



A Public Agency

CONSENT CALENDAR

DRAFT MINUTES

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
October 27, 2022– 2:00 p.m.
Via Zoom Tele or Video Conference Only**

Call to Order: 2:00 PM

1. Call to Order/Roll Call

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

All Members and the public participated by Zoom Video or Conference Call

2. Public Comment (Closed Session)

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.**

None

3. Adjourn to Closed Session:

Closed Session- Public Employee Performance Evaluation-Executive Director per Government Code Section 54957.

4. Adjourn Closed Session and Call to Order/Roll Call Open Session

Call to Order Open Session 2:10PM

Agency	Present	Absent	Agency	Present	Absent
Belmont	X		Redwood City	X	
Burlingame	X		San Carlos	X	3:44PM
East Palo Alto	X	3:20PM	San Mateo	X	
Foster City	X		County of San Mateo	X	
Hillsborough	2:59PM		West Bay Sanitary District		X
Menlo Park	X				

5. Public Comment (Open Session)

None

6. Executive Director’s Report

Executive Director La Mariana welcomed everyone to the meeting, and gave the following updates:

- Staff Member Chiara Barausky-da Silva is leaving RethinkWaste. She will be taking a sustainability position at a start up in San Francisco. He thanked Chiara for her time at the Agency and noted that the Agency’s fellow program has been really successful at getting people ready for the next step on their career paths.
- There are currently two fellow vacancies, and the positions are posted on the agency website.
- The two-year procurement process for the Operations Agreement is coming to a close, and staff is expecting to recommend the award of this contract at the November 17 board meeting. He noted that each of the two finalists will be given the option to present to the board, and because of this he expects this section of the meeting discussion to last at least an hour.
- The November 17 board meeting will be at Silicon Valley Clear Water (SVCW), and will begin at 3PM and go to 5:30, a little longer than normal.
 - Chair Aguirre noted that it’s very important to drive no more than 10 miles an hour once inside the gate for safety reasons when you arrive at SVCW.
 - Executive Director La Mariana added that in addition to the Operations Agreement decision there are two other items of notable discussion including the 2023 budget and the final Site Optimization Study
- There will be SB 1383 mandated route reviews conducted by SCS Engineers from 10/30 to 11/4. These will be ongoing in the future, but this is the first round. Member Agency City Managers, City Staff, Public Works departments and police departments have all received notice of the route reviews.
- He thanked the Outreach and Education team for their enthusiastic work on Rethink Recycling Days events including the Spooktacular Kids Workshop
 - Member Froomin commented that staff did a great job, and the event was well attended.
- In January the Finance Committee will meet and discuss actual numbers for setting up a Captive Insurance program to help control rising insurance costs.
- With the upcoming November election there will be a change in agency leadership. Vice Chair Bonilla is not seeking re-election, and he reminded the board that with that transition the Board members will need to determine who the next Chair and Vice Chair of the agency will be. The election may be moved to November, or it may remain in January as it has in years’ past.

7. Approval of Consent Calendar

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

- A. Approval of the Minutes from the September 22, 2022, Board of Directors Meeting
- B. Resolution Approving Revised MOU with Silicon Valley Clean Water

Motion/Second: Bonilla/Froomin

Roll Call Vote: 9-0-0-2

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Belmont	X				Redwood City	X			
Burlingame	X				San Carlos	X			

East Palo Alto	X				San Mateo	X			
Foster City	X				County of San Mateo	X			
Hillsborough				X	West Bay Sanitary Dist.				X
Menlo Park	X								

8. Administration and Finance

A. STUDY SESSION: Presentation of the FY2023 Operations Budget and Capital Improvement Plan

Executive Director La Mariana introduced the item. He noted that this item is still in draft form, and a few things are still works in progress, including Attachment C (the agency’s staffing plan). He noted that the draft budget was reviewed last week by the finance committee with a lot of discussion because costs and market conditions have changed dramatically during the past 6-12 months. In the last couple of weeks there has also been a steep decline in commodity market values, so at the direction of the Finance Committee staff has adjusted commodity revenue forecasting even more conservatively than what is normally forecast in the budget. He added that it’s likely that things will even out as they usually do but given the current conditions staff has set the planning bar low. He also noted that the budget includes tip fee adjustment percentages that are higher than normal. After surveying other facility rates in the local marketplace, Staff has learned that Shoreway’s tip fees are low , so staff feels the market can bear this larger tip fee increase. Other budget notable items include seed money for year one of a proposed multi-year facility master planning process, which would be the next logical step after the site optimization study; a 4% COLA adjustment for agency staff; adding medical benefits for the 5 fellow positions; and adding a new full-time staff engineer position to help with the large volume and scope of capital projects planned at the Shoreway site.

