law library.

If approved, a new contract will be executed with a not-to-exceed amount of \$65,000 for FY 2017-2018; the amount included in the proposed FY2017-2018 budget.

Attachments:

Resolution 2017-24

Exhibit A - DRAFT Professional Service Agreement with Aaronson Dickerson Cohn and Lanzone for Legal Counsel Services for FY's 17/18 through FY19/20

Attachment A - ADCL Firm Resume



RESOLUTION NO. 2017-24

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH AARONSON, DICKERSON, COHN & LANZONE FOR LEGAL COUNSEL SERVICES FOR FY'S 17/18 THROUGH 19/20

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) for the purpose of providing the following services:

Legal Counsel Services for FY's 17/18 through 19/20

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a contract with ADCL, attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 22nd day of June, 2017, 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. 2017-24 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 22, 2017.

ATTEST:

Bob Grassilli, Chairperson of SBWMA

Cyndi Urman, Board Secretary



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **22nd day of June, 2017** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Aaronson, Dickerson, Cohn & Lanzone (ADCL)** 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 Legal Counsel Services for FY's 17/18 through 19/20 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 until June 22, 2020. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation

As shown in Exhibit A, Consultant's hourly bill rate for the initial year of the Agreement is \$250.00 and shall not exceed \$65,000.00. During each succeeding year of this Agreement, the Consultant's hourly rate will be adjusted thereafter by an amount equal to the Consumer Price Index (All Urban Consumers) issued by the Bureau of Labor Statistics of the United States Department of Labor for the San Francisco - Oakland - San Jose, California area. 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 attorney's 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 Exhibits A and B, comprise 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.

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 email or by first class mail, postage prepaid, addressed as follows:

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

Consultant: **Aaronson, Dickerson, Cohn & Lanzone**
Jean B. Savaree
1001 Laurel Street, Suite A
San Carlos, CA 94070
Phone: (650) 593-3117
Fax: (650) 453-3911

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: _____
Joe La Mariana, Executive Director SBWMA

DATED: _____, 2017

APPROVED AS TO FORM:

Jean B. Savaree, SBWMA ATTORNEY

DATED: _____, 2017

CONSULTANT:

BY: _____
Jean B. Savaree, ADCL

DATED: _____, 2017

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2017

EXHIBIT A (Scope of Work/Fee Schedule)

Jean B Savaree, providing legal services through the firm of Aaronson, Dickerson, Cohn & Lanzone, shall provide the following legal services to the South Bayside Waste Management Authority:

- Act as general counsel to the Board and staff of the SBWMA;
- Regularly attend Board and staff meetings;
- Prepare and review ordinances, resolutions, contracts, notices, agendas and other documents and papers necessary or appropriate in matters pertaining to the SBWMA;
- Provide legal advice, representation and assistance to the SBWMA, its Board and staff on all general legal matters pertaining to the SBWMA, including litigation and compliance with state and local laws.

Work will be completed on an agreed upon hourly rate of \$250 per hour for the initial year of the Agreement. During each succeeding year of this Agreement, the Consultant's hourly rate will be adjusted thereafter by an amount equal to the Consumer Price Index (All Urban Consumers) issued by the Bureau of Labor Statistics of the United States Department of Labor for the San Francisco - Oakland - San Jose, California area.

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 1/1/15 to 1/31/15

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
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

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
This Invoice	10%	\$1,000.00
Contract Balance	90%	\$9,000.00

AARONSON, DICKERSON, COHN & LANZONE

1001 Laurel Street, Suite A
San Carlos, CA 94070
Telephone: (650) 593-3117
Facsimile: (650) 453-3911
www.adcl.com

Municipal Law, Real Estate, Business Law, Estate Planning including Probate, Conservatorships and Elder Abuse, Credit Union Law, Employment Law including Anti-Harassment, Discrimination, Retaliation and Violence Prevention Training, Investigation and Litigation, Landlord-Tenant. Trial and Appellate Practice.

All Attorneys are Members of the San Mateo County Bar and the State Bar of California.

ROBERT J. LANZONE

(650) 593-3117, Ext. 204
rlanzone@adcl.com

Admitted to the California State Bar, 1970

Educational Background: University of Santa Clara (J.D. 1969); New York University, Carnegie Fellowship, Public Administration (1965); Queens College of the City University of New York (B.A. 1964).

