



A Public Agency

ADMINISTRATION AND FINANCE

STAFF REPORT

To: SBWMA Board Members
From: Joe LaMariana, Executive Director
John Mangini, Sr. Finance Manager
Date: February 28, 2019 Board of Director's Meeting
Subject: Resolution Approving a Three-Year Finance and Accounting Services Contract with the City of Redwood City

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2019-15 attached hereto authorizing the following action:

Authorize the Executive Director to enter into a 3-Year Finance and Accounting Services Contract (with two one-year options) with the City of Redwood City for the scope of services in the attached Professional Services Agreement (**Exhibit A**), with a not-to-exceed budget of \$129,759, from July 1, 2019 to June 30th, 2020. Annual increases will be based on Consumer Pricing Index (CPI) for all Urban Consumers, for San Francisco – Oakland – San Jose, published by US, Bureau of Labor Statistics for the contract period. Authorize a one-time expenditure of up to \$40,300 with the City of San Carlos' anticipated contract termination/transition costs to be executed in Q3/Q4 of FY18-19 and FY19-20.

Summary

The SBWMA has received proposals for Finance and Accounting Services from the City of San Carlos and the City of Redwood City (**Attachments B and C**). The SBWMA has performed a thorough review of each proposal and is recommending entering into a contract with the City of Redwood City mainly based on the proposed cost of service. Redwood City's total cost proposal over the three-year contract period is \$62,531K lower than the City of San Carlos, and \$143,712 lower than the City of San Carlos through option year two based on an estimated annual CPI of 3%. The cost differential is net of estimated transition period expensed of \$50K. See the comparative cost analysis in **Table 1** below.

Table 1

FINANCIAL & ACCOUNTING SERVICES - COST PROPOSAL ANALYSIS					
CITY OF SAN CARLOS	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (option YR 1)	FY 2023-24 (option YR 2)
Accounting and Financial Services	\$ 156,240	\$ 160,927	\$ 165,755	\$ 170,728	\$ 175,849
Cumulative Total **	\$ 156,240	\$ 317,167	\$ 482,922	\$ 653,650	\$ 829,499
CITY OF REDWOOD CITY	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (option YR 1)	FY 2023-24 (option YR 2)
Accounting and Financial Services *	\$119,790	\$123,339	\$126,994	\$130,759	\$134,637
Transition Period Services - Redwood City	9,969	-	-	-	-
Transition Period Services - San Carlos ***	40,300	-	-	-	-
Period Totals	\$ 170,059	\$ 123,339	\$ 126,994	\$ 130,759	\$ 134,637
Cumulative Total **	\$ 170,059	\$ 293,398	\$ 420,392	\$ 551,150	\$ 685,788
Cumulative Cost Variance	\$ 13,819	\$ (23,770)	\$ (62,531)	\$ (102,500)	\$ (143,712)
* Includes software/license fees of \$1,500/year.					
** Estimated annual CPI increases of 3%					
*** Transition expenses will be incurred starting in FY18/19					

Analysis

The SBWMA issued an RFP for Financial and Accounting Services on March 21, 2018, as the contract with the City of San Carlos for the services was due to expire on June 30th, 2018. The services provided include all general accounting services (accounts payable, accounts receivable, cash receipts and general ledger), maintain bank and investment accounts and financial statement preparation (and review by outside auditors) for the fiscal and calendar years.

Although the SBWMA received qualified proposals from the City of Redwood City and the City of San Carlos, a one-year extension of the contract with the City of San Carlos was approved by the Board at the April 26th, 2018 BOD Meeting for the purpose of providing continuity of service during a period of finance staff transition within the SBWMA. Taking into consideration the SBWMA’s then Finance Manager vacancy, staff determined that completion of an RFP process for administrative and financial services that commenced in February 2018 should be deferred until a new Senior Finance Manager successfully on boarded and is fully engaged in the core responsibilities of the position.

In December 2018 the SBWMA requested updated proposals from both the City of San Carlos and the City of Redwood City. Both Cities submitted updated proposal for consideration. The SBWMA has performed a thorough review of each proposal and is recommending entering into a contract with the City of Redwood City mainly based on the proposed cost of service. Redwood City’s total cost proposal over the three-year contract period is \$62,531 lower than the City of San Carlos, and \$143,712 lower than the City of San Carlos through option year two based on an estimated annual CPI of 3%. The cost differential is net of estimated transition period expensed of \$50K in year one of the contract. Additional proposal evaluation can be found in **Attachment D – Proposal Evaluation Matrix.**

Background

On March 1, 2000, the City of San Carlos Finance Department began providing basic financial and accounting services for the SBWMA. The City has continued to provide these services since then. On March 30, 2015, the SBWMA issued an RFP for accounting services to all twelve of our Member Agencies. Two proposals were received. Through the evaluation process SBWMA entered into the current contract with the City of San Carlos

based on cost and office proximity which expired on June 30th, 2018. This contract has been extended through June 30th, 2019.

Fiscal Impact

The SBWMA will pay the City of Redwood City \$119,790 for financial and accounting services for FY19/20 and \$9,969 for transition costs in FY19/20. The SBWMA will pay the City of San Carlos an estimated \$40,300 on a time and materials basis for transition period services based on an hourly rate of \$180/hour.

Attachments:

Resolution 2019-15

Exhibit A – Agreement for Professional Services with the City of Redwood City for Financial and Accounting Services with the City of Redwood City ([available Monday 2/25/19](#))

Attachment A – Request for Proposal – Financial and Accounting Services [available online only at www.rethinkwaste.org](#)

Attachment B – City of Redwood City Response to RFP [available online only at www.rethinkwaste.org](#)

Attachment C – City of San Carlos Response to RFP [available online only at www.rethinkwaste.org](#)

Attachment D – Proposal Evaluation Matrix



RESOLUTION NO. 2019-15
**RESOLUTION OF THE SOUTH BAYSIDE WASTE
 MANAGEMENT AUTHORITY BOARD OF DIRECTORS
 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A THREE YEAR
 CONTRACT WITH THE CITY OF REDWOOD CITY FOR
 ACCOUNTING AND FINANCIAL SERVICES**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into an agreement with the City of Redwood City for the purpose of providing the following services: Financial and Accounting Services for three years starting July 1, 2019 as described in the Professional Services Agreement attached hereto as **Exhibit A**, and

WHEREAS, Redwood City’s total cost proposal over the three-year contract period is \$62,531 lower than the City of San Carlos based on an estimated CPI of 3%; and

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a three year contract with two one year options with the City of Redwood City with a not-to-exceed budget of \$129,759 for FY19/20; authorize a one-time expenditure of up to \$40,300 on a time and materials basis with the City of San Carlos’ anticipated contract termination/transition costs to be executed in Q3/Q4 of FY18-19 and FY19-20.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the **28th** day of **February 2019**, 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. 2019-15 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on February 28, 2019.

ATTEST:

 Jess E (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Board Secretary

FINANCIAL & ACCOUNTING SERVICES - COST PROPOSAL ANALYSIS

CITY OF SAN CARLOS	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23 (option YR 1)	FY 2022-23 (option YR 2)
Accounting and Financial Services	\$ 156,240	\$ 160,927	\$ 165,755	\$ 170,728	\$ 175,849
Cumulative Total			\$ 482,922	\$ 653,650	\$ 829,499

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Accounting and Financial Services *	\$ 119,790	\$ 123,339	\$ 126,994	\$ 130,759	\$ 134,637
Transition Period Services - Redwood City	9,969	-	-	-	-
Transition Period Services - San Carlos	40,300	-	-	-	-
Period Totals	\$ 170,059	\$ 123,339	\$ 126,994	\$ 130,759	\$ 134,637
Cumulative Total			\$ 420,392	\$ 551,150	\$ 685,788

Cost Variance			\$ (62,531)	\$ (102,500)	\$ (143,712)
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* Includes software/license fees of \$1,500/year.

Finance and Accounting Services Proposal Evaluation Matrix

Category	San Carlos Evaluation	Redwood City Evaluation	Analysis
AP Processing	Bi-weekly accounts payable processing .	Weekly accounts payable processing. Weekly processing would allow the SBWMA to process invoices more timely. The SBWMA credit card bill is NET10, and weekly processing would help ensure the bill is paid timely.	Having the option to submit invoices weekly for processing is a plus. Not likely that Staff would have the need every week.
Convenience	Proximity to City of San Carlos offices allows SBWMA flexibility mainly in the payables process. We are able to walk invoices to their offices within a greater time window. Or, bring a late/urgent invoice over at the very last moment before the payable batch is run.	Although Redwood City offices are in the neighboring city, they are still a couple miles distance. Getting invoices to RWC was originally viewed as a negative, but we believe scanning approved invoices for processing would solve this problem.	Scanning approved invoices is a solution to the proximity difference. Hard copies can be mailed afterward for record keeping if necessary. There's currently not much need for other face to face interaction with the incumbent.
Calendar Year	San Carlos will assist in changing to a Calendar Fiscal Year.	Redwood City will assist in changing to a Calendar Fiscal Year.	This is a priority for the SBWMA. Cost proposal from RWC is \$4,430. San Carlos is investigating the cost.
Financial System	San Carlos is using a modern system called Munis. Munis is Tyler ERP System structured for municipal finance.	Redwood City is operating on a 20+ year old system. They have plans to upgrade to an Oracle system in the next 1.5 to 2 years.	Financial System used by each proposer does not appear to impact the SBWMA substantially. Transitioning to a new system twice within a 2 year period could impact service and poses risk with each transition.
Document Archiving	Hard copy archiving	Redwood City electronically archives payables invoices. This allows for speed in researching/retrieving records. Remote access to the SBWMA is not certain at this time.	Electronic data retrieval is a plus.
Contract Cost	3 year cumulative cost is \$482,922. 5 year cumulative cost (including option years) is \$829,499.	3 year cumulative cost is \$420,392. 5 year cumulative cost (including option years) is \$685,788.	Cost favors the Redwood City proposal
Experience performing Accounting Services	Currently providing accounting services to other organizations, including City/County Association of Gov'ts of San Mateo County and Peninsula Traffic Congestion Relief Alliance.	Currently providing accounting services to other organizations, including Silicon Valley Clean Water Authority.	Both Proposers have experience providing accounting services to other organizations.
Staff Workload during Transition	N/A	Staff workload will increase during a transition.	Staff workload will increase during a transition.
Customer Service/Responsiveness/Quality	San Carlos is a proven partner providing a high level of customer service and support to the SBWMA. Their quality of work is excellent. They are very responsive to requests and questions. They have assigned dedicated staff to service the SBWMA. They operate with a proactive approach to their services.	In a meeting with The City of Redwood City on December 17th, 2018 they described their collaborative approach to the service relationship. They pride themselves on high quality customer service. They referenced the high quality of work and customer service they currently provide the SVCWA.	

STAFF REPORT

To: SBWMA Board Members
From: Joe LaMariana, Executive Director
John Mangini, Sr. Finance Manager
Date: February 28, 2019 Board of Director's Meeting
Subject: Financing Team Selection for the Issuance of 2019 Solid Waste Revenue Bonds

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2019-16 attached hereto authorizing the Executive Director to execute a contract with Stradling Yocca Carlson & Rauth to serve as Bond and Disclosure Counsel for the SBWMA's proposed issuance of 2019 Solid Waste Revenue Bonds for an amount not to exceed \$86,500. NOTE: This fee is only payable to the firm upon the successful execution of the anticipated refunding transaction.

It is further recommended that the SBWMA Board of Directors approve the appointment of Raymond James to serve as underwriter. No contract approval is required at this time.

Summary

A Bond Refunding Work Plan was approved by the Board at the September 27, 2018 Board of Directors Meeting. At its January 24, 2019 meeting the Board received an update on the selection of KNN Public Finance to serve as Municipal Advisor. Staff and KNN Public Finance also provided information on financing alternatives for the issuance of 2019 Solid Waste Revenue Bonds and an overview of the financing process –both anticipated timeline and the appointment of additional financing team members. It was noted that KNN Public Finance would assist Staff in assembling the balance of its financing team critical to the execution of the bond financing. Staff would have recommendations for Board consideration regarding the selection of a bond and disclosure counsel firm and an underwriting firm at the February 2019 Board meeting.

On January 7, 2019, Staff and KNN Public Finance released two separate Requests for Qualifications (RFQ) to complete the financing team for the issuance of the 2019 Solid Waste Revenue Bonds:

- 1) **RFQ to Serve as Bond and Disclosure Counsel:** Distributed to four (4) legal firms active in the California public finance market and also recognized in the solid waste and/or municipal utility sector.
- 2) **RFQ to Serve as Underwriter:** Distributed to five (5) public finance underwriter firms active in the California public finance market and also recognized in the solid waste and/or municipal utility sector.

The SBWMA received three (3) proposals from legal firms and four (4) proposals from underwriting firms by the January 22, 2019 deadline. Staff and KNN Public Finance independently reviewed the proposals and subsequently convened to discuss the responses and identify those that best met the SBWMA's objectives.

Staff and KNN Public Finance identified **Stradling Yocca Carlson & Rauth** as the highest ranked legal firm to serve as Bond and Disclosure Counsel and **Raymond James** as the highest ranked underwriter firm.

Analysis

Staff and KNN Public Finance's assigned senior management team convened on January 29th to perform a detailed review and evaluation of each proposal.

1) Bond and Disclosure Counsel Evaluation:

Upon a thorough review and discussion of the proposals Stradling Yocca Carlson & Rauth was unanimously chosen to be recommended to the Board of Directors to serve as SBWMA's Bond and Disclosure Counsel. The evaluation was based on the following criteria:

- Knowledge of Solid Waste industry and experience providing legal services to similar agencies.
- Industry reputation of the firm and proposed individual counsel.
- Approach to bond legal structure and SBWMA bond disclosure.
- Fees.

Stradling Yocca Carlson & Rauth, headquartered in California, was founded in 1975 and has had a municipal finance practice since inception. The firm's partner that will lead the engagement, Kevin Civale, served as Underwriter's Counsel on the SBWMA 2009A Bonds and drafted the bond disclosure for that offering. In addition to his prior experience working with SBWMA, Kevin Civale has experience serving the following solid waste issuers in some capacity: Orange County, Sacramento County, Kern County, Santa Barbara County, Monterey, and Sonoma County. The KNN Public Finance team had a history of relevant industry experience with Stradling and Mr. Civale, and they indicated that this choice would result in a strong addition to our project team.

Proposed fees to serve as Bond and Disclosure Counsel ranged from \$60,000 to \$145,000. The Stradling Yocca Carlson & Rauth fee fell closer to the low end of the range - \$85,000 for legal services and \$1,500 for expenses - for a total not to exceed contract amount of \$86,500. The proposed contract with Stradling Yocca Carlson & Rauth can be found in **Exhibit A2**, along with the full scope of work.

2) Underwriting Services Evaluation:

Upon a thorough review and discussion of the underwriter proposals, Raymond James was unanimously decided to be recommended to the Board of Directors to serve as SBWMA's sole underwriter on the offering. The evaluation was based on the following criteria:

- Knowledge of Solid Waste industry and experience providing banking and underwriting services to other California solid waste agencies.
- Experience of the individuals assigned to serve SBWMA.
- Understanding of SBWMA and financing objectives.
- Approach to marketing and pricing the bonds.
- Fees.

Raymond James is an active underwriter in the California public finance market generally, but also has both relevant and recent experience structuring and underwriting bonds for California solid waste credits, including South Napa Waste Management Authority, Fresno County, Nevada County Solid Waste, San Joaquin County Solid Waste System Facilities, Monterey Regional Waste Management Authority, City of Napa Solid Waste System, and Santa Barbara Co. Solid Waste System. The Raymond James proposal demonstrated strong knowledge of the industry as well as an understanding of SBWMA and its needs. There was thoughtful analysis

pertaining to structuring refinements on the bonds to lower interest costs as well as refinements to the credit structure to enhance SBWMA's financial flexibility.

Underwriter's fees are based on a per/bond basis and, thus, the final fee paid to the underwriter will not be known until the final par amount of the 2019 Solid Waste Revenue Bonds is determined at pricing. Proposed fees on a per bond (per \$1,000) basis to serve as underwriter ranged from \$2.92/bond to \$3.42/bond or approximately \$116,000 - \$136,000 assuming an estimated bond issuance par amount of \$40 million. All four firms proposed the same average "take down" of \$2.50/bond; this is the firm's direct compensation for structuring the bonds and selling them to investors and represents the largest component of the fee structure. The balance of the fees are pass-through expenses. The two highest ranking proposals fell on the higher range of the fees – Raymond James proposed fees of \$3.42/bond (\$2.50 of takedown and \$0.92 of expenses) with the next highest ranking proposal proposing a fee of \$3.40/bond. The KNN Public Finance team had a history of relevant industry experience with Raymond James, and they indicated that this would be a strong addition to our project team.

The underwriting contract (called a Bond Purchase Agreement) will be presented to the Board at a later date with the other legal documents required for financing approval; however, the contract is not executed until the actual bond sale date.

Background

In August 2009, the SBWMA issued \$53,500,000 tax-exempt revenue bonds to fund improvements to the Shoreway Environmental Center. Currently, \$44,685,000 of the 2009A Bonds principal remains outstanding.

The 2009A Bonds were issued by the SBWMA during a high interest rate period in September 2009. Interest rates on the 2009A Bonds range from 5% to 6.25%. A refunding transaction on these bonds would only occur if the interest rates are significantly favorable when compared to the existing rates, plus the transaction expenses. The 2009A Bonds may not be refunded prior to June 1, 2019 (90 days before the September 1, 2019 call date = current refunding). The 2009A Bonds and the related transactional costs would be redeemed with the proceeds of the new 2019 Solid Waste Revenue Bonds.

The SBWMA is also exploring a new money financing to address the Agency's need for capital beyond what the refunding can provide. Preliminary information on financing alternatives was provided to the Board of Directors at the January 24, 2019 meeting, which will be further considered in subsequent meetings.

Fiscal Impact

There is no immediate financial impact. Legal and underwriter fees will be included in the bond refunding transaction expenses and, therefore, no cash outlay or budgetary impact is anticipated.

The \$86,500 contract amount with Stradling Yocca Carlson & Rauth is contingent on the successful execution of the bond sale. The SBWMA's contract with Raymond James will be approved in tandem with the SBWMA Board of Directors' approval of the 2019 Solid Waste Revenue Bond financing and will not be executed until pricing the bonds and will also be contingent on the successful execution of the bond sale.

Attachments:

Resolution 2019-16

Exhibit A---Contract with Stradling Yocca Carlson & Rauth



RESOLUTION NO. 2019-16

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS**

**AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH
STRADLING YOCCA CARLSON & RAUTH TO SERVE AS BOND AND DISCLOSURE
COUNSEL AND APPROVE THE APPOINTMENT OF RAYMOND JAMES TO SERVE AS
UNDERWRITER FOR THE SBWMA’S PROPOSED ISSUANCE OF 2019 SOLID WASTE
REVENUE BONDS**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) issued bonds in 2009 to complete the Master Plan at the Shoreway Environmental Center, and

WHEREAS, there is an estimated net present value savings of \$10 million in interest and a unique opportunity to potentially issue new additional debt to fund much needed capital projects, and

WHEREAS, Bond Counsel, Disclosure Counsel and Underwriter services are essential to the Bond Financing Team and required to execute the funding transaction, and

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with Stradling Yocca Carlson & Rauth to serve as Bond and Disclosure Counsel for the SBWMA’s proposed issuance of 2019 Solid Waste Revenue Bonds for an amount not to exceed \$86,500, and

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered the appointment of Raymond James to serve as underwriter for the SBWMA’s proposed issuance of 2019 Solid Waste Revenue Bonds,

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to entering into a contract with Stradling Yocca Carlson & Rauth to serve as Bond and Disclosure Counsel for the SBWMA’s proposed issuance of 2019 Solid Waste Revenue Bonds for an amount not to exceed \$86,500 and approves the appointment of Raymond James to serve as underwriter Counsel for the SBWMA’s proposed issuance of 2019 Solid Waste Revenue Bonds

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of February, 2019, 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. 2019-16 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on February 28, 2019.

ATTEST:

 Jess E (Jay) Benton, 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 March, 2019** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and Stradling Yocca Carlson & Rauth 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 serve as **Bond and Disclosure Counsel for the SBWMA's proposed issuance of 2019 Solid Waste Revenue Bonds** 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 **\$86,500.00**. 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.

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: **Stradling Yocca Carlson & Rauth**
44 Montgomery Street
San Francisco, CA 94104
Phone: 415-283-2240

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: _____, **2019**

APPROVED AS TO FORM:

Jean Savaree, SBWMA ATTORNEY

DATED: _____, **2019**

CONSULTANT:

BY: _____
Stradling Attorney

DATED: _____, **2019**

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, **2019**

Exhibit A
Scope of Work

Counsel Services for the Issuance of Solid Waste Enterprise Revenue Bonds

Bond Counsel Services: Serve as SBWMA's legal consultant in connection with the issuance of Solid Waste Enterprise Revenue Bonds. Bond Counsel services required to be performed upon request of SBWMA, include the following as appropriate:

1. Consult and work with SBWMA staff, SBWMA Counsel, Municipal Advisor, Underwriter(s), and other consultants, to assist in the formulation of the legal structure. Provide SBWMA staff and SBWMA Board of Directors guidance on issuer obligations and requirements, as requested.
2. Prepare all legal documents for the authorization, issuance, and sale of the Bonds, including closing documents and transcripts.
3. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by SBWMA to attend. As requested, attend SBWMA Board of Directors meetings.
4. Participate, when requested, in activities associated with rating agency meeting/calls.
5. Review, advise, and assist in the negotiation and preparation and entering into of a bond purchase agreement in connection with the sale of the Bonds.
6. Provide an objective legal opinion with respect to the valid authorization and issuance of the obligations and whether the interest paid is tax-exempt under federal and/or state laws and regulations (and other opinions customary for a transaction of this nature).
7. Provide continuing advice regarding any necessary actions required of the Authority to ensure that interest will continue to be tax-exempt, as appropriate.
8. Provide any and all legal consultations requested by the Authority concerning the Bonds at any time after their delivery.
9. Ensure that all provisions of law and best practices are met.