Staff Mangini then shared a PowerPoint presentation overviewing the FY2023 draft budget.

Member Rak asked if the final Budget version include the 2021 numbers to get a sense of how tonnage is improving after the pandemic, and how much revenue is coming from the public tons. He noted that an 11% tip fee increase for public drop off is a pretty big, and he was curious how much of a difference that increase will make in agency revenue. Given inflation he wanted to minimize cost increases and asked if there is way to not increase tip fees as much.

Staff Mangini answered that public tee fee revenue is about \$12M.

Member Rak asked if staff had considered contracting the new proposed staff engineering position instead of hiring a full-time staff member.

Executive Director La Mariana answered yes, but that the overriding component of his recommendation to make this position a staff position is the sheer number of and complexity of projects at the site. If these projects were to be contracted out the costs would be at least as high as hiring a staff member, and with a staff member there is strong continuity and direct agency ownership of the projects. He added that part of this presentation will be the capital projects listand you’ll see it is an extensive list.

Member Froomin commented that he’d like to have the Finance Committee look at whether tip fees should include debt principal payment because income is needed to make those required debt principal payments. He added that this year might not be the year given the impact on rates already, but it would be helpful for Member Agencies as they set rates to ensure that the debt principal payment is covered. He also noted that capital improvement project funds come out of reserve balances, and reserves are currently being bought down to fund projects without the money being put back into the reserves to build them back up. The Agency needs to look at how money is being put aside for reserves for capital projects, and how debts are being paid for the long-term financial health of the organization. He noted that some large capital projects in the future are going to need to be paid through

borrowing, not using cash on hand which means there will be additional principal payments to make which all need to be considered in the rates to make sure there is sufficient funds available. Lastly, Member Froomin asked about the Organics-to-Energy (O2E) project not necessarily being a cost-saving measure but having a lot of environmental benefits. He asked if the staff report could compare if all of the O2E material went to organics disposal processing how much that would cost. He also asked, now that SVCW is charging a tip fee for the O2E slurry including transportation how much is the environmentally beneficial project costing or saving the rate payers?

Chair Aguirre agreed with Member Froomin that the reserve balances were her biggest concern when reviewing the budget.

Executive Director La Mariana noted that the Finance and Executive Committees have given Staff strong feedback on the reserves, so this budget now includes \$400,000 being added to the equipment replacement reserve, because that is the reserve that is being depleted. And will include another \$400,000 each year for the next five years to provide about \$2M in total funding in this critically important reserve and reallocate from other reserves to replenish that reserve fund. He then noted the Shoreway Remediation Project reserve also has \$1.2M in reserves earmarked for the underground storage tank removal project. Staff anticipates that that will cover approximately 30% of the project costs and, as a budget-friendly planning measure, the remaining costs have been split into two projected budget years (FY2023 and FY2024).

2:59PM Board Member Al Royce, Hillsborough is now present.

Staff Mangini answered Member Froomin's question regarding debt principal payment. He noted that, yes, the debt principal payment is outgoing cash flow, but it's, it's also reducing debt. So, reducing an asset which is cash reserve and reducing liability on the other end. He added that Member Froomin's perspective is correct, it is still outgoing cash, just not for accounting purposes.

Staff Mangini asked Member Rak to clarify what comparative 2021 numbers he would like to see in the final presentation. Member Rak answered the 2021 financial results and tonnage.

Member Brownrigg directed staff to put together a helpful set of talking points regarding efficiency. Helping elected officials make the case that expenses are hopefully either in line or even better than our competitors in other parts of the bay area. He then asked what this budget will mean for the average rate increase this year and prospectively next year.

Staff Mangini answered in September the board approved Recology's 2023 compensation as well as the 2023 tipping fees for member agencies which established the 2023 revenue requirement for 2023. 2023 has already been projected out, however, tip fees needed to be raised a little more which was impactful to the revenue requirement by roughly 0.7% to rates.

Member Brownrigg and Staff Mangini agreed to look at table 8 and the 0.7% impact in 2023 after the meeting, as well as the project increase due to the new operations agreement on the 2024 rates.

Executive Director La Marina noted that the Operations Agreement RFQ will result in at least a 10% rate increase in 2024, and he encouraged member agencies to try to smooth out that large jump by adding at least 5% to this year's rates so next year isn't such a large jump. As Member Brownrigg mentioned there is a rate stabilization reserve fund, so the finance committee could make a recommendation on when and how much of that reserve fund to tap into to soften rate increases. He asked the finance committee members and board members at large to give feedback to staff on commodity revenues and possibly using the rate stabilization reserves to soften rate impacts before the November board meeting.

3:20PM Member Abrica now absent

Staff Gans went over the proposed capital budget projects, estimated dollar amounts for each project and the regulations and operational needs driving capital projects over the next five years.

Vice Chair Bonilla thanked staff for the budget presentations and fellow board members their questions regarding the budget and capital plans. He noted that in San Mateo they had a study session on the proposed rate increases for 2023, and he has received a lot of letters and pointed questions about the 2023 rate increases, so he encouraged all the board members to really pay attention so that they can report out on the SBWMA to their fellow council members, so increases aren't a surprise at rate time.

Chair Aguirre commented that in Redwood City they give updates at almost every meeting so that there are no surprises.

Executive Director La Mariana reiterated that he and Sr. Finance Manager, John Mangini are readily available to sit in on study sessions at the member agencies to help get the message across, so he encouraged member agencies to reach out if they would like staff present. He also noted that there is a major reset of the California solid waste industry's infrastructure and its associated costs. The Shoreway facility has been working hard for 40 years, and as you can see from this capital list that Staff Gans just reviewed, our facility is showing its age. So, a certain level of investment is required to keep the facility running at its highest and best use, despite it being in addition to all these other factors contributing to rising rates. He noted that he feels like this is an educational opportunity to work with communities on these topics and to boil very complex thoughts into understandable dialogue with the community.

Member Rak noted that in San Carlos they did a rate reduction program with PG&E for qualified residents where the city matched rate reduction for qualified PG&E customers, and the administration was pretty straight forward for the city, so maybe something similar could be looked at here.

9. Collection and Recycling Program Support and Compliance

No Items

10. Shoreway Operations and Contract Management

A. STUDY SESSION: Review of Shoreway Site Optimization Plan DRAFT Report

Executive Director La Mariana introduced the item and gave background on the project. He noted that this is the first time the board has seen the preliminary draft findings report by SCS Engineers who was selected via RFP process to evaluate the Shoreway site and look at future needs of the site on many different levels for the next 40 years of the site. He noted some driving factors of this study included member agencies housing plans and goals which will impact population growth and there for increase the amount of material that comes through the facility; growth of future work force at the site due to the new operations agreement, and SB1383 compliance; and the need for the RethinkWaste administrative work group to move to the site due to loss of lease at the San Carlos Library. This office lease expires on June 30, 2024. He noted that the site is already space constrained and at a significant parking deficit, so that must be addressed, as well as having space and infrastructure available to be able to remain at the forefront of innovative ways to handle waste material. He noted that after the board approves this finding report at the November meeting, the next logical step is to move into a master planning phase which a much longer-term process due to specific guidelines, procedures and protocols that are required due to CEQA. If the Board decides to move forward into formal master planning process, the preliminary phase would be about three years. If there is rationale to move forward, the build out it would be phased in over 10 years.

Tim Flannigan of SCS Engineers then gave a presentation to the board introducing the team that performed the study and outlining their draft findings. He noted that this really is a site sustainability and survivability study.

3:44PM Member Rak now absent

Tim Flannigan went over the three scenario maps that SCS laid out as options for site development. He noted that scenarios one and two are basically the same with the exception of the development of a different ingress and egress to improve traffic flow in scenario one. He noted that scenario three represented the most out of the box thinking, it moves some operations off site that don't necessarily need to be done at the facility with the solid waste facility permit to free up some space on the site. He went over the design alternatives in scenario three, noting that these alternatives are their recommendations for maximizing the Shoreway site survivability.

Member Brownrigg commented that there is increasing pushback from residents about rising costs, and it's not the optimal time to be talking to residents about having to upgrade the site especially if it seems frivolous. So, it's important to make the case that it's not frivolous. He asked for further explanation of the term survivability of the site.

Tim Flannigan noted that the site has served the SBWMA service area well for 30 years. But there is a relative sea change in regulations that are going to constrain the site including a 75% organics diversion law, and new Air and Water Board regulations. There is an absolutely critical need to have a greater expansion of the Shoreway site to ensure that it continues its mission of sustainable, cost-effective waste reduction, recycling and solid waste programs. He added that this will take several years to develop, plan permit and implement, so it won't show up tomorrow.

Executive Director La Mariana summarized the proposed layout of the site. (Scenario 3). It would include four major buildings and adding a right of way on the Redwood City side of the property. And, he is willing to talk to any Board or TAC members off line if they have questions.

11. Public Education Outreach and Legislation

No Items

12. Informational Items Only (no action required)

- A. 2022 Legislative Session Update
- B. Update on the Status of SB 1383 Implementation and Compliance
- C. 2022 Finance and Rate Setting Calendar
- D. Check Register Detail for September 2022
- E. 2022-2023 Meeting Planning Guide

13. Board Member Comments

14. Adjourn 4:01PM

STAFF REPORT

To: SBWMA Board Members
From: Cyndi Urman, Clerk of the Board
Date: November 17, 2022 Board of Directors Meeting
Subject: Approval of the 2023 SBWMA Board of Directors and Brown Act Committees Meeting Calendars

Recommendation

It is recommended that the SBWMA Board of Directors approve a 2023 Board of Directors meeting calendar and hold these monthly meetings at the Silicon Valley Clean Water (SVCW) Administrative Offices at 1400 Radio Road, Redwood Shores in their second floor Pelican Conference room.

Summary

Staff recommends continuing with a 4th Thursday of the month meeting date as there are not any Member Agency governing body meetings on this day of the week. Historically the November Board meeting has been moved to the third Thursday due to Thanksgiving falling on the 4th Thursday, and staff recommends continuing with that practice in 2023. Additionally, staff recommends that the 4th Thursday in February be a half day Board Retreat instead of a regular board meeting, and the 4th Thursday in October serve as a budget and CIP review study session instead of a regular board meeting.

Analysis

The 3PM time frame on the 4th Thursday of the month was chosen to avoid as many regional conflicts as possible, as well as increase parking availability at the SVCW site. Staff has analyzed the action items that take place at the Board level monthly, and recommends 8 monthly meetings, 1 retreat, and 1 study session meeting schedule for 2023. Staff recommends meeting monthly except for August and December, and canceling meetings if there are not any action or discussion items in a given month.

Background

The SBWMA monthly Board meetings have historically been held the on the fourth Thursday of the month starting at 2 pm but is now recommending a 3PM start time due to increased parking availability at that time at SVCW. This day of the week and time was selected to minimize any overlap with Member Agency governing body meetings on Mondays Tuesdays and Wednesdays and other regional government meetings. As requested by the Board of Directors, staff has also checked the national holiday calendar and found no conflicting dates with any major national or religious holidays in 2023. Staff usually sends out the agenda and Board packet one-week prior to the Board meeting.

Fiscal Impact

Should the Board continue to meet at Silicon Valley Clean Water there is no charge for the use of the space. Any meetings held at the City of San Carlos community room will be charged \$65 per meeting for the use of the Conference room.

Attachments

Attachment A – Proposed 2023 Board Meeting Dates; TAC Meeting Dates, Finance Committee Meeting Dates, and Legislative Committee Dates



A Public Agency

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
2023 BOARD MEETING SCHEDULE**

Meetings of the South Bayside Waste Management Authority Board of Directors are held on the fourth Thursday of the month from 3PM to 5PM unless otherwise noted*

Location: Via Tele or Video Conference or In Person
Silicon Valley Clean Water Administrative Offices
2nd Floor, Pelican Conference Room
1400 Radio Road Redwood Shores, CA, 94065

January	26	2023
February	23 (RETREAT 12N to 4PM)	2023
March	23	2023
April	27	2023
May	25	2023
June	22 (3PM to 5:30PM)	2023
July	27	2023
August	NO MEETING IN AUGUST	
September	28	2023
October	26	2023
November	16 (Third Thursday)	2023
December	NO MEETING IN DECEMBER	



**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
2023 TAC MEETING SCHEDULE**

Meetings of the South Bayside Waste Management Authority Technical Advisory Committee are held on the second* Thursday of the following months from 3:00 pm to 5:00 pm

Location: Via Tele or Video Conference or In Person
Silicon Valley Clean Water Administrative Offices
2nd Floor, Pelican Conference Room
1400 Radio Road Redwood Shores, CA, 94065

February	23 (Board/TAC Retreat 1-4PM)	2023
March	9	2023
May	11	2023
August	10	2023
September	14	2023



**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
2023 FINANCE COMMITTEE MEETING SCHEDULE**

Meetings of the South Bayside Waste Management Authority Finance Committee are held via Zoom Tele or Video Conference or in the SBWMA Offices at 610 Elm Street Suite 202 San Carlos, CA or at the San Carlos Library 2nd floor conference room at 610 Elm Street Room A/B San Carlos, CA Please refer to each agenda for exact location information.

Meetings are held on the second Tuesday of January, June, and October from 12:00 pm to 2:00 pm

January	10	2023
June	13	2023
October	10	2023



**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
2023 LEGISLATIVE COMMITTEE MEETING SCHEDULE**

via Zoom Tele or Video Conference or in the
SBWMA Offices at 610 Elm Street Suite 202 San Carlos, CA or
at the San Carlos Library 2nd floor conference room at 610 Elm Street Room A/B San Carlos, CA
Please refer to each agenda for exact location information.

Meetings are held on the first Monday of the month from 2:00 pm to 3:00 pm unless otherwise noted.

February	6	2023
March	6	2023
April	3	2023
May	1	2023
June	5	2023
July	NO MEETING	
August	28*	2023
September	NO MEETING	
October	2	2023
November	7	2023
December	4	2023

*Due to the first Monday of September being the Labor Day holiday The August and September meetings are combined on August 28, 2023

STAFF REPORT

To: SBWMA Board Members
From: Julia Au, Sr. Outreach, Education and Compliance Manager
Date: November 17, 2022 Board of Directors Meeting
Subject: Resolution Approving a 2-Year Contract with Environmental and Energy Consulting (EEC) for a not to exceed amount of \$144k for Legislative Policy Advocate Consulting

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2022-50 attached hereto authorizing the approval of a two-year contract with Environmental and Energy Consulting (EEC) for a not to exceed amount of \$144k to provide legislative and regulatory lobbying consulting services for the SBWMA.

Summary

To continue the SBWMA's industry leadership in solid waste advocacy at the California state legislative level, with the Administration and with State regulatory agencies, Staff recommends the SBWMA enter into a new two-year contract with EEC to represent the Agency for the 2023-2024 legislative session.

Analysis

Since 2018, EEC has represented the SBWMA on California state legislative and regulatory matters. During this time, EEC has developed important relationships for the Agency on the legislative level. Notably, EEC successfully represented and advocated on behalf of the Agency for the past four in support of our co-sponsored legislation on the safe and proper handling and disposal of lithium-ion batteries. In addition, EEC helped spearhead and launch a statewide coalition of like-minded public agencies to discuss and move together on important legislative and regulatory policies called Zero Waste Now.

SBWMA staff has been very satisfied with the level of representation by EEC on the state and legislative level in the past four years, especially in advocating for our important issues on batteries, single-use plastics, increasing discussion in expanding California-based organics and recycling processing infrastructure, and engaging our local state legislative delegation.

The current contract with EEC expires on December 31, 2022. The proposed contract would start on January 1, 2023 and last two years to coincide with the legislative session. The new two-year contract includes a ranking on the priority of activities to be conducted by EEC, with high priority given to implementation of recently passed battery legislation, engaging the Administration and relevant agencies to ease implementation of SB 1383 regulations, exploring new opportunities to engage in legislation on priority issues, and provide regular updates to the SBWMA on these activities. Medium priorities include tracking and providing updates on local regulations issued by the local regulatory districts and boards, while low priorities include submitting letters and attend public committee hearings and helping staff the Zero Waste Now coalition.

Background

In 2018, the SBWMA sought greater representation and presence in Sacramento due to the new and emerging issues facing the SBWMA and the solid waste industry including, but not limited to proper battery handling and disposal, organics and recycling infrastructure and regulations related to SB 1383.

In September 2018, the SBWMA joined with another leading multi-jurisdictional joint powers authority, the Alameda County Waste Management Authority (StopWaste), in the issuance of a joint Request for Qualifications (RFQ) for legislative lobbying services. This joint effort was due to the two agency's similar missions and aligned stances on most, if not all, environmental and solid waste issues. Initially, it was envisioned that this joint RFQ process would result in the selection of a single lobbying firm representing both agencies in a highly coordinated fashion. After staff from both agencies interviewed the five top RFQ finalists, the SBWMA and StopWaste agreed to select two different advocacy firms, thereby greatly expanding the advocacy sphere of influence in Sacramento in the interests of both agencies.

The SBWMA entered into an initial one-year agreement with Environmental and Energy Consulting in December 2018 for \$40,000 to ensure that there would be no lag time in representation and in January 2019, amended and expanded this contract to two years for a total of \$80,000 to better align with the legislative session and then in November 2020 increased the amount to \$72,000 annually due to the increase in priority activities, requests to focus on regulatory assistance, and time associated with sponsorship of legislation,

Fiscal Impact

The cost of the two-year agreement will not exceed \$144,000. The proposed FY 2023 budget includes Legislative and Regulatory Advocacy for \$72,000.

Attachments:

Resolution 2022-50

Exhibit A – Environmental and Energy Consulting Professional Services Agreement



RESOLUTION NO. 2022-50

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING A 2-YEAR CONTRACT WITH ENVIRONMENTAL AND ENERGY CONSULTING FOR A NOT TO EXCEED AMOUNT OF \$144K FOR LEGISLATIVE POLICY ADVOCATE CONSULTING

WHEREAS, the SBWMA has determined that it is vital and necessary that its interests be actively advocated for with the California State Legislature and regulatory agencies in California; and

WHEREAS, the SBWMA has determined that outside legislative advocacy services would be the most appropriate method to ensure that the SBWMA is adequately represented in the legislative, administrative and regulatory processes in California; and

WHEREAS, Environmental and Energy Consulting has the appropriate qualifications and experience with the state legislative and regulatory processes as well as expertise in environmental issues having been the Agency’s lobbyists the past four years; and

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves a 2-Year contract with Environmental and Energy Consulting for legislative policy advocate consulting 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 17th day of November, 2022, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-50 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 17, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board



PROFESSIONAL SERVICES AGREEMENT
FOR
2023-2024 LEGISLATIVE AND REGULATORY SERVICES

This Agreement is made and entered into as of the 17th of November, 2022 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and Environmental and Energy Consulting (EEC) 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, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in 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 parties.

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

- 2. Term. The term of this Agreement shall commence upon the date hereinabove written through the end of the 2023-2024 California Legislative session and completion of the Services on accordance with the Schedule of Performance in Exhibit A, unless terminated earlier pursuant to Section 10 of this Agreement.
- 3. Schedule. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. AUTHORITY'S agreement to extend the term or the schedule for performance shall not preclude



recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

4. Compensation; Expenses; Payment. AUTHORITY shall compensate CONSULTANT for all Services performed by CONSULTANT hereunder in an amount based upon CONSULTANT's monthly rates during the time of the performance of the Services. A copy of CONSULTANT's monthly 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 shall not exceed the sum One Hundred Forty-Four Thousand Dollars (\$144,000), or Seventy-Two Thousand Dollars (\$72,000) per legislative year 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 \$60,000) or AUTHORITY Board (for contracts \$60,000 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, as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

5. 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 \$60,000) or AUTHORITY Board (for contracts \$60,000 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.
6. 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.
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. Termination or Suspension of Agreement or Services.
 - (a) The AUTHORITY may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.
 - (b) CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
 - (c) Upon such suspension or termination, CONSULTANT shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY.
 - (d) Upon such suspension or termination by AUTHORITY, CONSULTANT will be paid for the Services rendered or materials delivered to AUTHORITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, AUTHORITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to AUTHORITY as such determination may be made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 11, 12, 13, 10(d), and 15.

(e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

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, professional liability and cyber 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:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers’ Compensation	statutory minimum
Employer’s Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$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)

1Professional Liability	\$1,000,000 per claim and aggregate
Cyber Liability	\$1,000,000 per claim and annual aggregate with a carrier with an A.M. Best rating of A VI (also titled Network Security/Cyber/Privacy liability)

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 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.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, 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;

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 the following if professional liability insurance coverage is **NOT** required for this agreement. JA Recommended Risk Manager] the Approver [Signature] Risk Manager] the Approver [Signature]



- (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 Services. 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:

AUTHORITY: Rethink Waste
610 Elm Street, Suite 202
San Carlos, CA 94070
Attention: Julia Au, Program Manager
Joanne Nghiem, Management Analyst III

CONSULTANT: Environmental and Energy Consulting
Reed Addis, Principal
1121 L Street, Suite 309
Sacramento, CA 95814
Phone: (916) 426-9170
reed@caleec.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.
- 23. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- 24. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Alicia Aguirre, Board President

ATTEST:

Dated: _____

Cyndi Urman, Board Secretary

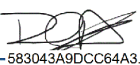


APPROVED AS TO FORM

Dated: _____

Jean Savaree, Legal Counsel

Dated: 11/9/2022

CONSULTANT
DocuSigned by:

583043A9DCC64A3...

Reed Addis, Principal EEC

EXHIBIT A

SCOPE OF WORK, WORK SCHEDULE, AND FEE SCHEDULE FOR 2023-2024 LEGISLATIVE AND REGULATORY SERVICES

INTRODUCTION

The AUTHORITY determined that it is vital and necessary that its interests be actively advocated for with the California State Legislature and regulatory agencies in California and determined that having an outside legislative advocacy service would be the most appropriate method to ensure representation in the legislative, administrative and regulatory processes in California.

BACKGROUND

In 2019, the AUTHORITY sought greater representation and presence in Sacramento due to the new and emerging issues facing the AUTHORITY and the solid waste industry including, but not limited to, proper battery handling and disposal, organics and recycling infrastructure, and regulations related to SB 1383. Since this time, there are new and emerging issues including, but not limited to, solar panels and EV batteries and regulations for solid waste facilities like Shoreway and regulations related to recently passed battery legislation that require continued monitoring and advice by an advocacy group to best represent the AUTHORITY. Having a legislative advocate work on the below tasks has and will continue to raise the AUTHORITY's profile in Sacramento.

Task 1: High Priority Tasks

- CONSULTANT will work with agencies to implement passed legislation sponsored by AUTHORITY to collect and recycle lithium-ion batteries.
- CONSULTANT will help AUTHORITY continue to work with agencies and the Legislature to ease the implementation of SB 1383.
- CONSULTANT will explore opportunities with AUTHORITY to sponsor or engage with legislation to address priority issues that may include EV batteries, plastics, and other priority issues as determined and/or raise AUTHORITY profile in Sacramento.
- CONSULTANT will regularly provide updates to AUTHORITY on any sponsored legislation and SB 1383 implementation.

Task 2: Medium Priority Tasks

- CONSULTANT will track agency activities and provide updates and strategic advice on how AUTHORITY should engage in these activities.
- CONSULTANT will track and provide updates on local regulations issued by the Bay Area Air Quality Management District and the regional water quality control board.

Task 3: Lower Priority Tasks

- CONSULTANT will monitor legislation of importance to AUTHORITY, submit support letters, and advocate at public committee hearings.

- CONSULTANT will advocate for funding in the budget to support organic waste recycling infrastructure from cap-and-trade auction revenues or another funding mechanism.
- CONSULTANT will staff the “Zero Waste Now” coalition to help waste management agencies advocate for a set of waste policies and priorities.

SCHEDULE OF PERFORMANCE

CONSULTANT shall perform Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and SBWMA so long as all Services are completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of Services consistent with the schedule below within 2 weeks of receipt of the notice to proceed.

Task	Completion
1. High Priority Tasks	December 31, 2024
2. Medium Priority Tasks	December 31, 2024
3. