PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20, THE MEETING WILL BE HELD BY TELECONFERENCE AND/OR VIDEO CONFERENCE ONLY. THE PUBLIC MAY PARTICIPATE BY SUBMITTING COMMENTS ON ANY AGENDA ITEM VIA EMAIL PRIOR TO OR DURING THE MEETING BY SENDING THOSE COMMENTS TO RETHINKER@RETHINKWASTE.ORG.

TELECONFERENCE PARTICIPANTS
ALL BOARDMEMBERS WILL PARTICIPATE BY TELECONFERENCE AND/OR VIDEO CONFERENCE PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-25-20

PURSUANT TO RALPH M. BROWN ACT, GOVERNMENT CODE SECTION 54953, ALL VOTES SHALL BE BY ROLL CALL DUE TO ALL BOARDMEMBERS PARTICIPATING BY TELECONFERENCE AND/OR VIDEO CONFERENCE

ANY REQUEST FOR REASONABLE ACCOMMODATION SHOULD BE ADDRESSED TO CYNDI URMAN AT CURMAN@RETHINKWASTE.ORG.

AGENDA

1. Call to Order/Roll Call

2. Public Comment
Persons wishing to address the Board on matters NOT on the posted agenda may do so. Each speaker is limited to three 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. Speakers may also submit comments via email prior to the meeting by sending those comments to rethinker@rethinkwaste.org.

3. Executive Director’s Report p. 5
   A. COVID-19 Update

4. 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 the Minutes from the March 26, 2020 Board of Directors Meeting ACTION p. 11
   B. Resolution Approving Annual Contract with Aaronson, Dickerson, Cohn & Lanzone for Legal Counsel Services for FY2021-2023 ACTION p. 17
   C. Resolution Authorizing the Executive Director to Execute a One-Year Contract with DTE Networks not-to-exceed $38,863 for Information Technology Services ACTION p. 31

5. Administration and Finance
6. Collection and Recycling Program Support and Compliance
   A. Resolution Recommending Approval of the Proposed Amendment One Modification to the Members’ Recology Amended and Restated Franchise Agreements
   
   ACTION p. 47

7. Shoreway Operations and Contract Management
   A. Resolution Approving an Amendment to South Bay Recycling’s 2020 Compensation Tonnage Rate for Transfer Station Material Handling
   
   ACTION p. 67

8. Public Education and Outreach
   A. Resolution Approving One-Year Contract with up to Two Additional Option years for a Not-to-Exceed Total Contract Value of $94,500 with Ascent Environmental for Preparation of CalRecycle’s Electronic Annual Reports for 10 SBWMA Member Agencies
   
   ACTION p. 75

   B. Review of SBWMA 2019 Annual Report
   
   p. 93

9. Informational Items Only (no action required)
   A. 2020 Legislative Session Update
   
   p. 115

   B. 2020 Finance and Rate Setting Calendar
   
   p. 117

   C. Check Register Detail for March 2020
   
   p. 119

   D. Potential Future Board Agenda Items
   
   p. 131

10. Board Member Comments

11. Adjourn
EXECUTIVE DIRECTOR’S REPORT
STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: April 23, 2020 Board of Directors Meeting
Subject: Executive Director’s Report

Staff and Agency partners continue to be hard at work supporting numerous critical path projects, programs, and facility initiatives in these unprecedented times. Here are the highlights:

1. **COVID-19/Shelter-In-Place (SIP) Update:**
   As previously reported, the SBWMA and its primary partners have taken extreme measures to protect our colleagues while continuing with high-level service delivery as follows:

   a. **Recology Ops:** All Residential, Commercial, and Multi-Family Dwelling collection services continue as regularly scheduled. The Customer Service Center also has continued its regular services. Preceding the SIP order, Recology implemented numerous safety practices for their field and office-based work force and it appears to be paying off with their ability to provide uninterrupted services to our ratepayers.

      With direction provided at the April Board meeting, the appointment-based Bulky Item Collection/Abandoned Waste programs have been temporarily suspended until the SIP order is lifted due to health concerns for the assigned Recology workers while providing this “non-essential” service.

   b. **South Bayside Recycling (SBR) Ops:** All franchised supported operations continue uninterrupted. Preceding the SIP order, SBR implemented numerous safety practices for their field and office-based work force and it appears to be paying off with their ability to provide uninterrupted services to our ratepayers.

      As previously reported, all public access at the Shoreway facility has been suspended for the duration of the SIP order to reduce employee interface, thereby minimizing “non-essential” exposure. Because of a significant reduction of materials are being received onsite, a number of SBR employees have been reassigned to perform necessary facility maintenance activities since March 17th through the conclusion of the May 3rd SIP order period. In consultation with Chair Benton and Agency Attorney Savaree, I authorized this action.

      On April 14th, SBR furloughed (without pay) an additional four (4) “regular” SBR drivers and four (4) “casual pool” drivers to a reduced workload. Board Member Bonilla has expressly requested that
these drivers receive a similar reassignment during this SIP order period. This request is discussed further in Agenda item 7B in this packet.

c. **SBWMA Administrative Program Staff Ops:** The City of San Carlos has directed that the library building remain closed, so all Staff have been working from home. All regular meetings continue to occur and Staff remains in frequent contact with all Board/TAC members, contractors, Agency/industry partners, as needed. We are now power users of Zoom.

2. **Administration & Finance:**
   a. **FY 2020 Budget** (Six-month period: July 1-December 31, 2020)
      A transition period fiscal year budget is under development for Finance Committee review on May 12th. The Board will review this draft at its May meeting. Although this will be an abbreviated, six month transition period, all franchise system and tip fee expenses and revenues will be calculated through June 30, 2021 to provide an accurate financial snapshot of our financial systems during the Agency’s traditional fiscal period. We particularly welcome Board and TAC input during this unusual time to create a meaningful end budget product.

   b. **Important SB 1383 planning note regarding budget planning:** Staff will include estimated mandated SB 1383 program implementation expenses in the draft budget. These year-one SB 1383 program expenses are currently estimated at +$927k, which includes a proposed new Program Manager II position. At this writing, the SB 1383 regulations have completed final legal review and CalRecycle is now required to solicit final public comments on the minor changes that emerged from this review. Staff and our industry colleagues will submit comment letters to these final regs by the May 20th due date. Our response will include a strong request to minimize implemented costs that are projected. Final regs should then be released this summer/fall and the mandatory implementation process will begin immediately thereafter.

   c. **FY (CY) 2021 Budget:** A FY2021 budget will be presented for Finance Committee review on October 13th and then be reviewed at a joint TAC/Board study session on October 22nd, with final Board consideration on November 19th. Staff and HF&H will include final SB 1383 program implementation elements and costs at either the September Board meeting or October study session.

3. **Committee Updates:**
   a. **Finance Committee Meeting** (no meeting held)

   b. **Legislative/Regulatory Committee** (April 7th -- Executive Committee Mtg)
      As a result of COVID-19, the California State Legislature has been on recess since March 17th, with a scheduled end date of May 4th, but that could be extended. Due to the on-going COVID-19 situation, its impacts on the state budget and legislative process along with requests to reduce bill loads, Asm. Mullin, Asm. Berman, and Sen. Hill have decided to not move AB 1509 forward this year, which means the bill is officially dead for the legislative session. While we are disappointed, this news was not unexpected. We hope to continue to work on the very important issue of battery safety and disposal for the next legislative session with our co-sponsors and our legislative delegation.

      Agenda item 9A provides details of legislative activities EEC is currently working on for us.

   c. **Pub Ed/Outreach Subcommittee** (no meeting held)

   d. **Technical Advisory Committee** (no meeting held)
e. **Zero Waste Committee** (no meeting held)

4. **Collection and Recycling Program Support and Compliance:**
   a. **Town of Atherton**
      A letter is being prepared from the SBWMA to Atherton in response to the Notice of Intent letter received dated March 18th. There are no other items to report on this topic at this time.

   b. **Community Outreach and Environmental Education**
      **Earth Day Q&A with Recology**
      To celebrate the 50th anniversary of Earth Day and engage our residents during this shelter at home times, the SBWMA has partnered with Recology to host an Earth Day Q&A on Earth Day (April 22) from 11 a.m. to Noon. We will give a short presentation of what we do, proper sorting habits, what happens with your waste, and waste reduction tips followed by a questions and answer session to answer questions about waste reduction. Please join us if you’re able. Link to register can be found here: [https://bit.ly/2UUvBXz](https://bit.ly/2UUvBXz)

5. **Shoreway Operations and Contract Management**
   a. **SBR Compensation Adjustment Request**
      Internal review continues on SBR’s recent compensation adjustment request. This requests totals about $1.6M per year. Next step: Staff anticipates that the internal review results will be discussed at the May 12th Finance Committee meeting.

   b. **Temporary Reassignment of Designated SBR Staff to Alternative Projects During SIP**
      See Agenda item 7B for discussion and a proposed action step on this item.

   c. **Organics-to-Energy Project Update**
      Positive news to report--Fire suppression system installation has begun and is anticipated to be completed in early May. Based on this timing, Staff expects final equipment commissioning and Anaergia training of SBR’s staff will be completed in mid/late May. Scaled production will then begin and ramp up immediately thereafter. We expect to be in full pilot production (50-70 tons per day) in June. Very exciting times!

   d. **MRF Upgrades – Phase I**
      BHS’ installation sub-contractor, Titus, continues its large-scale retrofit and new equipment installation work continues on time and on budget. This essential equipment modernization work is being performed 6pm-6am (Tuesday-Fridays) and 24/2 on Saturdays and Sundays. With several planned exceptions in May and June, this work is being completed while the facility routinely processes recyclable materials during its normal days/hours of operation. This is the result of extreme planning and tight project sequencing between Staff, SBR, BHS and Titus. Excellent work folks!

      Staff has issued an RFP to process our recyclables during those limited full-plant closures in May and June while the BHS/Titus team require full access to the existing equipment to fully integrate the new equipment into the existing machinery, which will result in the Phase 1 sorting process of the future.

   e. **Recology Fleet transition: Evaluation of Alternative fuels in new fleet**
The Recology/SBWMA Staff team continues in its research and evaluation of alternative fuel types for Recology’s upcoming fleet transition planned for 2022. The team is focused on the economical and environmentally viability of three fuel types, each with their own significant pros and cons. They are:

**Renewable Diesel** (extensive field use/time-tested. Currently in use with Recology fleet)

**Renewable Bio-Gas** (considerable history; significant negative equipment impacts)

**Electric** (exciting, emerging technology with no history from which to make informed large-scale acquisition decisions; extreme capital cost differential)

On a high-level, this review has not resulted in the clear, definitive choice that we had hoped. This workgroup will welcome Zero Waste Committee/Board input on how to move forward.

The workgroup anticipates having an informational presentation and discussion with the Zero Waste Committee in June. There are some reality check/exciting items to review.

Respectfully submitted,

Joe La Mariana
Executive Director
Agenda Item 4

CONSENT CALENDAR
DRAFT MINUTES
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
March 26, 2020– 2:00 p.m.
San Carlos Library Conference Room A/B

Call to Order: 2:03PM

1. Call to Order/Roll Call

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All Members and public participated by Zoom Conference Call

2. Public Comment

Persons wishing to address the Board on matters NOT on the posted agenda may do so. Each speaker is limited to three 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. Executive Director’s Report

Executive Director La Mariana welcomed everyone to the meeting and echoed Chair Benton’s concerns for everyone’s families and staff to stay safe during this unprecedented time. He then gave the following updates:

- The extensive tip floor and ancillary tunnel repairs were completed over the weekend, which is an item that had been flagged by the LEA and is now crossed off the “required action” list.
- The Organics-to-Energy equipment is completely installed, the required fire sprinkler installation that is required for the permit was approved in February but has not yet commenced because the contractor has not been able to produce the bonds. They will receive a letter on April 1 noting the contract will be cancelled if the bonds aren’t produced. If that happens, the process will have to start all over again with an RFP which will delay the entire Organics-to-Energy pilot starting into the fall.
- The Storm Water improvements will be happening over the next couple of weeks through the Recology
corporate compliance group.

- Alternative Fuels discussions continue with Recology and SBWMA’s technical team, and staff anticipates an informational project briefing with the Zero Waste Committee in either May or June.

- On March 18th, the Town of Atherton give written notice to the SBWMA of their intent to possibly exit the SBWMA. NOTE: Per the JPA Agreement, this notice is the first formal step that would activate an exit process but does not completely commit Atherton to executing the final exit steps. Our Agency is preparing a response letter, and HFH is identifying and calculating some costs that would be due to the Agency, should Atherton actually exit the JPA. The exit requires a 4/5 vote of the Members’ governing bodies, not just the SBWMA Board.

- Staff is working hard on the budget, and this is the year the Agency's budget will be aligned with the upcoming calendar year. He noted that with some big costs are still unknown, especially for SB1383, there are going to be assumptive, placeholder numbers included in the budget.

- On March 6th, Executive Director La Mariana provided a personal Shoreway site tour to County Manager Mike Callagy, to have dialogue about future access to the land area behind the Shoreway facility, since the facility is so space constrained. County Manager Callagy asked for a more fully shaped idea for how the property might be used. During this tour, Executive Director La Mariana revised his original request of Agency access to this 15 acre unimproved parcel, from 3-5 acres down to 2 acres.

- The Trash to Art contest will be continuing in its 8th year, but this year submissions will be submitted by video or photo only due to the public health quarantine.

Regarding the Atherton exit topic, Member Bonilla asked if the 4/5ths vote would be total of the Members, or 4/5ths of each body. Executive Director La Mariana clarified that there are 12 Members of the SBWMA and each member agency’s own governing body would need to have their own vote, and 4/5ths of those votes would be required for Atherton to exit which is 9 because it would not include Atherton.

Member Rak asked if the shelter in place order would affect staff’s ability to shift to a calendar year budget. Executive Director La Mariana answered that staff is still on track even while working from home to get this done.

4. 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 the Minutes from the February 27, 2020 Board of Directors Meeting

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5. Administration and Finance
No Items

6. Collection and Recycling Program Support and Compliance
No Items
7. Shoreway Operations and Contract Management
   A. Organics-to-Energy Pilot Project Update and Agreements with Silicon Valley Clean Water (SVCW) and City of South San Francisco Water Quality Control Plant (SSFWQCP)

Staff Gans gave an overview of the staff report. This approval is for two additional MOUs similar to the two that were approved in February. With four MOU partnerships in place with local waste-water treatment plants, there will now be enough capacity for the 6 tractor-trailer loads of material produced per day during the pilot phase of the Organics-to-Energy project, which will be ready to go once the fire suppression is complete. A fifth MOU is expected to be presented for board consideration in April with the City of Sunnyvale. He noted that the Silicon Valley Clean Water agreement is for one year, but they've only agreed to not charge a tip-fee for 6 months.

Motion/Second: Aguirre/Hurt
Roll Call vote: 11-0-0-1

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B. Resolution Approving Contingency Plan for COVID-19 Emergency Operations of Shoreway Environmental Center

Executive Director La Mariana gave an overview of the staff report and noted that there has been no reduction in the workforce at this time, both contractors (Recology and South Bay Recycling are working within the San Mateo County Chief Public Health Officer’s emergency order. The operations and construction at Shoreway have all been deemed essential services. The Administrative staff is working from home, but still operational.

Mike Kelly General Manager of Recology San Mateo County gave an update on Recology’s protocols during the COVID19 Pandemic. He noted that employee health and safety is their top priority, and just like the facility is closed to the public, so is their administrative office. There is a note on the door letting people know they drop their payment in the door slot, but they can’t pay their bill in person. He asked to suspend the Bulky Item Collection which is a non-essential add on service beginning March 30, so drivers aren’t manually handling material.

Executive Director La Mariana noted that staff could give Recology the direction to temporarily suspend the program per the franchise agreement, so this action doesn’t require a vote but Staff and Recology still seek Board feedback on this topic. Member Aguirre supported the suspension but asked to set up a contingency plan to not overload Recology once restrictions are lifted. Mike Kelly noted that customers who have an existing appointment will have priority once the shelter in place order is lifted and the proposal is to allow Saturday collections to help with the increased demand after the restrictions are lifted. Member Rak is concerned about increased trash and cardboard at residences as they stay home and create more trash at home and get more things delivered. Mike Kelly answered that there should be promotion of the diversion programs we have, like utilizing the right bin, and breaking down boxes better so they fit in the blue bin. Member Rak suggested a potential central drop off location in each City where extra material could be dropped off. Mike Kelly noted that public works departments would have to manage a debris box location, and Recology could collect the debris box at a designated interval that would be city by city.
The Board concurred that the number one priority is worker safety, and the second priority is to get the word out about the suspension of the program and help residents utilize the carts to their full extent, and dole out their spring cleaning waste over time. Member Groom asked to reissue the guidelines for what goes in each bin and include multi-family residents and multiple languages. Member Brownrigg added that the message needs to include that overflow is also not allowed and asked to get the message to the Members so it could be included in the City’s e-newsletters.

The Board then discussed collection operations during the shelter in place. Member Rak if there had been or anticipated challenges with the Union. Mike Kelly noted that Recology has reached out to the Union to discuss worker safety and the protocols they’ve put in place. They are not planning on reducing head count. Member Widmer asked if worker’s temperatures were taken before shifts and noted that leather gloves don’t work the drivers need plastic gloves under the leather gloves. Mike Kelly answered that temperatures are not being taken just health reminders, and that he is giving out gloves when they are available, but they are in short supply.

The Board then discussed the facility operations and Staff Gans and Dwight Herring General Manager of SBR discussed emergency Shoreway Operations.