Member: California State Bar Association; San Mateo County Bar Association - William R. Nagle Jr. Award (2006), Municipal Law Section Chair (1985-2005), Board Member (1977-1984), President (1983); Legal Aid Board (1980-1982).

Reported Cases: *Teamsters Local 856, et al. v. Priceless, LLC, et al.* (2003) 112 Cal.App.4th 1500; *Woodside v. Gava* (1989) 213 Cal.App.3d 488.

Present Work: Municipal Law, Real Estate, Business and Estate Planning. Deputy City Attorney, City of San Carlos; Deputy City Attorney, City of Foster City; Deputy Town Attorney, Town of Woodside; Deputy Attorney, South Bayside Waste Management Authority; Attorney, Saddle Creek Community Service District.

Prior Legal Experience: Legal Counsel, ABAG PLAN (2010-2015); Interim City Attorney, City of San Bruno (2010-2011); Deputy District Attorney, Menlo Park Fire Protection District (2008-2010); City Attorney, City of San Carlos (1988-2008); Attorney, Provident Credit Union (1977-2005); Town Attorney, Town of Woodside (1985-2004); City Attorney, City of Half Moon Bay (1983-1996); City Attorney, City of Pacifica (1977-1983).

Community Affairs: San Carlos Rotary Club (2006-present); Provident Credit Union Board Member (2005-present); William Saroyan Foundation (1985-1990); Archdiocese of San Francisco, Board of Education (1985-1987); Judge Pro Tem, San Mateo County Superior Court (1983-1990); St. Charles School Board (1983-1985); San Carlos Chamber of Commerce, President (1980), Board Member (1977-1981); Kiwanis, member (1971-1977); Belmont Jaycees, Member (1970-1975), President (1972).

JEAN B. SAVAREE
(650) 593-3117, Ext. 214
jbs@adcl.com

Admitted to the California State Bar, 1981

Educational Background: University of San Francisco (J.D. with Honors, 1981) - Member: McAuliffe Honor Society, Moot Court Board, Program Director, Moot Court Honors Board (1980-1981); Michigan State University (B.S. 1976).

Member: California State Bar Association; San Mateo County Representative at State Bar Conference of Delegates (1992-1994), Co-Chair (1995), Chair (1996); San Mateo County Bar Association - Personnel Committee (1998-2001), Membership Committee (1997-2008), Co-Chair (2003-2004), Fee Arbitration Panel (1996-present), Women Lawyers Section - Educational Foundation Board of Directors, (1995-1998), Continuing Education Committee (1995-1997), Director (1992-1994), Municipal Law Section (1990-present), Chair (2005-present), Employment Law Section (1990-present); California Trial Lawyers Board of Directors, San Mateo County (1995-2000); California Women Lawyers Executive Committee, San Mateo County (1995-1998).

Reported Cases: *Teamsters Local 856, et al. v. Priceless, LLC et al.* (2003) 112 Cal.App.4th 1500; *Woodside v. Gava* (1989) 213 Cal.App.3d 488.

Present Work: Municipal Law and Employment Law (including litigation, training, investigations and consulting for public and private employers on Harassment, Discrimination, Retaliation, Violence Prevention, Personnel Policies and Procedures, Disciplinary Issues and Employment Contracts). Town Attorney, Town of Woodside; City Attorney, City of Foster City; Attorney, Coastside Fire Protection District; Attorney, Central County Fire Department; Attorney, South Bayside Waste Management Authority; Attorney, Southern San Mateo County Police Consortium; Deputy City Attorney, City of San Carlos; Attorney, FireNet 6.

Prior Legal Experience: District Counsel, San Mateo County Harbor District (2011-2014); Deputy District Counsel, San Mateo County Harbor District (1989-2011); Department Attorney, Belmont-San Carlos Fire Department (1988-2011); Deputy City Attorney, City of Belmont (2004-2011); District Attorney, Menlo Park Fire Protection District (2008-2010); Deputy Town Attorney, Town of Woodside (1985-2005); City Attorney, City of Belmont (1994-2004); Deputy City Attorney, City of Foster City (1985-1997); Deputy City Attorney, City of Half Moon Bay (1985-1996).