Disclosure Counsel Services: Serve as SBWMA's primary legal consultant in matters pertaining to developing all disclosure for the issuance of Solid Waste Enterprise Revenue Bonds. Disclosure Counsel services required to be performed upon request of SBWMA, include the following as appropriate:

1. Consult and work with SBWMA staff, SBWMA Counsel, Municipal Advisor, Underwriter(s) and other consultants, to assist in the formulation of debt issuance disclosure. Provide SBWMA staff and the SBWMA Board of Directors guidance on issuer obligations and requirements, as requested.
2. Prepare the Preliminary Official Statement and Final Official Statement, the continuing disclosure certificate and other disclosure documents such as continuing disclosure in connection with the offering of the Bonds.

3. Confer and consult with staff on all matters relating to the Preliminary Official Statement and Final Official Statement.

4. Attend working group and due diligence meeting/conference calls as necessary, or when specifically requested by the SBWMA to attend. As requested, attend SBWMA Board of Directors meetings.

5. Review and comment on any investor presentation prepared by the SBWMA and the underwriter, as needed.

6. Render a disclosure opinion to the SBWMA and to the underwriter.

7. Provide any and all disclosure consultations requested by the SBWMA concerning the Bonds at any time after their delivery.

8. Provide advice regarding ongoing continuing disclosure and SBWMA's obligations.

9. Ensure that all provisions of law and best practices are met.

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: Julia Au, Recycling Outreach Programs Manager
Date: February 28, 2019 Board of Directors Meeting
Subject: Resolution Approving Contract with S. Groner Associates for Development of a new RethinkWaste Website

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2019-17 attached hereto authorizing the approval of a one-year contract with S. Groner and Associates for development and successful installation of a new RethinkWaste website.

Summary

To meet current and necessary communication and outreach needs and after, a public procurement review via the RFQ process, Staff recommends going into contract with S. Groner Associates for website redesign services for a not-to-exceed amount of \$54,996.

Analysis

The SBWMA recognizes that its website is an important and vital communication tool for Board Members, elected officials, residents and businesses alike, as well as an important tool for others to see what and how SBWMA interacts with its service area. The website currently averages around 150 visitors per day with 300 pageviews, which amounts to close to 9,000 pageviews monthly.

On July 31, 2018, the San Mateo County Civil Grand Jury issued a report entitled *South Bayside Waste Management Authority Board: Stakeholder Satisfaction with a Board of Elected Officials*. This Report included the following comments directed at improving the agency's stakeholder's ease of use and access to critical agency records:

- **Finding 4:** "SBWMA does not have an updated dedicated webpage where the public can conveniently find all agency financial documents and reports in one place."
- **Recommendation 2:** Post all historical annual agency reports and financial reports to the "Budget & Annual Reports" page of the SBWMA website for public availability by December 31, 2018."

These observations were also corroborated to Staff through public Board and TAC meeting conversations. Based on this feedback, Staff provided minor site improvements and updates with the understanding that the core structure of the website was technically limited and a long-term fix would require external technical and redesign support, hence the need to solicit these specialized services in the form of a public procurement process, or a Request For Qualifications (RFQ).

An RFQ for website redesign services was issued to five (5) firms on Friday, December 3, 2018. The SBWMA received eight (8) proposals by the December 21, 2018 deadline.

SBWMA staff first completed a quick review of all the proposals and narrowed them down to four (4) based on quality of proposal and recommended content management system. The four firms were reviewed and discussed with the Public Education and Outreach Subcommittee on January 14, 2019. The Subcommittee narrowed down the proposal to two (2) proposals based on quality of proposal; presentation of information; and direct experience with public agencies and the environmental field. The Public Education and Outreach Subcommittee reviewers consisted of Andra Lorenz (Foster City TAC member); Roxanne Murray (San Mateo TAC Vice-Chair); Gordon Tong (San Mateo County TAC member); Mia Rossi (Recology Waste Zero Manager); Joe La Mariana, SBWMA Executive Director; Julia Au, SBWMA Recycling Outreach Programs Manager; Cyndi Urman, SBWMA Board Clerk.

SBWMA Staff then interviewed the top two finalists on January 25, 2019. Staff consisted of Joe La Mariana, Executive Director; Julia Au, Recycling Outreach Programs Manager; Emi Hashizume, Environmental Education Manager; and Cyndi Urman, Board Clerk.

Staff unanimously recommended S. Groner Associates as the firm to redesign the SBWMA website based on an excellent technical proposal and in-person presentation, a demonstrated strong skill set in web and graphic design with the team; and significant environmental industry/public agency experience. Staff also saw S. Groner Associates' experience in influencing long-term positive behavior change and communication would strongly support copy writing and content recommendations to enhance the information available on SBWMA's website. The proposed contract with S. Groner Associates can be found in **Exhibit A**, which includes a full scope of work, timeline and detailed costs.

Background

The current RethinkWaste website was launched in mid-2013 and met the needs of the Agency at the time it was developed. Since then, RethinkWaste has grown with new staff and programs and projects and thus needs a website to reflect the creative and community-based needs of our Agency and its programs. While the existing website meets our basic needs, it needs an aesthetic and layout redesign to reflect the innovative work produced by the SBWMA staff and our partners, while meeting clear communication layout needs for our 435,000 residents, 11,000 businesses and our 12 Member Agencies. By modifying the website's technical architecture, Staff will be able to make a broader range of internal edits and content modifications that will more timely updates for our residents and agency stakeholders.

Fiscal Impact

The adopted FY 18/19 budget includes \$30,000 for website redesign services. Additional costs will come from already budgeted outreach line-items that will otherwise not be used in FY18/19.

Attachments:

Resolution 2019-17

Exhibit A - Proposed Professional Services Agreement with S. Groner Associates for website redesign services

Attachment A - S. Groner Associates' RFQ Response Document [available online only at www.rethinkwaste.org](http://www.rethinkwaste.org)

Attachment B – Website Redesign RFQ [Available online only at www.rethinkwaste.org](http://www.rethinkwaste.org)



RESOLUTION NO. 2019-17

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A ONE YEAR CONTRACT WITH S. GRONER ASSOCIATES FOR DEVELOPMENT AND SUCCESSFUL INSTALLATION OF A NEW RETHINKWASTE WEBSITE

WHEREAS, the SBWMA Board of Directors has considered entering into an agreement with S. Groner Associates for the purpose of providing the following services:

Website redesign for one year starting March 1, 2019 as described in the RFQ Response attached hereto as **Attachment 1**, and;

WHEREAS, the South Bayside Waste Management Authority (SBWMA) website is an important and vital component of communication and outreach to residents, businesses and elected officials in the SBWMA service area;

WHEREAS, the San Mateo Grant Jury issued a report finding that the current SBWMA website is difficult to navigate and thus in need of a redesign to meet communication needs;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a one-year contract with S. Groner and Associates for development of a new RethinkWaste website with a not-to-exceed budget of \$54,996.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of February, 2019, 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. 2019- 17 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on February 28, 2019.

ATTEST:

Cyndi Urman, Clerk of the Board

Jess E (Jay) Benton, Chairperson of SBWMA



A Public Agency

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **1st day of March, 2019** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **S. Groner Associates, Inc.** 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 **Redesign RethinkWaste's Website** 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 \$ **54,996.00** 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
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501

Consultant: **S. Groner and Associates**
Stephen Groner
100 W. Broadway
Suite 290
Long Beach, CA
Phone: 510-224-5086
Email: sgroner@sga-inc.net

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: _____, 2019

APPROVED AS TO FORM:

Jean Savaree, SBWMA ATTORNEY

DATED: _____, 2019

CONSULTANT:

BY: _____
Stephen Groner, President

DATED: _____, 2019

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2019



RethinkWaste Website Redesign

Over the years, S. Groner Associates, Inc. (SGA) has helped several government entities transform their static websites to content-rich destinations and personal user experience portals. We have designed, launched, and supported more than 35 distinct digital marketing campaigns and mobile optimized and responsive websites for our clients. While the objectives of each organization may be different, the goals are all the same: develop websites that are more streamlined, citizen-centric, mobile-friendly, and less likely to grow obsolete in a few years.

For this task order, SGA will focus on redesigning RethinkWaste's existing website using the following principles:

- User-friendly, public-facing look and feel
- Natural (not municipal) tone of voice
- Responsive design that adapts to visitors using smartphones and tablets

STRATEGY AND TASKS:

Our approach to redesigning RethinkWaste's website will be completed in several phases. Every phase will be executed and reviewed in collaboration with RethinkWaste staff to ensure the new website fulfills the program's requirements.

PHASE 1: RESEARCH & STRATEGY

SGA will conduct a comprehensive audit of RethinkWaste's website and prepare a list of preliminary questions for RethinkWaste staff. In collaboration with RethinkWaste's IT staff, we will make sure that the redesigned website meet all technical requirements.

SGA will collaborate with RethinkWaste staff to create a strategic plan to include a creative brief, comprehensive work plan, and timeline. The creative brief will memorialize the collective understanding of both SGA and RethinkWaste staff and will serve as a reference point throughout each phase. The comprehensive work plan and timeline will guide the SGA team on the website progress and development.

During this phase, we will finalize the desired user experience, the approved CMS platform, webpage hosting, and any new graphics.

PHASE 2: ARCHITECTURE

The next phase consists of building out the architecture of RethinkWaste's site. This is where we nail down the navigation. We will spend considerable time outlining the basic web architecture: determine how many pages the website should have, how they should connect to one another, and how the main and secondary navigations will work.

We will also consider the user experience in determining the layout of the new website. We will develop a revised site map detailing the hierarchical representation of the site and all of its levels and pages.

Once we have a solid site map structure, we will develop wireframes for each page. The wireframes and sitemap will be the website's blueprints and provide SGA with a skeletal structure of the content flow and page layout.

PHASE 3: DESIGN

Once the wireframe has been approved, we can then design mockups of the websites. These mockups will not only show the order of all the components but also the accurate colors, shapes, and exact placement of the components, in relation to each other. These mockups will help us organize project details and find errors early on.

During this phase, SGA will also create web graphics and build the asset library making sure the digital assets conform to the organization's branding, any existing style guides, color palettes, and graphic design preferences.

PHASE 4: CONTENT MIGRATION/SITE CREATION

To make the content migration process smoother and easier, SGA will lay out a solid foundation with the following steps:

1. Analyze RethinkWaste's Content

a. Take Inventory

Before commencing on the migration process, we will make a list of every kind of content including file types, hyperlinks, metadata etc., on RethinkWaste's website.

b. Strategize the migration

We will take the content inventory and devise a strategy for moving it to the new platform. We will analyze the current sitemap as well the site's Google Analytics account to determine which of the current pages are frequented

the most and which are rarely or never viewed. We would also review events such as clicks on outbound links, PDF downloads, and form submissions to determine the most and least popular.

2. Cleanup RethinkWaste's Content

SGA will create a content strategy that will lay the foundation for the information architecture for the new design.

a. Map out the Metadata

We will categorize and tag the content while migrating it and keep track of how the content is linked to different sections of RethinkWaste's website.

b. Create redirects to avoid breaking bookmarks or embedded links.

While moving content to a new CMS, we will create 301 redirects for old URLs to the corresponding content asset in the new system.

3. Migrate The Content

Because we are recommending a manual migration, we will develop a workflow that will break down every step required to take an existing piece of content and turning it into a new piece of content on the new platform. The workflow will include steps like entering metadata, page titles, etc.

SGA will begin building the new website using the WordPress Content Management System (CMS). The WordPress CMS will give RethinkWaste staff the ability to easily make updates, additions, and modifications to the site without having to know web coding.

PHASE 5: TEST AND FINALIZE

SGA will use a staging site where we would put together a functional dress rehearsal of the final website to test the functionality and address any bugs or glitches. The staging site will also be used to check browser compatibility, test ADA compliance, and test the mobile responsiveness of the site on a desktop, tablet, and mobile platforms. SGA will conduct a comprehensive series of tests and reviews to ensure the accuracy of all links, forms, etc.

PHASE 6: LAUNCH AND POST-LAUNCH

At this point, we would have established the website hosting and can migrate the redesigned website from the staging server to a live environment. Any last minute changes and tweaks to the website before it goes live will be made at this stage.

Training on how to use the content management system (CMS) is provided so that RethinkWaste staff can be self-sufficient. Ongoing management of the website and technical support will also be provided.

DELIVERABLES:

PHASE 1 DELIVERABLES: RESEARCH & STRATEGY

- Creative Brief
- Content Strategy
- Work Plan

PHASE 2 DELIVERABLES: ARCHITECTURE

- Revised Sitemap
- New Wireframe

PHASE 3 DELIVERABLES: DESIGN

- 3 Homepage Mockups
- Final Homepage and Internal Page Designs
- Asset Library
- Graphic Elements
- Style Guide

PHASE 4 DELIVERABLES: CONTENT MIGRATION/SITE CREATION

- Migrated content from current to the new site
- New WordPress Content Management System
- Working Test Site

PHASE 5 DELIVERABLES: TEST AND FINALIZE

- Redesigned, responsive website

PHASE 6 DELIVERABLES: LAUNCH AND POST-LAUNCH

- Live site
- Website user manual
- Client Training
- As-needed help and assistance through the life of the contract



SCHEDULE AND COMPENSATION:

DELIVERABLE TIMELINE

Approximately 5 months (timeline can shift depending on review and approval process)

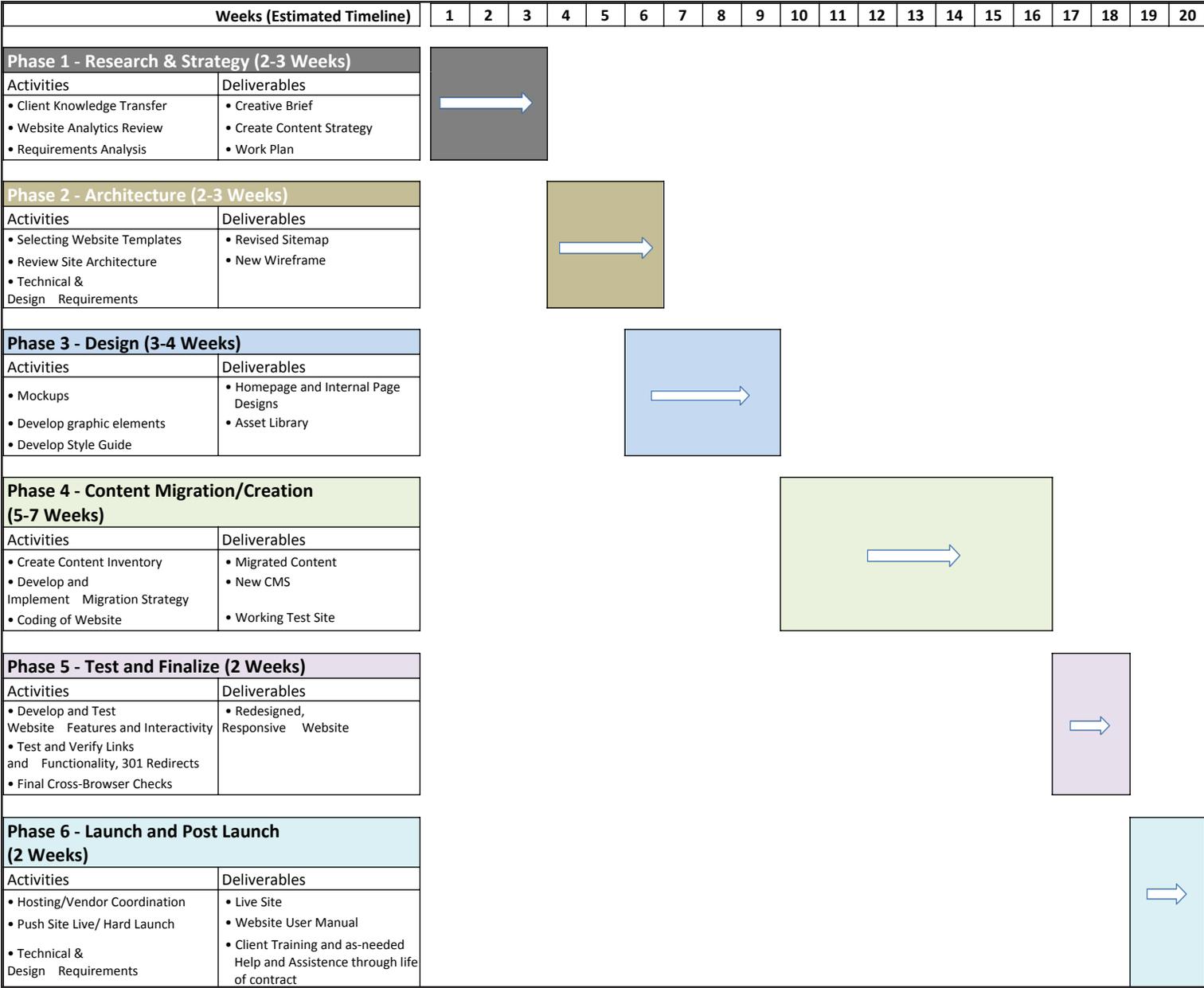
BUDGET

The budget is listed in the table below.

REDESIGNED RethinkWaste WEBSITE	PROPOSED COSTS
Phase 1: Research and Strategy	\$3,184
Phase 2: Architecture	\$3,140
Phase 3: Design	\$9,080
Phase 4: Content Migration/Site Creation	\$14,808
Phase 5: Test And Finalize	\$4,824
Phase 6: Launch And Post-Launch	\$8,838
Weekly and Monthly Meetings	\$3,928
Miscellaneous Costs	\$2,194
Contingency Fee	\$5,000
Total	\$54,996*

* SGA will bill on a time and materials basis

PROJECT TIMELINE



BUDGET

PROPOSED STAFF	Suzi Senna	Sasha Pfeufer	Mary Gamboa	Drew Matamales		
JOB FUNCTION	Project Manager	Project Specialist	Sr. Graphic Designer	Web Developer		
HOURLY RATES	\$ 150.00	\$ 122.00	\$ 130.00	\$ 130.00		
DELIVERABLES	HOURS	HOURS	HOURS	HOURS	TOTAL HOURS	TOTAL AMOUNT
PHASE 1: RESEARCH/STRATEGY						
Pre-project strategy planning	3			1	4	\$580
Kick off meeting with Rethink Waste	6				6	\$900
Develop detailed work plan and content strategy	8	2		2	12	\$1,704
Subtotal	\$2,550	\$244	\$0	\$390		\$3,184
PHASE 2: WEBSITE ARCHITECTURE						
Review and analyze website architecture	4			2	6	\$860
Review technical and design requirements	2			2	4	\$560
Review and revise sitemap	4			1	5	\$730
Develop wireframes	4		2	1	7	\$990
Subtotal	\$2,100	\$0	\$260	\$780		\$3,140
PHASE 3: DESIGN						
Develop homepage and internal templated page design mockups (3 concepts for home page, once selected, all other page designs will be based on that design)	6		24	4	34	\$4,540
Develop graphic elements	4		20		24	\$3,200
Develop style guide and asset library	2		8		10	\$1,340
Subtotal	\$1,800	\$0	\$6,760	\$520		\$9,080
PHASE 4: CONTENT MIGRATION AND CREATION						
Create content inventory	2	2		2	8	\$804
Develop and implement content migration strategy	6	2		28	36	\$4,784
Mapout metadata	2			4	6	\$820
Implement Wordpress CMS	2			6	8	\$1,080
Code website including integration of plugins and interactive components	2			54	56	\$7,320
Subtotal	\$1,800	\$488	\$0	\$5,200		\$14,808
PHASE 5: TEST AND FINALIZE						
Develop and test website features and interactivity	6	4		6	16	\$2,168
Test and Verify Links and Functionality, 301 Redirects	4	4		4	12	\$1,608
Final Cross-Browser Checks	2	4		2	8	\$1,048
Subtotal	\$1,800	\$1,464	\$0	\$1,560		\$4,824
PHASE 6: LAUNCH AND POST LAUNCH						
Push Site Live/ Hard Launch	3			2	5	\$710
Hosting/Vendor Coordination	1			2	3	\$410
Live Site or File Handoff	2			2	4	\$560
Website User Manual/Client Training/Maintenance Allowance through the end of the contract	28	4	12	7	51	\$7,158
Subtotal	\$5,100	\$488	\$1,560	\$1,690		\$8,838
WEEKLY AND MONTHLY MEETINGS						
Conference calls, invoices, administrative duties	16	4	4	4	28	\$3,928
Subtotal	\$2,400	\$488	\$520	\$520		\$3,928
OTHER COSTS						
Paid plugin costs for the first year (client to handle annual costs after 1st year)						\$776
Stock Images (up to 20 images)						\$198
Copywriting/Content Development		10				\$1,220
Subtotal	\$0	\$0	\$0	\$0		\$2,194
10% Contingency Budget						\$5,000
					Total	\$54,996

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