Staff Gans noted that the contingency plan that is being recommended for approval is intended to keep the material flowing, because the facility only has capacity to store material for 2-3 days. The emergency contingency plan includes:

- The facility is closed to the public and won’t be reopened until the shelter in place is lifted.
- There are concerns that the shipping and logistics of moving recyclables will freeze up as a result of COVID19, and when flow of recyclables out of the facility is inhibited where would they go. A preemptive recommendation is to allow recyclables to be landfilled if they can’t move otherwise.
- Similarly, green waste and CND material could be taken to landfill if drivers and trucks need to be repurposed and if material isn’t moving out of the facility, in an emergency situation only.

Dwight Herring gave an update on worker’s safety on the operations side. They have increased cleaning and sanitizing workspaces and common areas as of March 2 and closed the facility to the public as of March 17. All employees are required to wear protective equipment. They have repositioned staff and break rooms so people at 6 feet apart. MRF employees are still sorting at least 6 feet apart, with all appropriate PPE, but not a whole lot of hand sorting. There are no longer sorters in the transfer station.

Member Widmer asked, if recyclables do have to go the landfill, would there be a tonnage limit problem at Ox Mountain. Staff Gans answered that the MRF generates 300 tons a day which would not push up against the limit at the landfill.

Member Brownrigg asked if there was any way to help small business with rate reductions given that commercial volume is down, and symbolically support the small businesses during this time. Executive Director La Mariana noted that it is something staff could look at internally for some options to bring back for Board consideration.

Motion/Second: Bonilla/Widmer
Roll Call Vote: 11-0-0-1
8. Public Education and Outreach
No Items

9. Informational Items Only (no action required)
   A. 2020 Legislative Session Update
   B. 2020 Finance and Rate Setting Calendar
   C. Check Register Detail for February 2020
   D. Potential Future Board Agenda Items

10. Board Member Comments

   Chair Benton thanked Mike Kelly and Dwight Herring noting that their teams are on the front lines everyday maintaining this essential service, which places them at some risk, and we greatly appreciate it. He thanked the Board Members as well.

11. Adjourn 3:24PM
STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: April 23, 2020 Board of Directors Meeting
Subject: Resolution Approving Annual Contract with Aaronson, Dickerson, Cohn & Lanzone for Legal Counsel Services for FY2021-2023

Recommendation
It is recommended that the SBWMA Board of Directors approve Resolution No. 2020-14 attached hereto authorizing the Executive Director to execute a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) to provide Legal Counsel services for FY’s 2020/2021 to FY2022/2023.

If approved, the contract for legal services between SBWMA and ADCL would be renewed for three (3) additional years. The budget for the second and third year of the contract will be established by the Board during its annual budget approval process.

Background
The contract with ADCL provides that 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 lead attorney, with Joan Borger providing backup coverage in Ms. Savaree’s absence. The current hourly billing rate for ADCL is $268.00 per hour. There is no proposal to increase that rate in year one of the new contract.

Fiscal Impact
There has been a sharp upwards trend in the agency’s need for legal service support in the last three years due to many large-scale agency projects, including:

- 2017 (MRF Fire recovery engagement)
- 2018 (restated and amended Franchise Agreement negotiations/execution)
- 2019 (Bond refunding project; large capital projects-contract engagement; former contractor dispute; Finance Committee transitioned to a Brown-Act regulated committee requiring legal support)
The total ADCL billing for the last 3 years is as follows:

<table>
<thead>
<tr>
<th>FY</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY16/17</td>
<td>$103,276.82</td>
</tr>
<tr>
<td>FY17/18</td>
<td>$63,270.00</td>
</tr>
<tr>
<td>FY18/19</td>
<td>$134,262.00</td>
</tr>
</tbody>
</table>

The current hourly billing rate for ADCL is $268.00. This hourly rate is 9.4% below the median hourly rate of $286.00 for contract public agency attorneys on the Peninsula. If approved, the three-year contract would provide for no increase in the first year of the contract, followed by 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 Stated 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.

**Attachments:**

A. Resolution 2020-14
   Exhibit A - DRAFT Professional Service Agreement with Aaronson Dickerson Cohn and Lanzone for Legal Counsel Services for FY’s 2021-2023
RESOLUTION NO. 2020-14

RESOLUTION OF THE SOUTH BAYSIDER 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 2021-2023

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

Legal Counsel Services for FY’s 2020/2021 to 2022/2023

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 23rd day of April, 2020, by the following vote:

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<tr>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
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<td>West Bay Sanitary Dist</td>
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</table>

I HEREBY CERTIFY that the foregoing Resolution No. 2020-14 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 23, 2020.

ATTEST: Jess E (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board
PROFESSIONAL SERVICES AGREEMENT
FOR
LEGAL COUNSEL SERVICES FOR FY’S 2021-2023

This Agreement is made and entered into as of the 1st day of July, 2020 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and AARONSON, DICKERSON, COHN & LANZONE hereinafter called "CONSULTANT".

RECITALS

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

A. That AUTHORITY desires to engage CONSULTANT to provide professional services;

B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;

C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

   Performance of the work specified in said Exhibit A 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 the said parties.

   Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination.
   (a) The term of this Agreement shall commence upon the date hereinabove written and shall continue until June 30, 2023.

   (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, AUTHORITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY
to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder.

3. **Compensation; Expenses; Payment.** AUTHORITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT’s hourly rates during the time of the performance of said services. A copy of CONSULTANT’s hourly rates for which services hereunder shall be performed are set forth in CONSULTANT’s fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

   Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. **Records.** CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT’s place of business or as otherwise agreed upon by the parties.

5. **Authorization.** This Agreement becomes effective when endorsed by both parties in the space provided below.

6. **Reliance on Professional Skill of CONSULTANT.** CONSULTANT represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

7. **Relationship of Parties.** It is understood that the relationship of CONSULTANT to the AUTHORITY 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 AUTHORITY.

8. **Indemnity.** To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.
The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

9. Insurance. CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY's Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers' Compensation</td>
<td>statutory minimum</td>
</tr>
<tr>
<td>Employer's Liability</td>
<td>$1,000,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate</td>
</tr>
</tbody>
</table>

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the AUTHORITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits

---

1 Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is NOT required for this agreement. □ Recommended _______ [Project Manager] □ Approved _______[Risk Manager]
specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;

(b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and

(c) Providing that CONSULTANT’s insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT’s insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY’s insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before
the AUTHORITY’s insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor’s work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

10. WORKERS’ COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

11. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities.
CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.

12. **Notice.** All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

   **AUTHORITY:**  
   Rethink Waste  
   610 Elm Street, Suite 202  
   San Carlos, CA 94070  
   Attention: Joe LaMariana, Executive Director  
   Phone: (650) 802-3500  
   Fax: (650) 802-3501  
   Email: jlamariana@rethinkwaste.org

   **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  
   Email: jbs@adcl.com

13. **Non-Assignment.** This Agreement is not assignable either in whole or in part.

14. **Amendments.** This Agreement may be amended or modified only by written agreement signed by both parties.

15. **Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

16. **Governing Law.** 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 to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney’s fees and expenses of litigation of the successful party.

17. **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.
18. **Conflict of Interest.** VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.

19. **Entire Agreement.** This Agreement, including Exhibits A and B, comprises the entire Agreement.

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

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: __________________________

______________________________
JESS E. (JAY) BENTON, Board President

ATTEST:

Dated: __________________________

______________________________
Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: __________________________

______________________________
Jean B. Savaree, Legal Counsel

CONSULTANT

Dated: __________________________

______________________________
Jean B. Savaree, Managing Partner

ADCL
EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE
FOR
LEGAL COUNSEL SERVICES

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 $268 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 Stated Department of Labor for the San Francisco - Oakland - San Jose, California area.
EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form
This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

**Named Insured:** ____________________________  **Effective Work Date(s):** ____________________________

**Description of Work/Locations/Vehicles:** ________________________________________________________

**ADDITIONAL INSURED:** South Bayside Waste Management Authority (SBWMA)
610 Elm Street Suite 202, San Carlos, CA 94070

**Attention:** _________________________________

**Contract Administrator**

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<thead>
<tr>
<th><strong>Endorsement and Certificates of Insurance Required</strong></th>
<th><strong>Insurer</strong></th>
<th><strong>Policy No.</strong></th>
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</thead>
<tbody>
<tr>
<td>☐ General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. (Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85)</td>
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<tr>
<td>☐ Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.</td>
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<td>☐ Other:</td>
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**Certificates of Insurance Required (no endorsement needed)**

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<tr>
<th><strong>(Check all that apply)</strong></th>
<th><strong>Insurer</strong></th>
<th><strong>Policy No.</strong></th>
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<tbody>
<tr>
<td>☐ Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.</td>
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<tr>
<td>☐ Professional Liability:</td>
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</table>

**PRIMARY/NON-CONTRIBUTORY:** This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

**SEVERABILITY OF INTEREST:** The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer’s limit of liability.

**PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS:** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

**CANCELLATION NOTICE:** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

**WAIVER OF SUBROGATION:** The insurer(s) named above agree to waive all rights of subrogation against the City, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.
Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ______________________________________________________________(print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _______________________________ TITLE:__________________________________________

ADDRESS:_____________________________________________________________________________________

TELEPHONE: ( ) ____________DATE ISSUED:_________ _______________________________________________
STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: April 23, 2020 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Execute a One-Year Contract with DTE Networks not-to-exceed $38,863 for Information Technology Services

Recommendation
It is recommended that the SBWMA Board of Directors approve Resolution No. 2020-15 attached hereto authorizing the following action:

The Executive Director execute a One-year contract with DTE Networks to provide Information Technology services. The not-to-exceed amount for FY20/21 is $38,863.

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 DTE Networks since 2007, first as a subcontractor of T324, and directly since 2014. Due to their extensive and essential knowledge of our network equipment hardware and software, and their outstanding customer service over the last six (6) years, staff recommends continuing the relationship.

Fiscal Impact
A new contract will be executed with a not-to-exceed amount of $38,863 for FY20/21. With approval of the contract, this amount will be included in the draft FY20/21 budget under a line item for “Information Systems” (Expenses--line 8) which will be presented to the Board on May 28, 2020.

Attachments:
Resolution 2020-15
Exhibit A – Professional Services Agreement for Information Technology Services provided by DTE Networks
RESOLUTION NO. 2020-15

RESOLUTION OF THE SOUTH BAYSIDE WAS7TE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTION OF A ONE-YEAR CONTRACT EXTENSION WITH DTE NETWORKS NOT-TO-EXCEED $38,863 FOR INFORMATION TECHNOLOGY SERVICES

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

Information Technology Services as outlined in Exhibit A

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a One-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 23rd day of April 2020, by the following vote:

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<th>Agency</th>
<th>Yes</th>
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<th>Abstain</th>
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<td>West Bay Sanitary Dist.</td>
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</tbody>
</table>

I HEREBY CERTIFY that the foregoing Resolution No. 2020-15 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 23, 2020.

ATTEST:                Jess E (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Board Secretary
PROFESSIONAL SERVICES AGREEMENT
FOR
INFORMATION TECHNOLOGY SERVICES AND SUPPORT

This Agreement is made and entered into as of the 1ST day of July, 2020 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and DTE NETWORKS hereinafter called "CONSULTANT".

RECITALS

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

A. That AUTHORITY desires to engage CONSULTANT to provide professional services;
B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;
C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A 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 the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

2. Term; Termination.
(a) The term of this Agreement shall commence upon the date hereinabove written and shall expire twelve months thereafter.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, AUTHORITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY
to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder.

3. **Compensation; Expenses; Payment.** AUTHORITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT’s hourly rates during the time of the performance of said services. A copy of CONSULTANT’s hourly rates for which services hereunder shall be performed are set forth in CONSULTANT’s fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder during the term shall not exceed the sum of Thirty-Eight Thousand Eight Hundred Sixty-Three Dollars and Twenty Cents ($38,863.20) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by AUTHORITY’s Executive Director (for contracts less than $50,000) or AUTHORITY Board (for contracts $50,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as per Exhibit B.

4. **Additional Services.** In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY’s Executive Director (for contracts less than $50,000) or AUTHORITY Board (for contracts $50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. **Records.** CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to AUTHORITY for review and copying during regular business hours at CONSULTANT’s place of business or as otherwise agreed upon by the parties.

6. **Authorization.** This Agreement becomes effective when endorsed by both parties in the space provided below.
7. **Reliance on Professional Skill of CONSULTANT.** CONSULTANT represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. **Documents.** All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.

9. **Relationship of Parties.** It is understood that the relationship of CONSULTANT to the AUTHORITY 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 AUTHORITY.

10. **Schedule.** CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT’s work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT’s officers or employees.

CONSULTANT acknowledges the importance to AUTHORITY of AUTHORITY’s Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. **Indemnity.** To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.
The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. **Insurance.** CONSULTANT shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT’s services to be performed hereunder covering AUTHORITY’s risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>statutory minimum</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT’s vehicle usage in performing services hereunder)</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000 per claim and aggregate</td>
</tr>
</tbody>
</table>

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the AUTHORITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by

---

1 Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. ☐ Recommended ______ [Project Manager] ☐ Approved ______[Risk Manager]
CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;

(b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and

(c) Providing that CONSULTANT’s insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT’s insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY’s insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before the AUTHORITY’s insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.
AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor’s work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. **WORKERS' COMPENSATION.** CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. **NON-DISCRIMINATION.** The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.

15. **Notice.** All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:
16. **Non-Assignment.** This Agreement is not assignable either in whole or in part.

17. **Amendments.** This Agreement may be amended or modified only by written agreement signed by both parties.

18. **Validity.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19. **Governing Law.** 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 to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney’s fees and expenses of litigation of the successful party.

20. **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.

21. **Conflict of Interest.** VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.

22. **Entire Agreement.** This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.
## EXHIBIT A (Scope of Work)

### Part 1 IT Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Microsoft Office 365 @ $220/month (could change if number of users increases)</td>
<td>$38,863.20</td>
</tr>
<tr>
<td>Splashtop remote support and monitoring @ $7.95/month (18 computers)</td>
<td></td>
</tr>
<tr>
<td>Managed Antivirus @ 4.95/month (18 computers)</td>
<td></td>
</tr>
<tr>
<td>Managed Antivirus server @ 7.95/month</td>
<td></td>
</tr>
<tr>
<td>4 hours of support per month for routine server maintenance</td>
<td></td>
</tr>
<tr>
<td>12 hours of support per month for general support requests, hardware and software maintenance, upgrades, problem solving and troubleshooting, etc.</td>
<td></td>
</tr>
<tr>
<td>2.5 Hours /Month backup 16 Workstations</td>
<td></td>
</tr>
<tr>
<td>Off-site Server backup service/storage @ $95/month</td>
<td></td>
</tr>
</tbody>
</table>

| Subtotal                                                                      | $38,863.20  |
| Sales Tax (9.0%)                                                             | $0.00      |
| **Total**                                                                     | **$38,863.20** |
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:  
John Doe  
Jane Smith  
TOTALS:  

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.5</td>
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<td>$100.00</td>
</tr>
<tr>
<td>2.0</td>
<td></td>
<td>$400.00</td>
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</table>

TOTAL THIS TASK: $400  

**TASK 2** TITLE/Description  
Professional Personnel:  
John Doe  
TOTALS:  

<table>
<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$600.00</td>
</tr>
<tr>
<td>3.0</td>
<td></td>
<td>$600.00</td>
</tr>
</tbody>
</table>

TOTAL THIS TASK: $600.00  

**TOTAL THIS INVOICE** $1,000.00  

**BILLING LIMITS:**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Contract Amount</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Prior Invoices</td>
<td>0% $0.00</td>
</tr>
<tr>
<td>Current Contract Balance</td>
<td>100% $10,000.00</td>
</tr>
<tr>
<td>This Invoice</td>
<td>10% $1,000.00</td>
</tr>
<tr>
<td>Contract Balance</td>
<td>90% $9,000.00</td>
</tr>
</tbody>
</table>
EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form
This INSURANCE COVERAGE FORM modifies or documents insurance provided under the following:

Named Insured: ___________________________ Effective Work Date(s): ________________

Description of Work/Locations/Vehicles: ________________________________

ADDITIONAL INSURED: South Bayside Waste Management Authority (SBWMA)
610 Elm Street Suite 202, San Carlos, CA 94070
Attention: _______________________________

Contract Administrator

Endorsement and Certificates of Insurance Required
The Additional Insured, its elected or appointed officers, officials, employees and volunteers
are included as insureds with regard to damages and defense of claims arising from: (Check all
that apply)

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **General Liability:** (a) activities performed by or on behalf of the Named
  insured, (b) products and completed operations of the Named Insured, (c)
  premises owned, leased occupied or used by the Named Insured, and/or (d)
  permits issued for operations performed by the Named Insured. {Note:
  MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}

- **Auto Liability:** the ownership, operation, maintenance, use, loading or
  unloading of any auto owned, leased, hired or borrowed by the Named
  Insured, regardless of whether liability is attributable to the Named Insured or
  a combination of the Named Insured and the Additional Insured, its elected or
  appointed officers, officials, employees or volunteers.

- **Other:**

Certificates of Insurance Required (no endorsement needed) (Check all that apply)

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- **Workers Compensation:** work performed by employees of the Named
  Insured while those employees are engaged in work under the simultaneous
  directions and control of the Named Insured and the Additional Insured.

- **Professional Liability:**

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer’s limit of liability.

PROVISIONS REGARDING THE INSURED’S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days’ prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the CITY, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the CITY.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, ___________________________ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: ___________________________ TITLE: ___________________________

ADDRESS: ___________________________

TELEPHONE: (__________) DATE ISSUED: ___________________________
COLLECTION AND RECYCLING PROGRAM SUPPORT AND COMPLIANCE
**STAFF REPORT**

**To:** SBWMA Board Members  
**From:** Joe La Mariana, Executive Director  
**Date:** April 23, 2020 Board of Directors Meeting  
**Subject:** Resolution Recommending Approval of the Proposed Amendment One Modification to the Members’ Recology Amended and Restated Franchise Agreements

<table>
<thead>
<tr>
<th><strong>Recommendation</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>It is recommended that the SBWMA Board of Directors approve Resolution No. 2020-16 recommending to the SBWMA Members that they approve Amendment One to their Recology Amended and Restated Franchise Agreement from January 1, 2021 to December 31, 2035, which will amend the newly negotiated hauling contract to include two changes to the Bulky Item Collection (BIC) program—one expands the BIC program capacity and the other authorizes the implementation of an electronic BIC voucher pilot program within the SBWMA service area.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Background</strong></th>
</tr>
</thead>
</table>
| On May 24, 2018, the SBWMA Board approved Resolution 2018-20 to implement a workplan to support Member Agency negotiations with Recology regarding Bulky Item Collection, Abandoned Waste Collection, and integrating Litter Reduction Practices into Trash / Recycling Collection services as required by the Municipal Regional Permit (MRP) Stormwater Regulations. This action is known as “Amendment One,” and these services will be implemented with the restated and amended Franchise Agreement term of January 1, 2021 – December 31, 2035 or, by mutual agreement, sooner.  

The BIC and Illegal Dumping and Abandoned Waste Collection programs are very popular and are heading towards an operational capacity breaking point. Recology has already doubled the resources required in our Franchise Agreement based on the original program stats that they were asked to bid on (at their own expense), which were about 80 collections per day. At Board direction, Staff and the Board-appointed Franchise Agreement Extension Ad Hoc Committee (FAX) negotiated with Recology’s senior management team to identify and shape cost-effective new program capacity options for Board consideration. Once this recommendation is approved by the SBWMA Board, the recommended program options and their costs will need to be formally approved by a majority of the Member Agencies' elected bodies as an amendment to the re-stated and amended Franchise Agreement that takes effect on January 1, 2021.  

Initially, Staff recommended that the Board consider incorporating amendments to the Franchise Agreement to address stormwater regulations as part of Amendment One. New stormwater regulations went into effect in 2009, with the Water Board including trash reduction requirements in the Municipal Regional Stormwater (MRP) National Pollutant Discharge Elimination System (NPDES) Permit for Phase I communities in the Bay Area. The San Mateo Countywide Water Pollution Prevention Program (SMCWPP) Litter Work Group is addressing trash load reduction requirements outlined in the MRP by implementing several control measures designed to significantly reduce trash in local creeks and the Bay. The SMCWPP provided an outline of Best Practices and Recommendations for Litter Management with franchise language that is proposed to be included in the attached... |
Amendment One. The implementation of these litter reduction practices would assist the SBWMA Members in achieving compliance with trash/litter load reduction regulations in the Municipal Regional Stormwater Permit.

Strong Board interest was expressed for expanding the BIC and Abandoned Waste Collection programs capacities at the Board’s April 25, 2019 meeting. However, the Board also asked for more background information regarding the nexus between the current and proposed collection operations services provided by Recology and MRP litter reduction requirements, to which eleven of the member agencies are bound (West Bay Sanitary District is exempt). To provide important technical context to this discussion, SBWMA Staff invited C/CAG’s Countywide Stormwater Program Manager, Matt Fabry, to present a program overview and field program-specific Board Member questions at the June 27, 2019 Board meeting on the litter reduction topic. During this meeting, a Board member asked if Member Agencies could “opt out” of the stormwater amendments, and it was noted that Recology has a strong preference for all of the agencies to adopt the same language because it would be very hard for them to manage 12 separate programs. Additionally, some Board members expressed concern about the overage program and how the charges would be applied. While SBWMA Staff had previously recommended adding in the litter reduction and stormwater options to Amendment One so each Member Agency complies with the Municipal Regional Stormwater Permit, strong feedback from Board members at the aforementioned meetings have made it appear that these initiatives are best suited for consideration at the individual member agency’s governing body level to accommodate individual community preferences. Based on this scenario and with strong direction from the Executive Committee, these stormwater elements have been removed from this recommended action plan.

Analysis

By contract requirement, Recology provides up to two BIC services annually without charge to each single-family residence and multi-family property (MFDs require advanced planning for delivery of roll-off containers for collection). This service is provided within 10 business days of the owner or occupant’s request, unless Recology’s BIC service capacity has been reached. Based on current Franchise Agreement parameters, Recology’s service capacity is limited to 150 bulky item collections system-wide per day. Recology currently makes approximately 130 to 140 bulky item collections per day, so the program is operating at about 90% capacity. Recology also collects abandoned waste with a cap of 30 pick-ups per day. Operationally speaking, these two services are one program; the same trucks and drivers/crews service both the BIC and Abandoned Waste Collection program. Each route includes a box truck and driver for recyclables, and a rear-load truck and driver for the other items. There are currently three routes.

Given that Recology is nearing its maximum service level capacity for the BIC and Abandoned Waste Collection programs, the SBWMA and Recology initiated discussion to develop a joint solution that allows customers to continue to receive BIC and abandoned waste collection services with new capacity in a timely fashion.

The following recommendations include two items in Amendment One of the Recology Franchise Agreement, which have been agreed upon by the SBWMA and Recology, with direct feedback from the Member Agencies and FAX Ad Hoc Committee.

If approved, two BIC program elements will be included in the proposed Amendment One modification.

1. **Add a Fourth Bulky Item and Abandoned Waste Collection Route:** In order to provide BIC and Abandoned Waste Collection within the 10-business day timeframe of the Franchise Agreement, a fourth route can be added to the BIC/Abandoned Waste Collection program to expand capacity. This would result in an increase of the service level cap of from 150 BIC appointments per day to 210 BICs per day.
The financial impact would include an approximate cost of $631,000 in Rate Year 2021 for an additional annual route (covers one box truck and driver for recyclables, and one rear-loader and driver for other items).

2. **Develop a Shoreway Electronic Voucher Pilot Program for Bulky Item Drop-Off:** Recology will develop a voucher program that offers residents the ability to drop-off BIC materials at the Shoreway Environmental Center (Shoreway) that is comparable in quantity and frequency to the at-home BIC program appointments. Recology would offer vouchers to residents if a resident does not want to wait for the service date offered by Recology. The financial impact includes $125,000 up-front costs for the bulky item voucher system and $233,000 for annual operating costs. Please note: these quotations were provided in late 2018 and are likely to slightly change depending on (if) when this program is actually implemented.

**Not included in this current recommendation:**
The remaining five categories of proposed service changes were previously discussed with the Board of Directors at the Board meetings cited above, and at the Executive Committee meeting held on February 4th, 2020. Strong policy direction that was provided to Staff indicated that the following items are more appropriately implemented at the individual Member Agency level to account for local community preferences.

3. **Addition of Solid Waste Collection on Saturday and Sunday:** Add services to Schedule Q for Saturday and Sunday service. It will be provided at no additional charge for customers subscribing to a minimum of three (3) times per week service or at an additional fee for those businesses that have less than three days a week service (an additional service charge of $55.31 per month for Saturday and $67.37 per month for Sunday service).

4. **Addition of Litter and Overage Assessment Program Evaluation** – Recology currently documents overages related to collection services. This addition will require Recology to provide a monthly report to the SBWMA. No additional cost.

5. **Requirements for Overage Charges** - Recology currently charges for overages beyond the two allowed events. Recology is requesting that language be added to the amendment that states they “shall impose overage charges,” to allow Recology Customer Service the permission to give a courtesy waive of charges depending on the situation. No additional cost.

6. **Requirements for Photographic Evidence of Overages** – The SBWMA would like to have the option for Recology to research on-board cameras for all collection vehicles, which will be used for monitoring activities, and overage activities. No additional cost unless SBWMA decides to move forward with cameras.

7. **Add Definition of Overage** – A definition of “overage” is necessary to provide direction for Recology when assessing a container. No additional cost.

**Fiscal Impact**
The costs for BIC and Abandoned Waste Collection are allocated among the Member Agencies according to the number of single-family and commercial accounts in the community. For example, if a Member Agency currently has 18% of the single-family accounts, then it will receive an allocation of 18% of the single-family BIC and Abandoned Waste Collection program costs. If a Member Agency has 10% of the
commercial accounts, then it will receive 10% of the multi-family BIC and Abandoned Waste program cost allocation. Figure 1, below, shows the cost allocation for BIC services for 2015 compared to the allocation that is currently being used each fiscal year according to the number of residents and commercial businesses per Member Agency. It is recommended that costs be allocated in the same manner, given how closely the BIC and residential percentages track each other.

**Figure 1. Cost Allocation Bulky Item Collection Services in 2015**

Costs will increase only if/when a fourth route is added. The financial impact would include an approximate cost of $631,000 for an additional annual route (covers one new truck and driver for recyclables, and one rear-loader and driver for other items).

The costs for the proposed Bulky Item Electronic Voucher Pilot Program for Rate Year Eleven (2021) shall be determined in 2020 by Recology and SBWMA based on agreed design and costs for the Voucher Program, which shall be subject to SBWMA Board approval. The approved costs shall be added to the projected Rate Year Eleven (2021) Contractor’s Compensation as specified in Attachment N to the Franchise Agreement. When adding the Voucher Program costs to Attachment N, Recology shall allocate the costs to Member Agencies in the same manner as costs for the Bulky Item Collection Program. The total systemwide financial impact is estimated to include $125,000 in up-front costs for the Bulky Item Voucher system and $233,000 in annual operating costs (these are 2018 estimates that need to be brought forward before program implementation).

**Attachments:**
- Resolution 2020-16
- Attachment A – Proposed Amendment One to Members’ Amended and Restated Franchise Agreement January 1, 2021 – December 31, 2035
- Attachment B – [Amendment One Final Findings and Recommendations Report](#) – available online only
RESOLUTION NO. 2020-16

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS RECOMMENDING APPROVAL OF AMENDMENT ONE TO THE MEMBER’S RECOLOGY AMENDED AND RESTATED FRANCHISE AGREEMENTS FOR THE TERM OF JANUARY 1, 2021 TO DECEMBER 31, 2035, TO INCLUDE CHANGES TO THE BULKY ITEM COLLECTION, ILLEGAL DUMPING, AND ABANDONED WASTE COLLECTION PROGRAMS.

WHEREAS, on June 22, 2017, the South Bayside Waste Management Authority (SBWMA) Board of Directors approved a model Franchise Agreement template, as the recommended Franchise Agreement for each Member Agency to individually execute for hauling services to be performed by Recology San Mateo County for the years 2021 through 2035; and

WHEREAS, eight (8) Member Agencies fully executed Franchise Agreement Amendmentss with Recology San Mateo County by April 24th, 2018, which satisfied the Joint Powers governance requirement to contractually proceed with Recology San Mateo’s Franchise Collection services after the expiration of its existing franchise agreement, which expires on December 31, 2020; and

WHEREAS, the popular Bulky Item Collection and Abandoned Waste Collection programs provided by Recology San Mateo County are near capacity due to strong customer demand; and

WHEREAS, the attached proposed Amendment One to the Members’ Amended and Restated Franchise Agreements will address the need for additional Bulky Item Collection and Abandoned Waste Collection service capacity and provide resources to implement an electronic Bulky Item Drop-off program at the Shoreway facility on a pilot basis, and clarify and modify administrative provisions in the model Franchise Agreement.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby recommends to the governing boards of its Members approval of the attached Amendment One to the Members’ Amended and Restated Franchise Agreements for the term of January 1, 2021 to December 31, 2035, which shall require ratification by at least eight (8) Members for the Amendment One to be adopted.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 23rd day of April, 2020, by the following vote:

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I HEREBY CERTIFY that the foregoing Resolution No. 2020-16 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 23, 2020.

ATTEST:                        Jess E (Jay) Benton, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board
AMENDMENT ONE
BY __________________ {Insert Member Agency name} AND
RECOLOGY SAN MATEO COUNTY
TO THE
AMENDED AND RESTATED FRANCHISE AGREEMENT
BETWEEN ___________ {Insert Member Agency name} AND RECOLOGY SAN MATEO COUNTY FOR
RECYCLABLE MATERIALS, ORGANIC MATERIALS, AND SOLID WASTE COLLECTION SERVICES

This first Amendment (“Amendment One”) to the Amended and Restated Franchise Agreement between ___________ {insert Member Agency name} and Recology San Mateo County for Recyclable Materials, Organic Materials, and Solid Waste Collection Services (“Agreement”), effective as of ___________, ____ {insert date} (“Effective Date”), is made by and between _______________ {Insert Member Agency name}, a Municipal Corporation of the State of California (“Agency”), and RECOLOGY SAN MATEO COUNTY, a California corporation (“Contractor”).

RECITALS

A. WHEREAS, Section 5.05 of the Agreement requires Contractor to provide On-Call Bulky Item Collection Service for residents and specifies that Contractor shall schedule a maximum of one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”), and Section 5.09 of the Agreement requires Contractor to provide abandoned waste cleanup Collection service for a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area (“daily limit”); and,

B. WHEREAS, Contractor conducts the On-Call Bulky Item Collection Service and abandoned waste cleanup Collection service using the same Collection routes; and, as a result, the total combined daily limit of On-Call Curbside Bulky Item Collection Service events and abandoned waste cleanup Collection service events (collectively, “On-Call Pick-ups”) is one hundred eighty (180) On-Call Pick-Ups per day; and,

C. WHEREAS, anticipating that the combined daily limit would not be sufficient to handle actual demand for On-Call Pick-Ups, the SBWMA and Contractor met and conferred and negotiated a Model Amendment One to the Agreement, which sets forth a strategy to address the problem; and,

D. WHEREAS, SBWMA and Member Agencies agree that reduction of litter related to Generator placement of Discarded Materials in Containers and subsequent Collection by Contractor is important to reduce impacts on watersheds where trash and litter present an aesthetic nuisance, and a serious threat to aquatic life in creeks and the oceans, and Contractor has agreed to litter reduction strategies; and,

E. WHEREAS, Parties identified minor items in the Agreement that warranted clarification or revision; and,

F. WHEREAS; the SBWMA presented the Model Amendment One to the SBWMA’s Board of Directors on __________, 2019; and, the Board took action recommending that each Member Agency enter into Model Amendment One in the form presented to the Board; and,

G. WHEREAS, the Agency and Contractor have agreed to the revisions to the Agreement as stated in this Amendment One.
NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the Agency and Contractor hereby agree to amend the Agreement through this Amendment One as follows:

TERMS OF AMENDMENT ONE

1. DEFINITIONS

1.1 Attachment A, Definitions. The following definitions are hereby added to Attachment A:

a. **2019 Amendment** means the amendment to the Agreement that the SBWMA Board approved, and recommended that each Member Agency enter into, on _________, 2019.

b. **On-call Pick-Up** means an On-Call Curbside Bulky Item Collection Service event or an on-call abandoned waste Collection service event.

c. **Voucher** means a paper or electronic voucher, coupon, or ticket issued by Contractor to a Customer entitling the receiving Person to a one-time delivery of Bulky Items to the Designated Transfer and Processing Facility.

2. BULKY ITEM AND ABANDONED WASTE COLLECTION SERVICES

2.1 Residential On-Call Bulky Item Collection Service. Section 5.05.H shall be amended to read as follows:

H. Maximum Number of Daily Events. Contractor shall schedule up to a maximum of one hundred fifty (150) On-Call Curbside Bulky Item Collection Service events per service day for the SBWMA Service Area (“daily limit”). The maximum number of daily events includes On-Call Bulky Item Collection Service events provided to both Single-Family and Multi-Family Residential Complexes, and those events provided at no charge and events paid for by the Customer, Owner, or property manager. Contractor shall schedule On-Call Curbside Bulky Item Collection Service events no more than ten (10) Business Days after the Owner’s or Occupant’s request up to the maximum number of daily events. Upon reaching the maximum number of daily events, requested On-Call Curbside Bulky Item Collection Service event shall be scheduled on the next available regularly scheduled Solid Waste Collection Day.

SBWMA may adopt an allocation system for On-Call Bulky Item Collection Service events, in order to allocate the “daily limit” for such events among Member Agencies. If adopted, Contractor shall comply with the allocation system. The Agency agrees not to assess Liquidated Damages if Contractor does not meet the ten (10) Business Day requirement if the delay has resulted from (i) the volume of On-Call Bulky Item Collection events being in excess of the “daily limit” for the SBWMA Service Area or Agency, or (ii) the Customer’s request to schedule the event on a date more than ten (10) Business Days in the future.

Contractor shall notify the SBWMA when the daily average number of On-Call Pick-Up events reaches one hundred sixty-five (165) events, or any subsequently increased number of events.
mutually agreed by the SBWMA Board and Contractor, combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners or property managers) for the SBWMA service area. For the purpose of this Section, the daily average number of On-Call Pick-ups shall be calculated on a weekly basis as the total number of On-Call Pick-Ups performed Monday through Friday divided by the number of Collection days in the week (e.g., typically five (5) days, except four (4) days for weeks with a Holiday). When this threshold occurs for four (4) consecutive weeks, Contractor shall provide SBWMA with reports documenting these statistics and, upon confirmation of that fact, SBWMA staff shall notify the SBWMA Board of Directors that the service capacity has been filled and to present options, described in this section. Contractor shall continue to supply monthly reporting of the average service count from the time of the original notice until action is taken by the SBWMA Board of Directors.

Upon a confirmed notice from Contractor, the SBWMA Board may consider options, including, but not limited to: (i) authorizing Contractor to implement and perform on-going operation of an additional Bulky Item and abandoned waste Collection route; (ii) adjustment of the ten (10) Business Day required provision of the On-Call Pick-ups; (iii) reduction in the number of On-Call Bulky Item pick-ups allowed for each Customer each year; and/or, (v) expansion of the Bulky Item Voucher program.

The SBWMA Board is hereby authorized, on behalf of the Agency, to determine if future changes are required for the Residential On-Call Bulky Item Collection services described in Section 5.05 and abandoned waste Collection service described in Section 5.09. Such changes, if any, shall be implemented and incorporated into this Agreement in accordance with Section 15.12, Right of Agency to Make Changes in Services and Service Levels. If the SBWMA elects to implement an additional Bulky Item and abandoned waste Collection route, the route shall include two trucks and two drivers, and the annual cost for the route shall be that specified in Attachment U for Rate Year 2021 (subject to adjustment in accordance with the methodology set forth in Attachment K, if the new route is implemented in a later Rate Year). Each additional route approved by the SBWMA shall provide capacity for sixty (60) additional daily Bulky Item Collection and/or abandoned waste Collection services. In the event that the creation of a new route provides for more capacity than there is demand for the Bulky Item Collection services, Contractor shall permit additional collections of abandoned waste up to the total capacity.

2.2 Abandoned Waste Clean-Up Collection Service. Section 5.09.A shall be amended to read as follows:

A. General. Contractor shall provide abandoned waste cleanup Collection service to Agency as provided herein. Contractor shall schedule up to a maximum of thirty (30) abandoned waste Collection events per service day for the SBWMA Service Area. Contractor shall make every effort to collect abandoned waste within one (1) Business Day of being notified by Agency, SBWMA, Customer, or Contractor’s vehicle drivers and route supervisors of the occurrence of abandoned waste or illegal dumping. Upon reaching the maximum thirty (30) events, Collection of abandoned waste event shall be scheduled and performed by Contractor on the next available service day. This service shall require Contractor to Collect abandoned or illegally dumped Solid Waste, Recyclable Materials, and Organic Materials. This service does not include Collection of litter or litter abatement activities.
Section 5.05.H describes a process for notification and consideration of program changes when the daily average number of On-Call Pick-Up events reaches one hundred sixty-five (165) events combined for Residential On-Call Bulky Item Collection service and abandoned waste Collection service, including On-Call Pick-ups provided at no charge and On-Call Pick-ups paid for by Customers, Owners, or property managers).

3. BULKY ITEM VOUCHER PROGRAM

3.1 Bulky Item Voucher Program. New Section 7.14 is hereby added as follows:

7.14 BULKY ITEM VOUCHER PROGRAM

A. General. Contractor shall implement a Bulky Item Voucher program (“Program”) in which Contractor generates and issues Vouchers to Customers who call to request On-Call Bulky Item Collections but whose pick-ups cannot be scheduled within the ten (10) Business Day window contemplated by Section 5.05.H due to the volume of On-Call Bulky Item Collection events being in excess of the “daily limit” for the SBWMA Service Area or Agency. Each Voucher issued would replace one (1) of the On-Call Bulky Item Collection offered to that Customer pursuant to Sections 5.05.A, 5.05.B, and 5.14.E. and allow the Customer to deliver Bulky Items to the Designated Transfer and Processing Facility at no additional charge. A voucher would only be issued if the Customer agreed to accept it. To effectively manage Program utilization, the program shall only be publicized as mutually agreed by SBWMA staff, Contractor and Operator.

B. Pilot Program. As a first step in implementation, a pilot program (“Pilot Program”) shall be offered to all Member Agencies. Contractor has provided estimates of its start-up and operating costs as shown in Attachment T, which shall be further evaluated and refined during the Pilot Program and/or its meet-and-confer process. Contractor, Operator and SBWMA staff shall meet and confer to design the Pilot Program and agree on costs. Contractor shall commence the Pilot Program (i) at the conclusion of the meet and confer process, (ii) six (6) months after the date that the 2019 Amendment becomes effective in accordance with Section 7.4 of such amendment, or (iii) January 1, 2020, whichever occurs last. The Pilot Program costs agreed to by the SBWMA and Contractor shall be included in Contractor’s Total Annual Costs of Operation beginning Rate Year 2020. For Rate Year 2020, these costs will be allocated across Member Agencies in the same manner as costs for the Bulky Item Collection program; for subsequent Rate Years, they will be allocated based on Member Agency usage for the previous 12 months ending March 31.

C. Full Program Implementation. Based on the findings of the Pilot Program, the Contractor, Operator and SBWMA staff will develop recommendations for the design, cost, and implementation schedule of the full Program throughout the Service Area. The SBWMA Board shall review the Program recommendations and provide authorization to Contractor to implement the Program throughout the Service Area (or not implement the Program) no later than January 1, 2021.

D. Voucher Software Management System. The Contractor’s software systems shall be capable of generating Vouchers that include and/or can provide monitoring and reporting for: (i) a unique identification (e.g. serial number, QR code, etc.), (ii) account information, including account number, customer name, service address, billing address, number of Vouchers issued to date per account, (iii) date of issuance and expiration date; and/or (iv)
any other information determined by SBWMA staff and Contractor to be necessary or beneficial through the pilot program.

E. **Designated Transfer and Processing Facility.** Contractor shall coordinate the implementation and on-going operation of both the Pilot Program and Program with the operator of the Designated Transfer and Processing Facility. Contractor shall provide Pilot Program and Program data to the Designated Transfer and Processing Facility operator and shall receive data from the facility operator on the redemption of Vouchers. The Contractor shall not be required to pay Transfer, Processing, or Disposal costs for the Bulky Items delivered to the Designated Transfer and Processing Facility by Persons redeeming Vouchers.

F. **Reporting.** As part of the Pilot Program, SBWMA staff and Contractor shall review the reports generated by Contractor’s software systems and agree upon the format, and content of reports to be provided by Contractor related to the operation of the Program.

G. **Conditions.** Notwithstanding any other provision of this Section 7.14, the following conditions shall apply. Contractor shall not be required to implement the Pilot Program or the Program unless (i) the costs thereof have been mutually agreed by SBWMA and Contractor and incorporated into Contractor’s Compensation in a mutually agreed manner, and (ii) Operator has consented to such implementation. In addition, Contractor shall not be required to implement the Pilot Program or the Program in any Member Agency that has not approved and entered into the 2019 Amendment.

4. **CONTRACTOR’S COMPENSATION ADJUSTMENTS FOR VOUCHER PROGRAM**

4.1 **Contractor’s Compensation for Rate Year Eleven (2021).** Section 11.02.A shall be removed and replaced with the following:

**Contractor’s Compensation for Rate Year Eleven (2021).** Contractor’s Compensation for 2021 shall be determined in 2020 by adjusting Contractor’s projected 2021 Contractor’s Compensation shown on Attachment N to reflect the following factors:

- Change in Customer account and service levels as provided in Attachment K;
- Change in fuel prices as provided in Attachment K; and,
- Addition of Bulky Item Voucher program costs as agreed upon by the Contractor and SBWMA.

4.2 **Attachment K, Contractor’s Compensation and Rate Setting Process.** Attachment K shall be amended as follows:

Section 4, Table 1, Contractor’s Compensation Adjustment Methodology. In the section of Table 1 labeled “Contractor Pass-Through Costs,” a new row shall be added immediately after the “Cap Carry Forward” row, to read as follows:
<table>
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<th>Cost</th>
<th>Adjustment to 2021 Projected 2021 Costs for Rate Year Eleven (2021) Contractor’s Compensation</th>
<th>Annual Adjustment to Contractor’s Compensation for Rate Years Twelve to Twenty-Five (2022 - 2035)</th>
</tr>
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<tr>
<td>E. Allocated Bulky Item Voucher Program Costs (e.g., costs related to General and Administrative for the Voucher Program)</td>
<td>The Allocated Bulky Item Voucher Program Cost amount for Rate Year Eleven (2021) shall be determined in 2020 by the Contractor and SBWMA based on agreed Voucher program costs and final Voucher program design and shall be subject to SBWMA Board approval. The approved amount shall be added to the projected Rate Year Eleven (2021) Contractor’s Compensation as specified in Attachment N. When adding the Voucher program costs to Attachment N, Contractor shall allocate the costs to Member Agencies in the same manner as costs for the Bulky Item Collection program.</td>
<td>• Step One: Annually adjust previously agreed Allocated Bulky Item Voucher Program Costs by 100% of the Annual Index Change using CPI-U. • Step Two: Annually adjust Allocated Bulky Item Voucher Program Costs to reflect changes in usage, scope or third party costs, as agreed by the SBWMA and Contractor and approved by the SBWMA Board.</td>
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5. **LITTER REDUCTION**

5.1 The following changes shall be made:

5.2 **Solid Waste Collection.** Section 5.02.B.1 shall be amended to read as follows:

B. Multi-Family Dwellings

1. General. Contractor shall Collect Solid Waste from Multi-Family Dwellings as frequently as scheduled by Customer, but not less than once per week, and shall bill Customers at Agency-approved Rates. Contractor shall provide extra Collection pick-ups of Containers within one (1) Business Day of Customer’s request and shall bill Customers at Agency-approved Charges specified in Attachment Q. Collection on Saturday and/or Sunday shall be provided at no additional charge for Customers subscribing to service a minimum of three (3) times per week or at the Rate approved in Schedule Q for Customers subscribing to less than three (3) times per week service.

5.3 Section 5.02.C.1 shall be amended to read as follows:

C. Commercial Premises

1. General. Contractor shall Collect Solid Waste from Commercial Premises as frequently as scheduled by the Customer, but not less than once per week, and shall bill Customers for the service at Agency-approved Rates. Contractor shall provide extra Collection pick-ups of Containers within one (1) Business Day of Customer’s request and shall bill Customer at Agency-approved Charges specified in Attachment Q. Collection on Saturday and/or Sunday shall be provided at no additional charge for Customers subscribing to service a minimum of three (3) times per week or at the Rate approved in Schedule Q for Customers subscribing to less than three (3) times per week service.
5.4 **Attachment Q, Saturday and Sunday Service.** Attachment Q shall be amended to include a new “Saturday Service Surcharge – 1 or 2 times per week service” at $55.31 per month and “Sunday Service Surcharge” at $67.37 per month for Rate Year Eleven (2021). Such amounts shall be adjusted consistent with the adjustment to other rates in Attachment Q.

5.5 **Monthly Reports.** New Section 9.05.I is hereby added as follows:

I. **Overages.** The number of recorded events of Overages, as defined in Section 8.02.G. At the request of a Member Agency, Contractor will separately provide the Member Agency with the names and service addresses of Customers within the Member Agency’s Service Area who were recorded as having an Overage in the previous calendar month. This information will not be included in the Contractor’s standard monthly report, which is shared with all Member Agencies and the SBWMA.

5.6 **Collection of Excess Materials (Overages).** Section 8.02.G shall be amended to read as follows:

Contractor shall direct its employees to Collect an Overage on two (2) occasions each Rate Year at no additional cost to Customer. Contractor must provide a notice to Customer documenting the Overage in order to count the Overage Collection towards the 2) per Rate Year for each Customer. Customers that place an Overage for Collection for a third and subsequent events shall be assessed an Overage fee by Contractor, but Contractor has discretion to waive this fee if Customer demonstrates to Contractor’s satisfaction that material creating the overage was placed in the container by a third party, or that there is another valid reason that the Customer should not be charged. Prior to assessment of the fee Contractor shall directly contact the Customer via a phone call or voice message to notify them of the Overage Collected. Contractor shall bill Customer for a third and subsequent Overage events at Agency-approved Charges specified in Attachment Q. Contractor shall provide Customers the opportunity to request an Overage Collection service in advance. In such case, Contractor shall bill the Customer at the Agency-approved Charge specified in Attachment Q.

Contractor shall provide Customers the opportunity to subscribe to Overage Collection service, in advance, or purchase Overage tag(s) from the Contractor. Each Overage tag permits the Customer to set out one (1) thirty-two (32) gallon garbage bag of Solid Waste next to their Solid Waste Container on the Customer’s regularly scheduled collection day, for Collection by Contractor. Contractor shall provide Customers the opportunity to purchase Overage tags through its Customer service department or electronically via Contractor’s website. Contractor shall mail or deliver Overage tags to Customers within three (3) Business days of Customer’s request. The Charge for Overage tags is specified in Attachment Q and includes all aspects of purchasing the tags, printing, and distribution (i.e., mailing or direct delivery by Contractor). Customers shall also be provided the opportunity to purchase Overage tags at Contractor’s local office. The quantity of Overage tags per request from Customer shall be limited to five (5) per request.

If the Agency and/or Contractor receive numerous Complaints (as determined by the Agency) from Customers regarding Customer dissatisfaction with the requirement to purchase Overage tags, the Agency reserves the right to require the Contractor to modify its Overage program to better serve its Customers and/or require the Customer to subscribe to additional Collection service.

5.7 **General Vehicle Specifications.** New Section 8.04.B.4 shall be amended as follows:
All Collection vehicles shall have cameras to monitor loading activities including, at a minimum: (i) back-up cameras mounted at the rear and side of the vehicle; and, (ii) a hopper camera clearly displaying the contents of the hopper prior to compaction. At the time of the review of collection vehicle specifications described in Section 8.04.B.10, SBWMA may request that Contractor present options related to these camera systems to assess potential additional functionality of those systems. The parties acknowledge that any added functionality may require increased costs beyond the cost of the camera systems themselves, such as information technology, customer service, and operational costs, that those costs may be recurring, and that those costs may be uncertain at the time Contractor presents its options. It is understood that in presenting the above options, Contractor may include such other increased costs, and may propose methods to deal with the uncertainty and recurring nature of those costs. In the event that SBWMA or any Member Agency requests that Contractor implement any such added functionality, such a request would be treated as an SBWMA- or Agency-directed Change in Scope under Section 15.12.

6. CLARIFICATION AND ADMINISTRATIVE MODIFICATIONS

6.1 The following changes shall be made to provide clarification and administrative modifications to the Agreement:

6.2 **Term.** Section 3.02 shall be amended to read as follows:

Notwithstanding any other provision of this Agreement to the contrary, the 2009 Franchise Agreement, this amendment and restatement thereof, and any other amendments mutually agreed by the Parties, shall together constitute a single agreement between the Parties with a single unbroken term (the “Term”).

The original Term, set forth in the 2009 Franchise Agreement, began on January 1, 2011 with an initial duration of ten (10) years, ending on December 31, 2020. This amendment and restatement extends the Term for an additional fifteen (15) years, for a total Term of twenty-five (25) years. Upon the Effective Date, the Term shall be extended until midnight on December 31, 2035, unless earlier terminated, or extended as provided in Section 3.03.

Except as provided below in this Section 3.02, the Parties intend for the 2009 Franchise Agreement to govern the rights and obligations of the Parties through December 31, 2020, and for this Agreement to govern the rights and obligations of the Parties from and after January 1, 2021. Thus, to the extent this Agreement amends the 2009 Franchise Agreement, the amendments shall not take effect until January 1, 2021, and shall not be retroactive.

As an exception to the foregoing, (A) upon the Effective Date, (i) the 2009 Franchise Agreement shall be amended to extend the Term to 2035 as provided above, and (ii) the 2009 Franchise Agreement shall be amended to the extent necessary to give effect to Section 11.02.F of this Agreement, and (B) upon the effectiveness of the 2019 Amendment, the 2009 Franchise Agreement shall be amended to the extent necessary to give effect to such amendment.

6.3 **Right of Agency to Make Changes in Services and Service Levels.** Section 15.12.A shall be amended to read as follows:
A. Agency may, without amending this Agreement, direct Contractor to cease performing
one or more types of service described in Articles 5 or 6, or may direct Contractor to modify the
scope of one or more such services, may direct Contractor to perform additional Solid Waste,
Targeted Recyclable Materials, Organic Materials, Used Motor Oil, Used Motor Oil Filters,
Household Batteries and Cell Phones or Plant Materials handling services, or may otherwise direct
Contractor to modify its performance under any other Section of this Agreement. In addition,
SBWMA may, without amendment of this Agreement, direct a change: (i) in the number of Waste
Zero Specialists as provided in Section 7.04.A, (ii) in Other Services as provided in Section 7.13,
(iii) in the Residential On-Call Bulky Item Collection service described in Section 5.05, (iv) in the
abandoned waste Collection service described in Section 5.09, (v) in the Bulky Item Voucher
program described in Section 7.14.C, and/or (vi) in Collection Vehicle camera systems and related
additional functionality, as provided in Section 8.04.B.4. In the event of an SBWMA-directed
change under items (iii), (iv) or (v), the provisions of Section 11.06 shall apply, but with the
SBWMA substituted in the place of Agency. In the event of any conflict between an Agency-
directed change and an SBWMA-directed change, the SBWMA-directed change shall govern.
Agency hereby authorizes the SBWMA, with the approval of the SBWMA Board, to do the
following on behalf of Agency: (a) to establish the terms and conditions of any program or service
changes under items (iii), (iv) or (v) above, (b) to include any costs associated with an SBWMA-
directed change in Contractor’s Compensation and/or Pass-Through Costs, (c) to determine
Agency’s share of such costs and to allocate such share to Agency, and (d) to amend this
Agreement as mutually agreed with Contractor to give effect to the foregoing. An SBWMA-
directed change shall be deemed to be an Agency-directed change for purposes of this
Agreement. Contractor shall promptly and cooperatively comply with such direction.

7. MISCELLANEOUS PROVISIONS

7.1 Recitals and Headings. The above recitals are incorporated herein by reference and are made a
part of this Amendment One. However, headings in this document are for convenience of
reference only and are not to be considered in any interpretation of this Amendment One.

7.2 Entire Agreement. This Amendment One contains the entire understanding of the Parties with
respect to the subject matter hereof and supersedes all prior and contemporaneous agreements
and commitments with respect thereto. Except as expressly modified by this Amendment One,
all other terms and conditions of the Agreement remain in full force and effect, unmodified, and
apply to this Amendment One as though fully set forth herein.

7.3 Counterparts. This Amendment One may be executed in counterparts, each of which shall
constitute an original, and all of which, when taken together, shall constitute one and the same
instrument.

7.4 Effectiveness. It shall be a condition precedent to the effectiveness of this Amendment One that
at least eight (8) of the SBWMA’s Member Agencies enter into Amendment One.

IN WITNESS WHEREOF, Agency and Contractor have executed this Amendment One as of the day and
year first above written.
AGENCY NAME

By: ____________________________

XXXX
City Manager

RECOCLOGY SAN MATEO COUNTY

By: ____________________________

Michael J. Sangiacomo
President and CEO

ATTEST: _______________________  

XXXX
City Clerk

By: ____________________________

Cary Chen
Secretary

APPROVED AS TO FORM:

_______________________

XXXXX
### RECOLOGY SAN MATEO COUNTY

#### Voucher Program

**Estimated Costs in 2018 Dollars**

#### 5-YEAR PERIOD

<table>
<thead>
<tr>
<th>Item</th>
<th>Company/Individual</th>
<th>Total Cost</th>
<th>Annual Cost</th>
<th>HF&amp;H</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up Front</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardware - Scanner, Scanner Software &amp; Tablet</td>
<td>SBR</td>
<td>$2,000.00</td>
<td>$400.00</td>
<td></td>
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<tr>
<td>Hardware - Scale House Installation</td>
<td>SBR</td>
<td>$1,400.00</td>
<td>$280.00</td>
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</tr>
<tr>
<td>Coding - IT Team</td>
<td>Recology</td>
<td>$63,000.00</td>
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<tr>
<td>Coding - PC Scales</td>
<td>PC Scales</td>
<td>$28,000.00</td>
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<tr>
<td>Coding - Computaris</td>
<td>Computaris</td>
<td>$17,528.83</td>
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<tr>
<td>Project Development Cost</td>
<td>Recology</td>
<td>$8,690.77</td>
<td>$1,738.15</td>
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<td>SBR Accounting Modifications</td>
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<td>$4,567.00</td>
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<td>$125,186.60</td>
<td>$25,037.32</td>
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**Annual Operating - Assuming 15,600 Vouchers per Year**

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<thead>
<tr>
<th>Item</th>
<th>Company/Individual</th>
<th>Total Cost</th>
<th>Annual Cost</th>
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<tbody>
<tr>
<td>Computaris Operation Fee</td>
<td>Computaris</td>
<td>$28,046.16</td>
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<td>Hardware - Replacement</td>
<td>Recology</td>
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<tr>
<td>Hardware - IT OPS Technical Services</td>
<td>Recology</td>
<td>$8,400.00</td>
<td>$8,400.00</td>
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<td>PC Scales Maintenance</td>
<td>SBR</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
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<td>CSR Hours</td>
<td>Recology</td>
<td>$154,608.75</td>
<td>$123,687.00</td>
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<td>Printing</td>
<td>Recology</td>
<td>$1,872.00</td>
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<td>Mailing</td>
<td>Recology</td>
<td>$7,800.00</td>
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<td>Total</td>
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<td>$208,226.91</td>
<td>$175,370.76</td>
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**TOTAL PROGRAM COST**

$233,264.23  $200,408.08

**Operating Ratio (90.5%)**

$24,486.30  $21,037.31

**Total Compensation**

$257,750.53  $221,445.39

**Additional Analysis of Program Cost for BIC Vouchers + Pilot Programs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>Fixed Cost</td>
<td>$76,224.84</td>
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<tr>
<td>Variable Cost per Voucher</td>
<td>$11.64</td>
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<tr>
<td></td>
<td>$9.31</td>
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</tbody>
</table>
# ATTACHMENT U

RESIDENTIAL ON-CALL BULKY ITEM COLLECTION SERVICE AND ABANDONED WASTE COLLECTION SERVICE ROUTE COST

<table>
<thead>
<tr>
<th>Bulky Item Collection Costs</th>
<th>Additional BIC Route</th>
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<tr>
<td></td>
<td>2021 Dollars</td>
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<tr>
<td><strong>Annual Cost of Operations</strong></td>
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<tr>
<td>Direct Labor-Related Costs</td>
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<tr>
<td>Wages for CBAs</td>
<td>$269,064</td>
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<tr>
<td>Benefits for CBAs</td>
<td>$148,795</td>
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<tr>
<td>Payroll Taxes</td>
<td>$21,889</td>
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<td>Workers Compensation Insurance</td>
<td>$27,294</td>
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<td>Total Direct Labor Related-Costs</td>
<td>$467,042</td>
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<tr>
<td>Direct Fuel Costs</td>
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<td>Other Direct Costs</td>
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<td><strong>Depreciation</strong></td>
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<tr>
<td>- Collection Vehicles</td>
<td>$51,433</td>
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<tr>
<td>- Containers</td>
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<td>Total Depreciation</td>
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<td>Allocated Indirect Costs excluding Depreciation</td>
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<td>General and Administrative</td>
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<tr>
<td>Operations</td>
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<tr>
<td>Vehicle Maintenance</td>
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<tr>
<td>Container Maintenance</td>
<td>$0</td>
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<tr>
<td>Total Allocated Indirect Costs excluding Depreciation</td>
<td>$0</td>
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<tr>
<td>Total Allocated Indirect Depreciation Costs</td>
<td>$0</td>
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<tr>
<td><strong>Total Annual Cost of Operations</strong></td>
<td>$559,446</td>
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<tr>
<td><strong>Profit</strong></td>
<td>$58,726</td>
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<tr>
<td><strong>Operating Ratio</strong></td>
<td>90.5%</td>
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<tr>
<td><strong>Total Operating Costs before Pass-Through Costs</strong></td>
<td>$618,173</td>
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<td><strong>Contractor Pass-Through Costs</strong></td>
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<tr>
<td>Interest Expense</td>
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<tr>
<td><strong>Total Contractor Pass-Through Costs</strong></td>
<td>$13,198</td>
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<tr>
<td><strong>TOTAL BASE CONTRACTOR'S COMPENSATION</strong></td>
<td>$631,371</td>
</tr>
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</table>

Note - Collection Vehicle Depreciation and Interest Expense are flat beginning in the year of implementation. Purchase price will inflate until the purchase date.
SHOREWAY OPERATIONS AND CONTRACT MANAGEMENT
STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
Date: April 23, 2020 SBWMA Board of Directors Meeting
Subject: Resolution Approving an Amendment to South Bay Recycling’s 2020 Compensation Tonnage Rate for Transfer Station Material Handling

Recommendation
Staff recommends the Board approve of Resolution 2020-17 attached hereto authorizing the following action:

- Approval amending South Bay Recycling’s (SBR) 2020 Compensation tonnage rate for Transfer Station Material Handling from $13.95 per ton to $13.97 per ton.

Analysis
On September 26, 2019 the Board approved SBR’s 2020 Compensation Application, which included a Transfer Station Material Handling compensation rate of $13.95 per ton. SBR's Final Compensation Application contained a Transfer Station rate of $13.97 per ton. The amount of $13.95 per ton was presented to the Board for approval, as Staff had identified and communicated a perceived error to SBR, which was not corrected by SBR on their Final Compensation Application.

SBR subsequently advised Staff that this was not an error in the 2020 Compensation Application, rather an intentional correction of the prior (2019) year rate, which resulted in a $.02 correction to the 2020 rate per ton. This adjustment would be effective January 1, 2020 to create an accurate base for SBR’s compensation for the remaining four years of the Operating Agreement. This contract expires December 31, 2023.

Staff has verified the recommended correction of the 2019 Rate Application and resulting $.02 adjustment to the 2020 rate per ton retroactively applied to January 1, 2020.

Fiscal Impact
Correcting the SBR’s Transfer Station Material Handing rate will result in an annual fiscal impact of roughly $7,000.

Attachments:
Resolution 2020-17
Attachment A – SBWMA Staff Report Reviewing the 2020 South Bay Recycling Compensation Application
RESOLUTION NO. 2020-17
RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS
APPROVING AN AMENDMENT TO SOUTH BAY RECYCLING’S 2020 COMPENSATION APPLICATION FOR TRANSFER STATION MATERIAL HANDLING

WHEREAS, The South Bayside Waste Management Authority (SBWMA) prepared and issued to the SBWMA Board of Director’s on September 26, 2019 the SBWMA Final Report on Review of 2020 South Bay Recycling’s (SBR) Compensation Application (Report); and

WHEREAS, The Transfer Station Material Handling Rate per ton was approved by the Board at $13.95 per ton at the September 26, 2019 Board of Directors Meeting, and

WHEREAS, SBR’s Final Compensation Application contained a Transfer Station Rate of $13.97 per ton, and

WHEREAS, Staff has reviewed and verified the corrected rate of $13.97 per ton.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves amending SBR’s 2020 Compensation Tonnage Rate for Transfer Station Material Handling from $13.95 per ton to $13.97 per ton.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 23rd day of April, 2020, by the following vote:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
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<tbody>
<tr>
<td>Atherton</td>
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<td>Menlo Park</td>
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<td>Belmont</td>
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<td>Redwood City</td>
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<tr>
<td>Burlingame</td>
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<td>San Carlos</td>
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<td>East Palo Alto</td>
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<td>San Mateo</td>
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<td>Foster City</td>
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<td>County of San Mateo</td>
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<tr>
<td>Hillsborough</td>
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<td>West Bay Sanitary Dist.</td>
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</tr>
</tbody>
</table>

I HEREBY CERTIFY that the foregoing Resolution No. 2020-17 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 23, 2020.

Jess E. (Jay) Benton, Chairperson of SBWMA

ATTEST:

Cyndi Urman, Board Secretary
STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
       Hilary Gans, Sr. Operations & Contracts Manager
Date: September 26, 2019 SBWMA Board of Directors Meeting
Subject: Resolution Approving the South Bay Recycling 2020 Compensation Application and the Final SBWMA Report

Recommendation
Staff recommends the Board approve of Resolution 2019-52 attached hereto authorizing the following action:


Summary
The SBWMA has reviewed the SBR 2020 Compensation Application and SBR has modified the application as necessary to address comments and concerns. Staff has verified that the Compensation Application is complete and meets the requirements of the Facility Operations Agreement. The Total Compensation for SBR in 2020 is recommended to be $19,779,506 which is $397,347 (2.1%) higher than in 2019.

Analysis
Total Compensation for SBR in 2020 is recommended to be $19,779,506 which is $397,347 (2.1%) higher than in 2019. Notable variances include: 1) a decrease in non-CBA Labor (VRS) of 3.11% effecting the MRF service element, 2) a scheduled reduction in Interest Expense that is 64.1% lower than prior year and, 3) a 18.8% increase in the fuel index. Table 1 provides a summary of the specific dollar amounts of the major elements impacting the increase from SBR's 2019 compensation.

The decrease in non-CBA Labor (VRS) is the result of a modification to SBR's 2020 Compensation Application related to applying profit to the VRS Program costs twice in the Compensation Application. This modification also applies the compensation in prior years to the benefit of the SBWMA - The SBWMA and SBR will make corrections to prior year compensation and Staff will report the results of the compensation modification to the Board at a subsequent Board Meeting.
Table 1.

<table>
<thead>
<tr>
<th>SOUTH BAY RECYCLING</th>
<th>2019</th>
<th>Adjustment</th>
<th>2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Cost</td>
<td>Total Cost</td>
<td>Fee/Ton</td>
<td>%</td>
</tr>
<tr>
<td>Transfer Station</td>
<td>$4,844,789</td>
<td>$13.54</td>
<td>3.0%</td>
</tr>
<tr>
<td>Recyclable Materials Processing, net of Residue</td>
<td>$6,817,455</td>
<td>$92.10</td>
<td>1.0%</td>
</tr>
<tr>
<td>Transportation (cost/ton-mile)</td>
<td>$6,834,758</td>
<td>$1.13</td>
<td>3.2%</td>
</tr>
<tr>
<td>Total Operating Cost</td>
<td>$18,497,002</td>
<td>$19.11</td>
<td>2.4%</td>
</tr>
<tr>
<td>Contractor Pass-Through Costs</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Interest</td>
<td>$60,158</td>
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<tr>
<td>Buyback Payments</td>
<td>$825,000</td>
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<tr>
<td>Total Contractor Pass-Through Cost</td>
<td>$885,158</td>
<td>-4.4%</td>
<td>$846,612</td>
</tr>
<tr>
<td>Total Compensation</td>
<td>$19,382,160</td>
<td>2.1%</td>
<td>$19,779,506</td>
</tr>
</tbody>
</table>

(Note: the total costs shown in the above table are for illustration purposes and that the actual payment to SBR is based on the approved payment per ton times the actual number of tons received at the Shoreway facility).

**Background**
Each year, the SBR Compensation Application is brought forward to the TAC and Board simultaneously with the Recology San Mateo County (RSMC) report (this application was reviewed at the joint 9/12/19 BOD/TAC meeting and there were no questions).

On July 5, 2019 SBR submitted a 2020 Compensation Application to the SBWMA, as required under the Shoreway Operations Agreement (Article 7.12 prescribes the process by which this application is reviewed and the company’s compensation is approved). The SBWMA staff reviewed the SBR 2020 Compensation Application for completeness, accuracy and consistency and issued a SBWMA Draft Report Review of 2020 South Bay Recycling Compensation Application on August 15th. The SBWMA staff requested that Member Agencies provide input on the Daft Report by August 26th. The County of San Mateo submitted questions on the August 15 Draft Report. Their questions were addressed by the SBWMA and resulted, in part, to the VRS modification noted in this staff report.

**Rate Setting and Approval Process**
It is important to note that the approved compensation for SBR will be part of the 2020 Shoreway tip fees to be charged at the Shoreway facility. (The Shoreway tip fees are based on all the SBWMA operating costs that include SBR’s compensation, off-site disposal and processing expense, fees paid to San Carlos, and SBWMA program budget, less commodity revenue). SBWMA operating cost, based on Shoreway tipping fees, are included as a pass-through expense in the calculation of each Member Agency’s total Collection Revenue Requirement (shown as “Disposal and Processing Fees” the SBWMA Report Reviewing the 2020 Recology San Mateo County Compensation Application) for setting solid waste collection rates.

**Fiscal Impact**
The SBR 2020 Compensation Application indicates that the company’s Total Compensation will increase by $397,347 or 2.1% over prior year (compared to last year’s adjustment of 2.8%). Details of SBR compensation can be found in Exhibit A: SBWMA Report - Review of 2020 South Bay Recycling Compensation Application.

**Attachments:**
- **Resolution 2019-52**
- **Exhibit A** – SBWMA Final Report Reviewing the 2020 South Bay Recycling Compensation Application
RESOLUTION NO. 2019-52
RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS
APPROVING THE SOUTH BAY RECYCLING 2020 COMPENSATION APPLICATION AND THE FINAL SBWMA REPORT

WHEREAS, The South Bayside Waste Management Authority (SBWMA) prepared and issued to the SBWMA Board of Director’s on September 26, 2019 the SBWMA Final Report on Review of 2020 South Bay Recycling (SBR) Compensation Application (Report); and

WHEREAS, SBWMA staff requested Board Member and Member Agency review of a Draft Report (concurrent with review of the Draft Report on 2020 RSMC Compensation Application) and requested comments, questions and concerns to be submitted by August 26, 2019; and

WHEREAS, SBWMA revised the Draft Report based on any comments received from Board Members and Member Agencies and additional information provided by SBR and issued the Final Report (Exhibit A) to the Board of Directors; and

WHEREAS, the Final Report recommends adjustments to SBR’s compensation from its 2019 base costs to 2020.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the SBWMA Final Report on Review of 2020 South Bay Recycling Compensation Application.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of September, 2020, by the following vote:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
<th>Agency</th>
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<tr>
<td>Atherton</td>
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<td>Hillsborough</td>
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<td>West Bay Sanitary Dist.</td>
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</tr>
</tbody>
</table>

I HEREBY CERTIFY that the foregoing Resolution No. 2019-52 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on September 26, 2019.

Jess E. (Jay) Benton, Chairperson of SBWMA

ATTEST:

Cyndi Urman, Board Secretary
PUBLIC EDUCATION AND OUTREACH

Agenda Item 8
STAFF REPORT

To: SBWMA Board Members
From: Julia Au, Outreach and Communications Manager
Date: April 23, 2020 Board of Directors Meeting
Subject: Resolution Approving One-Year Contract with up to Two Additional Option years for a Not-to-Exceed Total Contract Value of $94,500 with Ascent Environmental for Preparation of CalRecycle’s Electronic Annual Reports for 10 SBWMA Member Agencies

Recommendation
It is recommended that the SBWMA Board of Directors approve Resolution No. 2020-18 attached hereto authorizing the following action:

Approval of a one-year contract with up to two additional option years for a not-to-exceed total contract value of $94,500 with Ascent Environmental for preparation of CalRecycle's Electronic Annual Reports for 10 SBWMA Member Agencies.

Summary
To meet current and necessary requirements of California State Law for annual solid waste reporting and after, a public procurement review via the RFQ process, Staff recommends going into contract with Ascent Environmental for preparation of CalRecycle’s Electronic Annual Reports (EARS) for 10 SBWMA Member Agencies for a base year term of not-to-exceed amount of $31,500, with the ability to execute up to two additional optional years for a total not-to-exceed amount of $94,500.

Analysis
As a highly value-added service to its Member Agencies, SBWMA provides annual support to its ten Member Agency cities and towns (The County of San Mateo submits their own report to CalRecycle, and the West Bay Sanitary District is not required to submit a report). Since 1999, this expert technical support has been supplemented by Ascent Environmental (Sacramento).

On February 10, 2020, an RFQ for technical support services to prepare CalRecycle's EARS was released on behalf of the Agency’s ten cities and towns. The SBWMA received two responses by the March 6, 2020 deadline.

SBWMA Staff along with three TAC members and Recology staff reviewed and evaluated the submitted proposals. The reviewers consisted of Roxanne Murray, TAC Vice Chair (San Mateo), Adrian Lee, TAC Alternate (Redwood City), Tamara Shapero, TAC Alternate (San Carlos), Mia Rossi (Recology), and Julia Au (SBWMA Outreach and Communications Manager). The group discussed the two proposals and unanimously selected Ascent Environmental.

Based on Ascent's extensive previous experience with our Agency including familiarity of our service area, understanding the relationship with CalRecycle, and strong references from Recology and SBWMA TAC.
members regarding positive existing and timely responsiveness of Ascent staff, in addition to being the lower cost proposal, Staff recommends Ascent Environmental to provide these technical support services for preparing CalRecycle’s EARs. In addition, Ascent’s experience with the SB 1383 Environmental Impact Report will prove useful as CalRecycle reporting moves towards inclusion of SB 1383 regulations in future reporting years. The proposed contract with Ascent Environmental can be found in Exhibit A, which includes a full scope of work, timeline and detailed costs.

**Background**
The SBWMA provides support on behalf of the ten Member Agency cities and towns in the preparation and submittal of their EARs to CalRecycle. The report is the jurisdiction’s self-assessment of its annual compliance in implementing the Integrated Waste Management Act of 1989 that every city with an approved planning document (in our case, a source reduction and recycling element-SRRE) must comply with. The report summarizes each jurisdiction’s progress in reducing solid waste as required by California State Law.

**Fiscal Impact**
The adopted FY19/20 budget has $32,000 designated for these services (line item 42).

**Attachments:**
- Resolution 2020-18
- Exhibit A – Proposed Contract with Ascent Environmental for Preparation of CalRecycle’s Electronic Annual Reports for 10 SBWMA Member Agencies
- Attachment A – Ascent Environmental RFQ Response Document – available online only
- Attachment B – SBWMA Electronic Annual Reports RFQ – available online only
RESOLUTION NO. 2020-18
RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A ONE YEAR CONTRACT WITH UP TO TWO ADDITIONAL OPTION YEARS FOR A TOTAL CONTRACT VALUE OF $94,500 WITH ASCENT ENVIRONMENTAL FOR CALRECYCLE’S ELECTRONIC ANNUAL REPORTS FOR 10 SBWMA MEMBER AGENCIES

WHEREAS, the SBWMA Board of Directors has considered entering into an agreement with Ascent Environmental for the purpose of providing the following services:

Preparation of CalRecycle’s Electronic Annual Reports (EARs) for 10 SBWMA Member Agencies for one base year starting May 1, 2020 as described in the contract attached hereto as Exhibit A, and;

WHEREAS, California’s Integrated Waste Management Act of 1989 requires jurisdictions to show progress in reducing solid waste, meeting their per capita disposal targets, and implementing successful diversion programs;

WHEREAS, the SBWMA provides support on behalf of the ten Member Agency cities and towns to prepare and submit the annual EARs to CalRecycle;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a one-year contract with Ascent Environmental for CalRecycle’s Electronic Annual Reports for 10 SBWMA member agencies with a not-to-exceed of $31,500, with the possible execution of an optional term up to two additional years, for a total contract value not-to-exceed $94,500.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 23rd day of April, 2020, by the following vote:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Yes</th>
<th>No</th>
<th>Abstain</th>
<th>Absent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atherton</td>
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<tr>
<td>Belmont</td>
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<tr>
<td>Burlingame</td>
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<tr>
<td>East Palo Alto</td>
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<tr>
<td>Foster City</td>
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<tr>
<td>Hillsborough</td>
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<tr>
<td>Menlo Park</td>
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<tr>
<td>Redwood City</td>
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<tr>
<td>San Carlos</td>
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<tr>
<td>San Mateo</td>
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<tr>
<td>County of San Mateo</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>West Bay Sanitary Dist</td>
<td></td>
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</tbody>
</table>

I HEREBY CERTIFY that the foregoing Resolution No. 2020-18 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on April 23, 2020.
This Agreement is made and entered into as of the 24th day of April, 2020 by and between
the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called
"AUTHORITY" and ASCENT ENVIRONMENTAL hereinafter called "CONSULTANT".

RECITALS

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

A. That AUTHORITY desires to engage CONSULTANT to provide professional services;

B. That CONSULTANT is qualified to provide such services to the AUTHORITY and;

C. That the AUTHORITY has elected to engage the services of CONSULTANT upon the
terms and conditions as hereinafter set forth.

1. Services. The services to be performed by CONSULTANT under this
Agreement shall include those services set forth in Exhibit A, which is, by
this reference, incorporated herein and made a part hereof as though it were
fully set forth herein.

Performance of the work specified in said Exhibit A 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 the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over
any terms set forth in Exhibit A.

2. Term; Termination.
(a) The initial term of this Agreement shall commence upon the date
hereinabove written and shall expire twelve months thereafter.
AUTHORITY has the option to extend this agreement for two additional one-
year terms by giving written notice to CONSULTANT no later than ninety
(90) days before the end of the then existing term.

(b) Notwithstanding the provisions of (a) above, either party may terminate
this Agreement without cause by giving written notice not less than ten (10)
days prior to the effective date of termination, which date shall be included
in said notice. In the event of such termination, AUTHORITY shall
compensate CONSULTANT for services rendered, and reimburse
CONSULTANT for costs and expenses incurred, to the date of termination,
calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of AUTHORITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to AUTHORITY hereunder.

3. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder in an amount based upon CONSULTANT’s hourly rates during the time of the performance of said services. A copy of CONSULTANT’s hourly rates for which services hereunder shall be performed are set forth in CONSULTANT’s fee schedule included in Exhibit A, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder during the initial term shall not exceed the sum Thirty-One Thousand Five Hundred Forty Dollars ($31,540) unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by AUTHORITY’s Executive Director (for contracts less than $50,000) or AUTHORITY Board (for contracts $50,000 or more) evidenced by motion duly made and carried. During the second and third 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 Stated Department of Labor for the San Francisco - Oakland - San Jose, California area.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to AUTHORITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as per Exhibit B.

4. Additional Services. In the event AUTHORITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by AUTHORITY’s Executive Director (for contracts less than $50,000) or AUTHORITY Board (for contracts $50,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to
AUTHORITY for review and copying during regular business hours at CONSULTANT’s place of business or as otherwise agreed upon by the parties.

6. **Authorization.** This Agreement becomes effective when endorsed by both parties in the space provided below.

7. **Reliance on Professional Skill of CONSULTANT.** CONSULTANT represents that it has the necessary professional skills to perform the services required and the AUTHORITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.

8. **Documents.** All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY.

9. **Relationship of Parties.** It is understood that the relationship of CONSULTANT to the AUTHORITY 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 AUTHORITY.

10. **Schedule.** CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that AUTHORITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT’s work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

   CONSULTANT acknowledges the importance to AUTHORITY of AUTHORITY’s Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.

11. **Indemnity.** To the fullest extent allowed by law, CONSULTANT hereby agrees to defend, indemnify, and save harmless AUTHORITY, its boards, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, AUTHORITY, its boards, officers, employees, and agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.
The duty of CONSULTANT to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

12. Insurance. CONSULTANT shall acquire and maintain Workers’ Compensation, employer’s liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT’s services to be performed hereunder covering AUTHORITY’s risks in form subject to the approval of the AUTHORITY Attorney and/or AUTHORITY’s Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<table>
<thead>
<tr>
<th>Insurance Category</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>statutory minimum</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per accident for bodily injury or disease</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per occurrence and $2,000,000 aggregate for bodily injury, personal injury and property damage</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT’s vehicle usage in performing services hereunder)</td>
</tr>
<tr>
<td>1Professional Liability</td>
<td>$1,000,000 per claim and aggregate</td>
</tr>
</tbody>
</table>

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the AUTHORITY as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits

\[1\] Note: Professional liability insurance coverage is not required if the CONSULTANT is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is NOT required for this agreement. □ Recommended [Project Manager] □ Approved [Risk Manager]
specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

CONSULTANT agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by CONSULTANT shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. CONSULTANT shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement and will provide proof of compliance to the AUTHORITY prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

(a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AUTHORITY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;

(b) Naming the South Bayside Waste Management Authority, its officers, boards, employees, and agents, as additional insureds; and

(c) Providing that CONSULTANT’s insurance coverage shall be primary insurance with respect to South Bayside Waste Management Authority, its officers, boards, employees, and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, and agents shall be in excess of CONSULTANT’s insurance and not contributory with it. CONSULTANT and its insurer may not seek contribution from AUTHORITY’s insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of AUTHORITY, to the extent required by this Agreement, before
the AUTHORITY’s insurance or self-insurance may be called upon to protect AUTHORITY as a named Insured.

All self-insured retentions (SIR) must be disclosed to AUTHORITY for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named CONSULTANT/Named Insured or AUTHORITY.

AUTHORITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to CONSULTANT and AUTHORITY in the same manner and to the same extent as CONSULTANT is bound to AUTHORITY under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor’s work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

CONSULTANT shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event CONSULTANT fails to obtain or maintain completed operations coverage as required by this Agreement, the AUTHORITY at its sole discretion may purchase the coverage required and the cost will be paid by CONSULTANT.

13. WORKERS’ COMPENSATION. CONSULTANT certifies that he is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. NON-DISCRIMINATION. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities.
CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AUTHORITY setting forth the provisions of this non-discrimination clause.

15. Notice. All notices required by this Agreement shall be given to the AUTHORITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070
Attention:
Julia Au, Outreach and Communications Manager
Grant Ligon, Management Analyst III

CONSULTANT: Ascent Environmental
Nanette Hansel, Senior Environmental Planner
455 Capitol Mall Suite 300
Sacramento, CA 95814
Phone: 775-339-1420
nanette.hansel@ascentenvironmental.com

16. Non-Assignment. This Agreement is not assignable either in whole or in part.

17. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.

18. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

19. Governing Law. 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 to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney’s fees and expenses of litigation of the successful party.

20. 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.

21. Conflict of Interest. VENDOR may serve other clients, but none that would place VENDOR in a "conflict of interest" as that term is defined in State law.
22. **Entire Agreement.** This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.

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

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: ____________________________

JAY BENTON, Board President

ATTEST:

Dated: ____________________________

Cyndi Urman, Board Secretary

APPROVED AS TO FORM

Dated: ____________________________

Jean Savaree, Legal Counsel

CONSULTANT

Dated: ____________________________

Sydney B. Coatsworth, Principal
April 6, 2020

Julia Au
Outreach and Communications Manager
South Bayside Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA, 94070

Subject: Scope of Work to Prepare Electronic Annual Reports for 10 SBWMA Jurisdictions

Dear Julia:

Completion of the CalRecycle online Electronic Annual Report (EAR) requires each SBWMA member agency to demonstrate its progress in reducing solid waste disposal, achieving and sustaining per capita and per employee disposal targets, and implementing successful diversion programs. Each annual report will include a calculation of the jurisdiction’s compliance with the jurisdiction-specific per capita disposal and per employee targets, as well as the status of planned and implemented Source Reduction and Recycling Element (SRRE) and Household Hazardous Waste Element (HHWE) programs (Planning Annual Report Information System [PARIS] update), as accomplished through implementation of the SBWMA Long Range Plan. The annual reports will be completed using CalRecycle’s EAR System.

PARIS sets forth program codes developed by CalRecycle to give a general description of the types of diversion programs that are implemented statewide. The PARIS update will include an update of programs implemented and/or expanded in 2019 and notes on ongoing programs not already documented in CalRecycle’s PARIS database. To fully characterize 2019 program implementation, Ascent staff will discuss program activities and status with staff from Recology, the SBWMA, San Mateo County, other SBWMA consultants, and member agencies, as appropriate.

Ascent will solicit input from member agencies by sending a request for information letter to each jurisdiction giving them about one month to reply. Ascent will make follow-up phone calls to member agency staff to seek this information if a response is not received. Based on the discussions and input received, Ascent will draft summary program notes for SBWMA staff to review before entering data into the EAR system. Ascent staff will work directly with SBWMA and member agency staff to produce draft and final versions of the annual reports and will seek authorization for submittal directly from member agency representatives.

With respect to achievement of per capita and per employee disposal targets, Ascent will review the CalRecycle-generated estimates for reasonableness and consistency with past years. As needed, Ascent will investigate any disposal anomalies in coordination with the SBWMA, Recology, SBR, and member agency staff.

Ascent staff will report on AB 2176 qualifying large venues and events, as needed (not all jurisdictions have events or venues that meet the reporting thresholds of AB 2176). It is also anticipated that the 2019 Annual Reports will need to again emphasize Mandatory Commercial Recycling (MCR; AB 341) and Mandatory Commercial Organics Recycling (MORE; AB 1826) program implementation, monitoring, and outreach. Our scope and cost estimate assume that the quantitative information required for reporting will be provided by
Recology and SBR and that SBWMA and member agency staff will help define program changes. Ascent will work with SBWMA and County staff to prepare robust answers to questions related to AB 876 pertaining to organics infrastructure and barriers.

Ascent’s project manager, Nanette Hansel, will participate in one conference call with the SBWMA Technical Advisory Committee to share information and answer questions on the annual report process. Nanette will attend one in-person meeting, if desired.

**Timeline**

The Ascent team will manage the project so that the schedule established at the beginning is maintained to the degree it is under our control. The following presents our proposed schedule for preparing the EAR for the 10 SBWMA member agencies.

<table>
<thead>
<tr>
<th>Schedule for 2019 Electronic Annual Reports to CalRecycle</th>
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<tbody>
<tr>
<td>Work Product/Milestone</td>
</tr>
<tr>
<td>Request for Information Letter sent to member agency staff</td>
</tr>
<tr>
<td>(requests information on jurisdiction-specific source reduction, recycling, composting, and outreach activities implemented in the prior year)</td>
</tr>
<tr>
<td>Draft consolidated program notes for SBWMA review</td>
</tr>
<tr>
<td>Draft Electronic Annual Reports to SBWMA and member agencies for review</td>
</tr>
<tr>
<td>Final EAR submitted electronically to CalRecycle</td>
</tr>
</tbody>
</table>

**Costs**

The proposed price to prepare the electronic annual reports for the 10 SBWMA member agencies is outlined below. To promote clarity, the following assumptions explain the basis of the proposed price. The price is estimated based on a good-faith, current understanding of the project’s needs.

1. **Price and Staff Allocation to Tasks.** The proposed price has been allocated to tasks. Work has been assigned to the identified staff or labor category. Ascent may reallocate budget or staff among tasks, as needed, as long as the total contract price is not exceeded.

2. **Scope of Analysis.** The price is based on the proposed scope of analysis. If new technical issues, alternatives, field surveys, modeling, or analysis is identified after contract execution, a budget amendment would be warranted.
## Cost Estimate to Complete 2019 Electronic Annual Reports

<table>
<thead>
<tr>
<th>Task 1:</th>
<th>Description</th>
<th>Price</th>
<th>Hours</th>
<th>Sydney Coatsworth</th>
<th>Nanette Hansel</th>
<th>Jessica Mitchell</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Data Collection and Consolidation</td>
<td>$6,450</td>
<td>34</td>
<td>$265/hr</td>
<td>$225/hr</td>
<td>$105/hr</td>
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<tr>
<td>1.2</td>
<td>Coordinate with Recology/SBWMA on AB 2176, AB 341, and AB 1826 Detail</td>
<td>$5,400</td>
<td>24</td>
<td></td>
<td>$225/hr</td>
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<tr>
<td>1.3</td>
<td>Complete On-Line Annual Report Form for 10 jurisdictions</td>
<td>$7,400</td>
<td>40</td>
<td></td>
<td>$225/hr</td>
<td>$105/hr</td>
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<tr>
<td>1.4</td>
<td>Review Updated PARIS Program Notes Form</td>
<td>$4,580</td>
<td>20</td>
<td></td>
<td></td>
<td>$18/hr</td>
</tr>
<tr>
<td>1.5</td>
<td>Respond to SBWMA/Member Agency comments on Draft EARs/Submit Final EARs</td>
<td>$4,760</td>
<td>24</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>1.6</td>
<td>Participate in conference call with TAC</td>
<td>$450</td>
<td>2</td>
<td></td>
<td></td>
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<tr>
<td>1.7</td>
<td>Contract/project management</td>
<td>$1,880</td>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Labor Subtotal** | $30,920 | 152 | 8 | 114 | 30 |

**Direct Costs** | $620 |
| Postage, printing, copying, and phone | $20 |
| Travel expenses | $600 |

**Total Price** | $31,540 |

We look forward to working with you on this important project. If you have any questions regarding our scope of work and cost estimate, please feel free to contact us.