Community Affairs: Rebuilding Together Volunteer (2008-present); California League of Cities - Community Services Policy Committee and Legislation Committee (2004-2006); Legal Aid Society of San Mateo County, Board of Directors (1996-2006), President (2001-2003), Treasurer (1999-2000); Legal Advocacy Committee Peninsula Representative (1997-1999).

GREGORY J. RUBENS
(650) 593-3117, Ext. 202
grubens@adcl.com

Admitted to the California State Bar, 1987

Educational Background: McGeorge School of Law, University of the Pacific (J.D. 1987); University of California at Santa Barbara (B.A. 1983).

Member: California State Bar Association; San Mateo County Bar Association - Business and Business Litigation Section, Chair (2005-2008), Conservatorship Independent Counsel Panel (2005-present), Probate, Trust and Conservatorship Mediator Panel (2009-present); Alternative Dispute Resolution Section (1995-present), Estate Planning and Elder Law Section (1995-present), Real Estate Section (1995-present).

Present Work: Municipal Law, Mediation, Estate Planning, Probate, Conservatorships (including Court Appointed Independent Counsel for Conservatees), Real Estate and Corporate Law (including small businesses and LLCs). Court Appointed Real Estate Partition Referee; Mediator for San Mateo County Superior Court Probate ADR Program; Arbitrator, San Mateo County Superior Court; City Attorney, City of San Carlos (2008-present); Legal Counsel, San Mateo County Telecommunications Authority (SAMCAT) (1998-present); Legal Counsel, Provident Credit Union; Attorney, Redwood City-San Mateo County Chamber of Commerce; Attorney, Redwood City Improvement Association; Deputy Town Attorney, Town of Woodside; Deputy City Attorney, City of Foster City; Deputy Attorney, Coastside Fire Protection District; Legal Counsel, ABAG PLAN.

Prior Legal Experience: Deputy District Counsel, San Mateo County Harbor District (1989-2014); Deputy Attorney, Belmont-San Carlos Fire Department (1988-2011); Deputy City Attorney, City of Belmont (1994-2011); Interim City Attorney, City of San Bruno (2010-2011); Acting City Attorney, City of Menlo Park (as required by assignment); Deputy District Attorney, Menlo Park Fire Protection District (2008-2010); Deputy City Attorney, City of Half Moon Bay (1994-1996).

Community Affairs: San Carlos Chamber of Commerce - President (2008 & 1999-2000), Board of Directors (1995-2007); Kiwanis International, San Carlos Kiwanis Club (1989-present), Director (1992-2008), President (1994-1996 & 1998-1999), Lt. Governor Div. 34 (2005-2006); Sequoia Union High School District Measure G and H Bond Advisory Committee (2002-2009); San Carlos Educational Foundation, Board of Directors (1998-2000).

CAMAS J. STEINMETZ
(650) 593-3117, Ext. 225
csteinmetz@adcl.com

Admitted to the California State Bar, 2002

Educational Background: University of California, Davis School of Law (J.D. 2002); University of California, Hastings (Visiting Student 2002); University of California, Santa Cruz, (B.A 1994); University of Bergen, Norway, (Exchange Student 1992).

Certificates: Leadership in Energy and Environmental Design Accredited Professional (LEED AP), U.S. Green Building Council.

Member: California State Bar Association (2002-present); San Mateo County Bar Association (2012-present); Urban Land Institute (2007- present).

Reported Cases: *Lin v. City of Pleasanton* (2009) 175 Cal.App.4th 1143.

Present Work: Land Use, Real Estate and Municipal Law (including California Environmental Quality Act (CEQA), Planning & Zoning Law, Williamson Act, California Coastal Act, Subdivision Map Act, Initiative and Referendum Law, Brown Act, and Public Records Act). Deputy Town Attorney, Town of Woodside; Deputy City Attorney, City of San Carlos; Deputy City Attorney, City of Foster City.

Honors and Awards: Northern California "Rising Star", Super Lawyers Magazine (2010); Public Law Grant Recipient, King Hall Legal Foundation (Summer 1999); California Bar Association Environmental Law Section Scholarship Recipient (Fall, 2000).

Prior Legal Experience: Associate Attorney, Manatt Phelps & Phillips, LLC (2007-2012); Associate Attorney, Bingham McCutchen, LLP (2006-2007); Associate Attorney, Jorgenson Siegel, McClure & Flegel, LLP (2002-2006) (serving as assistant to Town Attorney, Town of Portola Valley, City Attorney, City of Menlo Park, and Interim City Attorney, City of Morgan Hill); Contract Attorney, Peninsula Open Space Trust (POST) (2002-2004); Judicial Extern, Honorable Lawrence K. Karlton, United States District Court Judge, Eastern District (Spring, 2002); Legal Intern, United States Department of Justice, Environmental Enforcement Section (Summer, 1999).

Related Experience: Santa Clara County Legislative Advocate, Committee for Green Foothills (1995-1998); Legislative Assistant, Global Action & Information Network (1993-1995); Intern, San Mateo County Planning Department (Fall, 1994).

Community Affairs: Board of Directors, Young Men's Service League, Alpine Chapter (2016-present); UrbanPlan Volunteer (2009-present); Vice-President, California League of Conservation Voters, Santa Clara County Chapter (1995-1998); Moderator, Host & Producer, Common Ground TV (1996-1998); Guest Lecturer, Stanford University & DeAnza College Environmental Studies classes (1995-1998). Teachers Assistant, Environmental Ethics, University of California at Santa Cruz (Spring, 1994).

KAI RUESS
(650) 593-3117, Ext. 215
kruess@adcl.com

Admitted to the California State Bar, 2011

Educational Background: University of California, Hastings College of the Law (J.D. 2011); University of California, Davis (B.A. 2007, Phi Beta Kappa).

Member: California State Bar Association; San Mateo Bar Association – Barristers and Municipal Law Sections.

Present Work: Municipal Law and General Civil Litigation. Deputy Town Attorney, Town of Woodside; Deputy City Attorney, City of San Carlos; Deputy City Attorney, City of Foster City; Deputy Attorney, Coastside Fire Protection District; Deputy Counsel, Central County Fire Protection District. Adjunct Faculty Instructor, University of California, Hastings College of the Law.

Prior Legal Experience: Deputy District Counsel, San Mateo County Harbor District (2011-2014); Production Editor - Hastings Science and Technology Journal (2010-2011); Coach - Moot Court Teams, Wager Employment Law Competition (2011), Cardozo/BMI Entertainment and Communications Law Competitions (2010); Intern - City of Burlingame City Attorney's Office (2010); Intern - City of San Mateo City Attorney's Office (2009); Controller - UC Davis Associated Students (2006-2007); Student Services and Fees Administrative Advisory Committee - UC Davis (2006-2007).

Community Affairs: San Carlos Chamber of Commerce - Board Member (2014-present).

KIMBERLY L. CHU
(650) 593-3117, Ext. 207
kchu@adcl.com

Admitted to the California State Bar, 2012

Educational Background: University of California, Hastings College of the Law (J.D. 2012); Stanford University (M.A. 2008); Stanford University (B.A. 2007, alpha Kappa Delta Phi).

Member: California State Bar Association; San Mateo Bar Association – Women Lawyers Section Educational Foundation, Barristers, Estate Planning Law Section and Municipal Law Sections.

Present Work: Municipal Law; General Civil Litigation; Estate Planning; Probate; Conservatorships; Real Estate; and Corporate Law (including small businesses and LLCs). Deputy City Attorney, City of San Carlos; Deputy City Attorney, City of Foster City; Deputy Attorney, Coastside Fire Protection District.

Prior Legal Experience: Attorney, Webb Legal Group (2012- 2013); Trial Team Litigation Extern, San Francisco City Attorney’s Office (December 2011-April 2012); Certified Law Clerk, Rencher Law Group, P.C. (2010-2011); Teaching Assistant, University of California, Hastings College of the Law Legal Writing and Research Department (2011-2012); CALI/WITKIN Awards for Negotiations & Settlement, and Mediation.

Community Affairs: Arbor Bay School Board – Boardmember (2014-present).

JOAN A. BORGER
(650) 593-3117, Ext. 208
jborger@adcl.com

Admitted to the California State Bar, 1983

Educational Background: University of California, Hastings College of the Law (J.D. 1983); Ohio State University (B.A 1979).

Member: California State Bar Association, December 1983; United States District Court, Central District, January 1984; Northern District, December 1993.

Reported Cases: *In re Kerry O.* (1989) 210 Cal.App.3d 326; *In re Jonique W.* (1994) 26 Cal.App.4th 685; *Gilbert v Sunnyvale* (2005) 130 Cal.App.4th 1264.

Present Work: General Municipal Law, including California Environmental Quality Act (CEQA), Land Use, Public Works, Public Contracting, Brown Act, Public Records Act, Political Reform Act.

Prior Legal Experience: City Attorney, City of Sunnyvale (2012-2015); Assistant City Attorney, City of Fremont (2006-2012); Interim City Attorney, City of Sunnyvale (2004-2005); Assistant/Senior Assistant City Attorney, City of Sunnyvale (2000-2006); Assistant City Attorney, City of Hayward (1993-2000); General Counsel, South San Francisco Conference Center Authority (1994-1996); Senior Research Attorney, California Court of Appeal, Sixth District (1990-1993); Assistant County Counsel, County of Ventura (1989-1990); Deputy County Counsel, Office of the County Counsel County of Riverside (1985-1987); Judicial Clerkship, California Court of Appeal, District 4 (1983-1985).

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: June 22, 2017 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Execute a 3-Year Contract with DTE Networks for Information Technology Services

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2017-25 attached hereto authorizing the following action:

The Executive Director execute a 3-year contract with DTE Networks to provide Information Technology services. The not-to-exceed amount for FY17/18 is \$30,240.

Analysis

This contract is an extension of the Agency's current contract for information technology services to support its administrative office needs. The SBWMA has worked 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 three-year period.

Fiscal Impact

A new contract will be executed with a not-to-exceed amount of \$30,240 which is the amount included in the adopted FY17/18 budget under a line item for "Information Systems" (Expenses--line 10)

Attachments:

Resolution 2017-25

Exhibit A – Professional Services Agreement for Information Technology Services



RESOLUTION NO. 2017-25

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A 3-YEAR CONTRACT WITH DTE NETWORKS FOR INFORMATION TECHNOLOGY SERVICES

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:

Information Technology Services

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a 3-year 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 22nd day of June, 2017, 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. 2017-25 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 22, 2017.

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 **23rd day of June, 2017** 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 IT Services to the SBWMA Office and Staff** 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 until _____. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation

As shown in Exhibit A, Consultant's hourly bill rate for the initial year of the contract is 3-years and shall not exceed **\$ 30,240.00**. During each succeeding year of this Agreement, the Consultant's hourly rate will be adjusted thereafter by an amount equal to the Consumer Price Index (All Urban Consumers) issued by the Bureau of Labor Statistics of the United States Department of Labor for the San Francisco - Oakland - San Jose, California area. Invoices for payment shall be submitted monthly to SBWMA and shall be 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 Exhibits A and B, comprise 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.

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 email or by first class mail, postage prepaid, addressed as follows:

SBWMA: 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**
Yaron Rosenthal or Jeff Abbott
3060 El Cerrito Plaza #361
El Cerrito CA 94530
Phone: (510) 234-5816
Email: support@denetworks.com

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: _____
Joe La Mariana, Executive Director, SBWMA

DATED: _____, 2017

APPROVED AS TO FORM:

Jean Savaree, SBWMA ATTORNEY

DATED: _____, 2017

CONSULTANT:

BY: _____
Yaron Rosenthal, Principal

DATED: _____, 2017

BY: _____
Jeff Abbott, Principal

DATED: _____, 2017

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2017





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

EXHIBIT A (Scope of Work)
Part 1 IT Services

BOD APPROVED 06/23/16
RESO# 2016-22

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) Managed Antivirus @4.95/month (11 computers) logmein remote access and monitoring @ \$7.95/month (11 computers) Off-site backup service/storage @ \$67/month 4 hours of support per month for routine server maintenance 9 hours of support per month for general support requests, maintenance, upgrades, problem solving and troubleshooting, etc. 2 hours of support per month for monitored offsite/cloud data backup for 10 workstations (500GB/licenses, included).	
	Subtotal \$30,240.00
	Sales Tax (9.0%) \$0.00
	Total \$30,240.00

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 1/1/15 to 1/31/15

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
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

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
This Invoice	10%	\$1,000.00
Contract Balance	90%	\$9,000.00



STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Senior Facility & Contract Manger
Date: June 22, 2017 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Execute a Contract with Tanner Pacific for Construction Management services at the Shoreway facility for FY17/18.