Sincerely,

Sydney B. Coatsworth  
Principal  
p: 916.930.9185  
e: Sydney.Coatsworth@ascentenvironmental.com

Nanette Hansel  
Senior Project Manager  
p: 775.339.1420  
e: Nanette.hansel@ascentenvironmental.com
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

<table>
<thead>
<tr>
<th>TASK 1 TITLE/Description</th>
<th>Professional Personnel:</th>
<th>Hours:</th>
<th>Rate:</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>John Doe</td>
<td>1.5</td>
<td>$200.00</td>
<td>$300.00</td>
</tr>
<tr>
<td></td>
<td>Jane Smith</td>
<td>1.0</td>
<td>$100.00</td>
<td>$100.00</td>
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<tr>
<td></td>
<td>TOTALS:</td>
<td>2.0</td>
<td></td>
<td>$400.00</td>
</tr>
</tbody>
</table>

TOTAL THIS TASK: $400

<table>
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TOTAL THIS INVOICE $1,000.00

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EXHIBIT C

INSURANCE FORMS

CONSULTANT shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 12 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form
## Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 3/15/2020

**Producer:** Dealey, Renton & Associates

**Contact Name:** Nancy Ferrick

**Phone/Aux. No. Ext:** 510-465-3090

**Fax (A/C No.):** 510-452-2193

**Address:** nferrick@dealeyrenton.com

**Certificate Number:** 430088341

**Revision Number:**

**This Certificate is Issued as a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitute a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Insured

- **Ascent Environmental, Inc.**
  - Address: 455 Capitol Mall, Suite 300
  - Sacramento CA 95814-4405

### Insurer

- **The Travelers Indemnity Company of Connecticut**
- **Travelers Property Casualty Company of America**

### Details

- **PRODUCER:** Dealey, Renton & Associates
- **LICENSE #:** 0020739
- **P. O. Box:** 12675
- **Oakland CA 94604-2675**

### COVERAGES

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### Description of Operations

**Re: Project No. 19010102.01 SBWMA-2018 Electronic Annual Reports. South Bayside Waste Management Authority, its employees, officers and member entities are named as additional insured for General and Auto Liability as required by written contract or agreement. General Liability insurance is primary and non-contributory per policy form.**

### Certificate Holder

**South Bayside Waste Management Authority**

610 Elm Street, Suite 202

San Carlos, CA 94170

**Authorized Representative:**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**ACORD 25 (2014/01)**

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STAFF REPORT

To: SBWMA Board Members
From: Julia Au, Outreach and Communications Manager
Date: April 23, 2020 Board of Directors Meeting
Subject: Review of SBWMA 2019 Annual Report

Recommendation:
This staff report is for discussion purposes only and no formal action is requested of the Board of Directors.

Summary
The purpose of this report is to provide the Board a first look at the final 2019 SBWMA Annual Report.

Each year, the SBWMA produces an annual capabilities report of the Agency’s key financials and program accomplishments by the April Board meeting. This report is considered an essential communications document that helps the general public understand the work that our Agency and contracting partners do on the rate payers’ behalf and why we do it. It should also be noted that the San Mateo County Civil Grand Jury has historically provided a directive for the SBWMA to issue an annual report on the agency’s activities and initiatives as part of a fully transparent governance model regarding the agency’s structure, its leadership, its priorities, mandates and accomplishments.

Analysis
The 2019 Annual Report was put together by Staff and a graphic designer and highlights the SBWMA activities and major accomplishments which you will find detailed in Attachment A. The Report will also be available on the Agency’s website after Board review.

Background
On July 31, 2018, the San Mateo County Grand Jury issued a report entitled South Bayside Waste Management Authority Board: Stakeholder Satisfaction with a Board of Elected Officials. The Report included a series of findings and recommendations addressed to SBWMA that included failure to provide annual Agency reports on its website. Staff subsequently put together a 2017 Annual Report in November 2018 and has established internal procedures to produce an annual report for public distribution every year.

Fiscal Impact
The Agency has allocated in FY 19/20 $2,500 for Annual Reports.

Attachments:
Attachment A – SBWMA 2019 Annual Report
A Message from Our Executive Director

2019 was a year of accomplishment. We started implementing numerous projects and programs while also growing as an Agency. We also started comprehensive planning for SB 1383, a sweeping new California State law aimed at reducing organic waste that is landfilled, which has major long term implications to our service area customers. There was nothing short of excitement, new energy, and high activity at RethinkWaste in 2019.

We began the year with a newly hired legislative and regulatory firm to increase our presence in Sacramento that resulted with us co-sponsoring legislation to make battery manufacturers responsible for the safe handling and disposal of their batteries. While the bill (AB 1509) did not yet get to the Governor’s desk, it did make it through the California Assembly on a 63-0 vote; a big win in our books! The bill is still active in 2020 and we look forward to sharing more in next year’s report.

In 2019, RethinkWaste issued the first ever Green Bonds in San Mateo County for green infrastructure and waste reduction. With approval from our member agencies, we were able to pull $20 million in capital from the refinancing to help fund our Organics-to-Energy pilot and to make improvements to the Materials Recovery Facility (MRF), while still reducing our annual debt service by almost $500,000 a year. The Organics-to-Energy project also received additional support from San Mateo County, who provided an instrumental $1 million grant to help offset the costs. The installation of the project began in Summer 2019, while the Agency’s MRF Phase 1 upgrades were approved by the Board of Directors. A doubling of accomplishments for our facility to move into a new decade.

Our achievements don’t end there; we entered into a new 10 year disposal contract with Ox Mountain Landfill through 2029 and extended South Bay Recycling’s facilities operating agreement to until 2023.

In the midst of this activity, RethinkWaste hired a new Management Analyst, filling a previously vacant and now re-tooled position. Additionally, staffing resources were also authorized to support the Agency’s expanded mandated goals, including a part-time and limited-term technical support for capital projects and ongoing support for the Agency’s mandated public and environmental education goals.

Finally, we successfully transitioned to a new accounting services provider, approved an Environmental Preferable Purchasing policy to better align with our mission and values, completed a major compost outreach campaign, and revamped our RethinkWaste.org website with a new look and feel that also includes a new tour scheduler.

We are so grateful to share our 2019 accomplishments, which were only made possible through the collaborative work of our dedicated Board of Directors, Technical Advisory Committee members that represent our member agencies and the community we serve, Agency Staff, and of course our incredible contractors – Recology and South Bay Recycling. On behalf of all of us, we thank you so much for your continued support and look forward to bringing you more success stories in 2020.

Joe La Mariana
Executive Director
OUR MISSION

To cost effectively design, implement and manage innovative waste reduction and recycling programs and facility infrastructure that fulfills our fiduciary responsibilities to our Member Agencies while achieving community environmental and economic goals.
RethinkWaste: Who Are We?

We are a joint powers authority representing 12 local public agencies (Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, County of San Mateo and West Bay Sanitary District) in San Mateo County. We own the Shoreway Environmental Center in San Carlos, where all recyclables, organic materials, and solid waste are collected, handled, processed and then transported to their final destination.

Staff

Joe La Mariana  
Executive Director

Hilary Gans  
Senior Facilities and Contracts Manager

John Mangini  
Senior Finance Manager

Julia Au  
Outreach and Communications Manager

Emi Hashizume  
Environmental Education Manager

Grant Ligon  
Senior Management Analyst

Cyndi Urman  
Clerk of the Board/Executive Assistant

Matt Southworth  
Senior Facility Projects Engineer  
(part time, limited-term)

Joanna Rosales  
Outreach and Communications Coordinator

Adele Halili  
Environmental Education Associate

Juan Miranda  
Public Spaces Fellow  
(limited term)

Shirley Ng  
Public Spaces Fellow  
(limited term)

Janelle Osteen  
Environmental Education Fellow  
(limited term)

Nadia Thompson  
Environmental Education Fellow  
(limited term)

Laura Wessberg  
Environmental Education Fellow  
(limited term)
Collection and Diversion

Residential Program Overview

Residents in the RethinkWaste service area continue to strongly embrace the weekly Recycle, Compost, and Garbage collection programs. Measured residential diversion rates have leveled off since the inception of this program in 2011. 2019 saw recycling diversion decrease significantly, likely an effect of the changing foreign recycling markets, but organic waste increased, signaling an important improvement as the State heads towards 75% organic waste diversion.

The measured diversion rates are calculated by comparing the amount of materials Recology collected that were recycled or processed as compost versus those that were sent to the landfill for disposal.

Residential Diversion Rate

Percentage change in residential diversion rates from 2018 to 2019.

Recycling 5.66%  
Composting 4.40%  
Garbage 0.33%
Collection and Diversion

Commercial Overview

Businesses and multi-family complexes in the RethinkWaste service area continue to incrementally divert more materials away from landfill incrementally each year. With AB 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Organics Recycling) in full implementation, RethinkWaste continues to work in strong partnership with Recology to educate businesses and multi-family complexes on how they can increase commercial waste diversion.

2019 saw increases in the commercial sector for recycling and organics diversion and decreases in materials sent to landfill. 2019 also saw a large increase in MFD composting, likely due to an expansion of AB 1826 law that now requires generators of 4 or more cubic yards of solid waste, recycling, and organic waste to have composting services.
Shoreway Environmental Center

The RethinkWaste owned 16-acre Shoreway Environmental Center, continues to be integral to the success of the collection services and a valuable asset not only to the RethinkWaste Member Agencies, but to the entire region. The Shoreway Materials Recovery Facility is a LEED® Gold certified building.

The Shoreway Environmental Center receives all the residential and commercial recyclables, organic materials and solid waste collected in the service area by Recology San Mateo County. In 2019, 480,385 tons of materials were handled on this site making it one of the largest facilities in Northern California. The facility is operated by South Bay Recycling on the Agency’s behalf by contract that expires on December 31, 2023.

In 2019, the Shoreway Environmental Center underwent the initial stages of several planned major upgrades. First up was the Public Recycling Center, which was updated to help improve the operational efficiency and customer experience (see photo below).

### Shoreway Facility Tons

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<td>76,443</td>
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<td>120,427</td>
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Percentage change in solid waste from 2018 to 2019 at Shoreway.

480,385 tons of waste materials were handled by the Shoreway facility in 2019
Shoreway Environmental Center Upgrades

The major project that began at the Shoreway Environmental Center was the installation of the organics extrusion system in Summer 2019 (see below photo). This Organics-to-Energy pilot project, when completed in Spring 2020, will turn source-separated organic materials and targeted black cart organic waste into slurry for biodigestion. The pilot phase will process around 50-70 tons of source-separated organics that are currently sent to a composting facility along with 25 tons of targeted, organics-rich loads of black cart trash daily.

This innovative project will be funded by the proceeds from the refinancing of the 2009 Bonds through the issuance of new Solid Waste Enterprise Refunding Revenue Bonds. The Series 2019B Bonds were issued to raise $20 million in new money proceeds to fund priority capital projects, including the Organics-to-Energy pilot and two major upgrades (Phase 1 and 2) to the Materials Recovery Facility (MRF).

MRF Phase 1 was approved by the Board in June 2019 and will include more high-speed, mechanical optical sorting of small fiber materials to reduce contaminates while capturing even higher value grade paper. There will also be an enhanced glass cleanup system that will remove glass system contaminants and increase commodity capture revenue through a combination of magnets, screening, and air jets. This project is expected to be completed in mid-2020.
Tours Program

In 2019, the RethinkWaste team hosted 229 tours at Shoreway Environmental Center! Despite on-site construction during the latter half of 2019 and the temporary suspension of public tours during the construction, the Tour Program still managed to reach a total of 5,932 visitors. Tour participants included 4,417 students and chaperones, 568 staff from businesses and organizations, and 947 members of the community (both within and outside of the RethinkWaste service area). Additionally, more than half of the visiting school groups received no-cost bus services to transport students, teachers, and chaperones to and from Shoreway.

The RethinkWaste Tour Program continues to offer a unique experience – since 2011, over 45,000 visitors have enjoyed front row seats to see and hear how a solid waste facility operates. The tour includes information about where compostable, recyclable, and landfill materials are taken, how they are processed, and the correct bins they belong in. Visitors can positively impact their home, school, and work communities by practicing and sharing their new knowledge of resource conservation and waste reduction. RethinkWaste Staff takes it one step further by asking participants to think critically about their role in waste generation and consider the importance of decreasing the waste they produce.

In July of 2019, the Shoreway Environmental Center introduced an exciting new exhibit, the MicroSafari. The MicroSafari provides visitors the platform to magnify and examine the microscopic ecosystems within a compost sample. Tour participants discover the wide variety of organisms that create compost and learn why it’s so important to be mindful of what goes into the compost bin.

2019 Environmental Education Accomplishments

229 school and public tours

5,932 tour visitors

76 no-cost bus trips for 3rd-5th grade classes

48 cubic yards of free compost
Community Events & Activities

Trash to Art Contest

In the spring, RethinkWaste held the 7th annual Trash to Art contest for 3rd through 5th graders attending school in the RethinkWaste service area. As in previous years, submissions were accepted in 2 categories: Class and Individual. The contest challenges students to create art pieces from items that are normally thrown away. Of the 32 entries, six winning pieces were selected and recognized at the RethinkWaste Earth Day event.

1st place: Individual category
Natalie T., 4th Grade Arroyo School, San Carlos for “RethinkWaste and Create Something Magical”

1st place: Class category
Mr. Chamblin’s Service Learning Class North Hillsborough School, Hillsborough for “Decomposing Vending Machine”

Earth Day @ Shoreway (April 22, 2019)

RethinkWaste’s 2019 Earth Day was a wonderful community celebration! This year, almost 400 visitors joined the festivities held at Shoreway. Guests enjoyed arts and crafts, games and raffle prizes, a petting zoo, face painting, tours of the Transfer Station and MRF, informational booths from local vendors and partner organizations, free compost, and lunch.
Rethink Recycling Day (October 28, 2019)

In October, RethinkWaste held its second annual Rethink Recycling Day at the San Carlos Library. Throughout the afternoon, 109 visitors took part in activities like the fix-it clinic, a clothing swap, workshops on pickling and jamming, and a raffle. Winning submissions from the 2019 poster contest were also displayed and the attending artists were recognized and awarded.

Poster Contest

The 6th annual RethinkWaste poster contest was a huge success! Creative, colorful artwork was submitted by over 100 students representing 15 different schools in the RethinkWaste service area. This year’s theme, “4 R’s in the Classroom,” encouraged students to express how they best practice the 4R’s (Reduce, Reuse, Recycle, Rot) at school. Three winners and two honorable mentions received prizes and were recognized at their home City Council Meetings. The 1st place poster is also featured on the side of a Recology truck with routes throughout the winning artist’s city.

1st place

Kyle E., 5th Grade, Roosevelt School, Redwood City for “The 4R’s”
Long Range Plan: Pilot to Programs

In May 2019, the Board of Directors approved establishing two Long Range Pilots as permanent programs based on the success of the pilots. The In-Schools Program dramatically impacted waste diversion rates and behavior change within school communities. The Public Spaces Program demonstrated that new infrastructure such as bins and signage can increase diversion in public spaces.

In School Programs

The In-Schools Program focuses on providing direct support to schools in the form of education and infrastructure, which not only helps schools jump start their waste diversion programs but also aids in sustaining their programs. In-school education has an influence far beyond the campus by positively influencing the entire community by reinforcing efforts to recycle and compost at home.

In January 2019, the In-Schools Pilot was off to a strong start working with select schools in Redwood City and by June we had a total of nine schools participating in the pilot. Staff kicked-off the new school year in Fall 2019 by providing refresher education and assistance to schools participating in the initial pilot program and by winter, Staff was ready to roll-out the program at six new elementary schools across the RethinkWaste service area. Staff will continue to actively work with each school for a minimum of three years to ensure long-term success of their waste diversion programs.

Staff reached at total of 15 schools in 2019:

**Burlingame**
- McKinley Elementary

**Foster City**
- Foster City Elementary

**Redwood City**
- Connect Charter
- Fair Oaks Elementary (closed after 2018/2019 academic year)
- Hoover Community School
- KIPP Excelencia
- McKinley Middle

**San Carlos**
- Arroyo School
- Arundel Elementary
- Brittan Acres Elementary

**San Mateo**
- Baywood Elementary

- North Star Academy
- Our Lady of Mount Carmel
- Redeemer Lutheran
- Redwood Shores Elementary

The schools received new bin infrastructure, signage, technical assistance, environmental education, and trainings for staff and custodial teams. Staff conducted 78 classroom presentations and 25 assemblies, in addition to a full week’s worth of lunchtime bin monitoring for each campus. By participating in the program, the majority of schools achieved a dramatic increase in recycling and composting, with an average diversion rate of 67%!
Public Spaces Program

RethinkWaste’s Public Spaces Program focuses on increasing diversion from public spaces including parks and active downtown corridors.

In 2019, the Public Spaces team collected data to identify the best signage in both parks and downtown areas. Following the addition of recycle and compost options in four select pilot parks, and testing different types of signage in both select parks and downtown areas in Redwood City and San Carlos, the data showed that multi-lingual signage with colors that matched the 3-cart system and images of accepted and unaccepted items were most effective. RethinkWaste Staff then continued to collaborate with San Carlos and Redwood City to expand the pilot to more public areas and into a full-fledged program.

In Fall 2019, the program expanded to Burlingame parks when Burlingame City Staff expressed interest in adding the established signage to all their parks. Throughout 2019, RethinkWaste Staff conducted almost 40 park waste audits, over 30 downtown waste audits and continued to monitor the parks and downtown areas used in the pilot.
Public Outreach and Education

2019 was a year of action for RethinkWaste’s public education and outreach programs.

The Public Education and Outreach Subcommittee, which consists of RethinkWaste and Recology Staff, Board and TAC members, strategized outreach and education opportunities and programs. Some of the public education and outreach highlights include:

**RethinkWaste Website**
A revamp of the RethinkWaste website was completed in 2019. Through an RFP process, the Agency hired a contractor to redesign RethinkWaste.org into an aesthetically appealing and easy to navigate website on both the front and back end. The new website better communicates, educates, and engages with our community. In 2019, we had over 120,000 pageviews to our site.

**Brochures & Newsletters**
Staff refreshed outdated outreach collateral including the Buddy Bag postcard and Bulky Item Collection brochure in English, Spanish, and Chinese. Staff also created a new Shoreway brochure on what is accepted at the Public Recycling Center and Transfer Station. Two printed Rethinker newsletters were also distributed, along with an electronic copy for the Fall/Winter edition.

**Social Media**
We had over 370,000 impressions and over 16,000 engagements/interactions on Facebook and Twitter. In August 2019, RethinkWaste started an Instagram (@rethinkwasteorg) account and made 50 posts before the end of the calendar year that had nearly 4,000 impressions and 486 engagements.

**Single-Family Household Service Guide**
A new service guide was developed in conjunction with our partner Recology to re-educate residents of what goes into each cart, collection services, and the Shoreway Environmental Center. This guide will be mailed to 95,000 single-family households in Spring of 2020.

**Rethink Compost Campaign**
RethinkWaste, in conjunction with Recology, rolled out the “Rethink Compost: Every Meal. Every Day” campaign that utilized research and survey data to increase overall composting in the service area. The campaign targeted single-family residents and used a multi-channel outreach approach. There was a website hub (RethinkCompost.org), social media posts, a community pledge, Facebook and Googe ads, a compost only e-newsletter, and newspaper ads. The 2.5 month campaign also promoted Recology’s free kitchen pails and a new kitchen pail maintenance tip card was also developed.
The last several years have been some of the more challenging time in our industry with world events having substantially reduced recycling income and at the State increasing its demands on the industry towards its goal of Zero Waste. These colliding events have tested SBWMA Staff and Board. This report details a number of the actions taken. I’m proud of our Board for approving Staff recommendations to update and modernize our recycling operations and install the state-of-the-art Organics-to-Energy System.

I thank my Board colleagues for the courage and passion to support the resources to accomplish our Mission and all without having to pass these costs to the ratepayers, thanks to the creative refinancing of our bond indebtedness. I’m honored to serve with such a tenanted group of dedicated elected officials.

— Jay Benton, 2019
RethinkWaste Board Chair

Board of Directors

Our 12-member Board includes a representative from each of our twelve Member Agencies. Each RethinkWaste Member Agency selects its representative to serve on the Board of Directors.

Bill Widmer
Atherton
Mayor

Davina Hurt
Belmont
Mayor

Michael Brownrigg
Burlingame
Council Member

Ruben Abrica
East Palo Alto
Council Member

Herb Perez
Foster City
Vice Mayor

Jay Benton, Chair
Hillsborough
Council Member

Catherine Carlton
Menlo Park
Council Member

Alicia Aguirre,
Vice Chair
Redwood City
Council Member

Adam Rak
San Carlos
Council Member

Rick Bonilla
San Mateo
Council Member

Carole Groom
County of San Mateo
Supervisor, President of the Board of Supervisors

Fran Dehn
West Bay
Sanitary District
President, Board of Directors
2019 Board Meeting Highlights

January 2019
- Annual Financial Audit for FY2018 completed and mid-year budget was favorable.
- San Mateo County grant of $1M for Organics-to-Energy pilot awarded.
- Board approves the 2019-2020 Public Education Plan.
- Board approves 2-year contract with Environmental and Energy Consulting for California legislative and regulatory services.

February 2019
- Board approves a new three year financial and accounting services contract with the City of Redwood City.
- Board approves contract to develop a new RethinkWaste website.
- Board approves a contract for Bond and Disclosure Counsel to manage the 2019 Bond Refunding process.

March 2019
- Study Session for the Board on SB 1383: California’s Mandatory Organics Waste Recycling Law regulations and implementation.
- Board approves the 2019-2020 Public Education Plan.

April 2019
- Board approves engaging HF&H Consultants to provide SB 1383 planning support, including assessing baseline conditions and evaluating solutions.

May 2019
- Board approves a resolution authorizing the issuance of nearly $50 million in Solid Waste Enterprise Revenue Bonds.
- Board approves execution of continued disposal services with Republic Services for Ox Mountain Landfill until December 31, 2029.

June 2019
- Board approves the FY 19/20 RethinkWaste Operations budget and proposed 2019 tip fee adjustment.
- Board approves RethinkWaste Environmentally Preferable Purchasing and Practices Policy.
- Board approves a contract with Bulk Handling Systems for design and engineering the Materials Recovery Facility Phase 1 equipment upgrades.

September 2019
- Board approves Recology and South Bay Recycling’s 2020 Compensation Applications.
- Board approves a three year contract extension with South Bay Recycling for the Operations of the Shoreway Environmental Center.

November 2019
- Joint Board and TAC Study Session held to discuss SB 1383 compliance planning and review and discuss the draft 2020-2024 RethinkWaste Long Range Plan.
- Board approves funding for an unbudgeted Part-Time Limited-Term Senior Facility Projects Engineer position.
Financials

Each year, the RethinkWaste Board of Directors approves an agency-wide operating budget which includes revenues, expenditures, a capital projects plan for the Shoreway facility, and budget reserves. Sources of revenue include tipping fees charged at the Shoreway Environmental Center, the sale of recyclable commodities, and investment income. In 2019, there was an additional grant revenue budgeted from San Mateo County for the Organics-to-Energy pilot.

These revenue sources fund program expenditures related to administration, franchise contract compliance and support, mandated waste diversion and recycling programs, Shoreway operations (includes our contractor’s operating budget), and capital improvements. The adopted, revised mid-year FY 19/20 budget was for $56.4 million in revenues and expenditures of $51.3 million; these figures are exclusive of capital expenditures.

RethinkWaste continues to be a non-PERs agency, with no long-term pension obligations. This results in the cost-effective delivery of the agency’s services using a quasi public/private business model.

RethinkWaste Fiscal Year 2020 Mid-Year Budget Revenue

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<tr>
<th>Revenue Source</th>
<th>Percentage</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>RethinkWaste Other Revenue</td>
<td>3%</td>
<td>$1.8 Million</td>
</tr>
<tr>
<td>Commodity Sales, Net</td>
<td>9%</td>
<td>$5.3 Million</td>
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<tr>
<td>Shoreway Public Revenue</td>
<td>22%</td>
<td>$12.6 Million</td>
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<tr>
<td>Shoreway Franchise Revenue</td>
<td>65%</td>
<td>$36.7 Million</td>
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RethinkWaste Fiscal Year 2019 Mid-Year Budget Expense

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<th>Expense Item</th>
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<td>Shoreway Disposal &amp; Processing</td>
<td>40%</td>
<td>$20.5 Million</td>
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<tr>
<td>RethinkWaste Program Expense</td>
<td>40%</td>
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<td>SBR Operating Contract</td>
<td>3%</td>
<td>$2.4 Million</td>
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<tr>
<td>Bond Interest Expense</td>
<td>5%</td>
<td>$3.8 Million</td>
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<tr>
<td>Franchise Fees to City of San Carlos</td>
<td>5%</td>
<td>$2.3 Million</td>
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<tr>
<td>Shoreway Other Expense</td>
<td>7%</td>
<td>$1.6 Million</td>
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INFORMATIONAL ITEMS
STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
       Julia Au, Outreach and Communications Manager
Date: April 23, 2020 Board of Directors Meeting
Subject: 2020 Legislative Session Update

Recommendation:
This staff report is for discussion purposes only and no formal action is requested of the Board of Directors.

Summary
The purpose of this report is to provide an update to the Board monthly on the current 2019-2020 California Legislative Session and regulatory activities being conducted by our lobbyist, Environmental and Energy Consulting (EEC). All activities conducted from March 14 – April 10 are listed in Attachment A for review.

Due to the on-going COVID-19 situation and its impacts on the state budget and legislative process, Asm. Mullin, Asm. Berman and Sen. Hill have decided to not move AB 1509 forward this year, which means the bill is officially dead for this legislative session. While we are disappointed at this news, it isn’t unexpected as members of the Legislature were asked in the last few weeks to reduce their bill loads and the State has changed its focus to just COVID-19 response, housing, homelessness, and wildfire response. Asm. Mullin has committed to working on the issue next year as long as we continue to keep working the industry opposition and bring them along in the process. We appreciate all the hard work the EEC has done in the past 15 months to bring this issue to the limelight and getting industry involved. We expect this high-quality of work to continue into the next legislative session next year.

Due to the change in legislative process, the number of bills the SBWMA is tracking will change in the next month. In addition, we are in the early stage discussions with EEC to begin further reaching out and working with air quality, regional stormwater, hazardous materials and wastewater agencies on regulations that directly impact our facility and operations.

Analysis
The SBWMA contracts with EEC to act as the Agency’s legislative and regulatory lobbyist in California. EEC is a registered lobbying firm in the state of California (Lobbying ID # 1371848). On January 24, 2019, the Board approved the 2019-2020 SBWMA Legislative and Regulatory Platform that identifies 12 topic areas of importance to the Agency and our member agencies to guide the identification of critically relevant bills and regulatory action that need attention during the legislative session. The Executive Committee (SBWMA Board Chair, Jay Benton, and SBWMA Vice Chair, Alicia Aguirre) serves as the Agency’s Legislative and Regulatory Committee and Staff is provided with strategic feedback and direction during our monthly Executive Committee/Board Agenda Review meetings. Based on this feedback, Staff provides EEC with tactical direction on key issues, prospective bills, and regulations that are in alignment with the Agency’s Board-approved bi-annual Legislative Platform.

Attachments:
Attachment A – March-April 2020 Legislative Update
I. Key Dates & Updates

- As a result of COVID-19, the Legislature has been on recess since March 17. The recess is currently scheduled to end May 4, but the Legislature could choose to extend this timeline at any point.

- The Senate and Assembly scheduled Budget subcommittee hearings for late April focused on the state’s response to the COVID-19 crisis.

- Given the impacts from COVID-19 on the legislative process and the budget this year, Asm. Mullin, Asm. Berman, and Senator Hill have decided not to move forward with AB 1509 – the lithium-ion battery collection bill – at this time. Mr. Mullin has committed to working on the bill next year as long as we continue to keep working the industry opposition and bring them along in the process.

II. Legislative Updates

- The Senate pro Tem and various Assembly Committee Chairs have requested Members begin to cut their bill loads substantially.

- We will continue to update RethinkWaste as legislative portfolios are finalized.

III. March & April Activities

- We drafted 5 support letters for RethinkWaste covering waste, recycling, and sea-level rise legislation.

- We are working with Legislative Counsel to construct a new draft of AB 1509 language.

- We are holding discussions with various waste stakeholders regarding economic stimulus projects and funding opportunities to support the waste industry. We plan to reach out to other Bay Area Solid Waste Public Agency leaders to develop a strategy moving forward.

- At the request of RethinkWaste, we are creating a proposal to explore expanding our scope of engagement to agency work on air quality and wastewater regulations.
To: SBWMA Board Members  
From: John Mangini, Senior Finance Manager  
Date: April 23, 2020 Board of Directors  
Subject: 2020 Finance and Rate Setting Calendar  

Recommendation  
This is an informational report and no action is necessary.

Summary  
The purpose of this staff report is to keep the Board and Member Agency staff informed on the schedule of important financial and rate setting events in 2020. This staff report is updated as necessary and included in the Board packet each month.

Schedule of Finance, Contractor Compensation and Rate Adjustment Activities in 2020:

January 2020  
- Approved FY18/19 audited Financial Statement  
- Approved Mid-Year FY19/20 Operating Budget

March 2020  
- Recology submitted the unaudited 2019 Revenue Reconciliation Report (March 31)

May 2020  
- Review Preliminary (Draft) FY20/21 SBWMA Budget at May 28, 2020 Board meeting  
- Approval of unaudited 2019 calendar year financial statement for bond reporting requirement.  
- Approval of Work Plan to align the Fiscal Year to a Calendar Year Accounting Period beginning January 1, 2021

June 2020  
- Approval of the Final FY20/21 SBWMA Operating Budget at June 25th, 2019 Board meeting.  
- Recology’s 2021 Compensation Application submitted to the SBWMA and Member Agencies (June 15)  
- SBWMA and Member Agency comments are submitted to Recology on its 2020 Compensation Application (June 26)  
- SBWMA issues letters requesting confirmation formal Member Agencies on their estimated 2021 Member Agency fees (e.g., franchise fees) to be included in their 2021 solid waste rates. (Due: June 30)  
- Review of the Revenue Reconciliation Report from the Financial Systems audit report on Recology

July 2020  
- SBR’s 2021 Compensation Application to be submitted to the SBWMA (July 3).  
- Recology revised 2021 Compensation Application submitted to SBWMA & Member Agencies (July 17)  
- SBWMA issues the following reports to the Board and Member Agency staff for review and comment:  
  o Estimated 2020 and 2021 residential and commercial base revenue
Estimated collected tonnage for 2012 and 2021
2020 Residential rates vs. 2021 cost analysis.
  - Optional at Member Agency request: Estimated residential revenue changes due to cart migration (i.e., lost revenue).
Summary of 2021 Member Agency fees to be used in the 2021 cost projections based on Member Agency feedback.

August 2020
- SBWMA issues Draft Report Reviewing Recology's 2021 Compensation Application, recommended total Revenue Requirement, and Rate Adjustment (August 10)
- SBWMA issues the Draft Report Reviewing SBR's 2021 Compensation Application (August 17)
- Comments sent from Member Agencies on draft Reports Reviewing Recology's & SBR's 2021 Compensation Application (August 27)

September 2020
- SBWMA TAC Workshop to review Pre-Final Report Reviewing Recology's 2021 Compensation Application.
- SBWMA issues Final Report Reviewing Recology's 2021 Compensation Application including the recommended total Collection Rate Adjustment for 2021. (September BOD Packet)
- Approval of SBR 2021 Compensation Application (September 24 BOD Meeting)
- Approval of Recology 2021 Compensation Application and total recommended Revenue Requirement (September 24 BOD Meeting)

October 2020
- Finance Committee Meeting to review FY2021 Budget (October 13)
- Joint TC/Board Study Session: Review Preliminary (Draft) 2021 Calendar and Fiscal Year Budget (October 22)

September – December 2020
- Member Agencies issue Prop. 218 notices and approve their final 2021 solid waste rates

November 2020
- Approval of the Final Calendar/Fiscal Year Budget at November 19th Board meeting
- SBWMA issues report to Board on recommended January 1, 2021 Shoreway tip fees with adjustments, if necessary (includes calendar year 2020 & 2021 SBWMA financial projections with assumed tip fee and net reserve funding)
STAFF REPORT

To: SBWMA Board Members
From: John Mangini, Senior Finance Manager
Date: April 23, 2020 Board of Directors Meeting
Subject: Check Register Detail for March 2020

Recommendation
This is an informational item only and no action is required. This report was requested by the Board members.

Summary
The purpose of this report is to provide transparency to the Board and the public on the actual spending by the SBWMA. All payments issued in March 2020 are listed on the attached (Attachment A) report for review.

Analysis
As of July 1, 2019, the SBWMA entered into a contract with the City of Redwood City for accounting services including the issuing of all payments and deposit of all receipts. In accordance with the SBWMA and the City of Redwood City’s policies, checks are normally issued every two weeks. All SBWMA invoices are approved for payment by the program manager and then by the Executive Director or Finance Manager. Total A/P spending for March 2020 was $4,303,353.30 as detailed in Attachment A.

If you have any questions on this, please contact Cyndi Urman or John Mangini.

Attachments:
Attachment A – March 2020 Check Register Detail Report
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**TOTAL** $4,303,353.30
STAFF UPDATE

Potential Future Board Agenda Items
(Meetings at San Carlos Library Conference Room)

May 28, 2020
Resolution Approving transition of SBWMA financial structure from Fiscal Year to Calendar Year
Accounting Period beginning January 1, 2021
- Presentation of Draft FY2020 SBWMA Operating Budget
  (proposed new 6-month budget period: July 1, 2020 – December 31, 2020)
- Resolution Approving 2019 Calendar Year Financial Statements
- Resolution Approving a 3-year Contract for Website Hosting
- Resolution Approving MOU with City of Sunnyvale WWTP for Organics-to-Energy Pilot Material Processing
- Approval of revised SBWMA Investment Policy—Green/Social Justice Considerations

June 25, 2020
- Resolution Approving FY2020 SBWMA Operating Budget
  (New proposed 6-month budget period: July 1, 2020 – December 31, 2020)
- Resolution Approving Construction Management Contract services for FY20/21 capital projects
- Resolution Adopting the Annual Operations and Systems Audit Findings for 2019
- Review of MRF Phase I Project—to date
- Update on Alternative Fuel Discussions with Recology San Mateo County

July 23, 2020
TBD

August 2020 – No Meeting

September 24, 2020
- Closed Session Executive Director Performance Evaluation
- Resolution Approving Recology San Mateo County 2021 Compensation Application
- Resolution Approving South Bay Recycling 2021 Compensation Application
- Resolution Approving 2021-2023 Public Education Plan
- Resolution Approving Contract Extension for Legislative Advocacy services
- Resolution Approving Contract for MRF Wall Repairs
- Presentation of Draft Calendar Year 2021 SBWMA Operating Budget
- 2019 Rate Survey
- Approval of MRF Phase II Equipment Purchase
- Shoreway Environmental Center Project Update
  - MRF Phase I Equipment Upgrades Update
  - Organics-to-Energy Source Separated Organics Results
  - Stormwater Repairs
- Tip Floor Repairs
- Tunnel Pump Repairs

October 22, 2020
- Board/TAC/Finance Committee Study Session:
  (New Proposed Calendar Year DRAFT Budget period: January 1, 2021 – December 31, 2021)

November 19, 2020
- Board and TAC Annual Holiday Lunch before the Board Meeting
- Resolution Approving Calendar Year Budget (January 1, 2021 – December 31, 2021)
- Resolution Approving Calendar Year and Fiscal Year 2021 SBWMA Operating Budget
- Resolution Approving Organics-to-Energy Pilot Phase II (full Scale Up) Equipment
- Staff Update on SB1383 Regulations

December 2020 – No Meeting

January 28, 2021*
- Election of 2021 Board Chair and Vice Chair
- Resolution Approving MRF Phase II-Equipment Upgrades

*The 2021 Board of Director’s Calendar will be approved at the November 19, 2020 Board Meeting