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2017-26 attached hereto authorizing the following action: **Resolution Authorizing the Executive Director to Execute a Contract with Tanner Pacific for Construction Management services for FY17/18**

Analysis

SBWMA staff requires construction management support to complete Shoreway maintenance and capital projects. The Board approved FY17/18 Budget contained several capital projects and **Attachment A** provides a detail list of the projects to be completed at Shoreway. Staff is looking to TannerPacific to assist in the construction management of these projects by: developing technical specifications, engineered drawings, and public bidding of Shoreway projects; and after project award, construction management services including permit coordination, management of request for information (RFI), inspection of completed work, and progress payment sign-off.

TannerPacific work for the SBWMA will be performed on a time & materials basis. TannerPacific has provided a cost estimate (Attachment A) for the total level-of-effort for Construction Management services for FY17/18. TannerPacific's cost effectiveness was evaluated against other CM firms and their cost/hour bill rate is reasonable for the services required.

Background

TannerPacific was selected by Staff because the company has demonstrated a keen awareness to the SBWMA's needs for strong on-site support in coordination with ongoing facility operations. TannerPacific is a local construction management firm that has extensive knowledge of the Shoreway Environmental Center and who's members worked on the Shoreway Mater Plan projects between 2008-2011.

Fiscal Impact

The estimated cost for Construction Management offered by TannerPacific over the 1-year term of the planned construction projects is \$86,516. The costs for the Construction Management services will be drawn from a combination of the 1) the operations budget line item Facility Improvement Oversight which has a budget amount of \$100,000 and 2) assigned to Capital Expense projects where the construction management service are used to support the project.

Attachments:

Resolution 2017-26

Exhibit A – DRAFT Professional Services Agreement with Tanner Pacific for Construction Management Services for FY17/18

Attachment A - List of Shoreway Project with Level-of-Effort cost estimates for Construction Management Support



RESOLUTION NO. 2017- 26

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS

Resolution Authorizing the Executive Director to Execute a Contract with Tanner Pacific for Construction Management services for FY17/18

WHEREAS, the SBWMA owns and maintains the Shoreway Environmental Center,

WHEREAS, the SBWMA requires construction management assistance in performance of the various capital and maintenance projects,

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves a Resolution Authorizing the Executive Director to Execute a Contract with Tanner Pacific for Construction Management services for FY17/18.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California the 22nd Day of June, 2017 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. 2017- 26 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 22, 2017.

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 **23rd day of June, 2017** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Tanner Pacific** 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 **Construction Management Services for FY17/18** 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 **\$ 86,516.00**. Invoices for payment shall be submitted monthly to SBWMA and shall be 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.

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 email or by first class mail, postage prepaid, addressed as follows:

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

Consultant: **Tanner Pacific**
William Tanner
751 Laurel Street
San Carlos, CA 94070
Phone: 925-766-1800

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: _____
Joe La Mariana, Executive Director, SBWMA

DATED: _____, 2017

APPROVED AS TO FORM:

Jean Savaree, SBWMA ATTORNEY

DATED: _____, 2017

CONSULTANT:

BY: _____
William Tanner, Principal

DATED: _____, 2017

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2017

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 1/1/15 to 1/31/15

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
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

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
This Invoice	10%	\$1,000.00
Contract Balance	90%	\$9,000.00

ATTACHMENT A

Tanner Pacific - SBWMA Projects & Cost Estimate

TPI Number			Task Order	Total TPI Budget	Precon Budget	CM Budget
	Mechanics Shop Canopy	Andrew		\$15,656	\$7,680	\$7,172
	Transfer Station Floor Repair	Andrew		\$11,848	\$5,120	\$5,924
	Transfer Station Exit Ramp Drain	Andrew		\$11,272	\$4,096	\$6,372
	Truck Shop Drain	Andrew		\$11,272	\$4,096	\$6,372
	Scale Drain	Andrew		\$11,272	\$4,096	\$6,372
	Equipment Exhaust	Joel		\$5,608	\$2,400	\$2,404
	Public Recycling Center	Joel		\$20,040	\$12,000	TBD
Hold	Raise Glass Auger	Joel		\$14,824	\$6,000	\$6,412
					\$45,488	\$41,028
					TOTAL	\$86,516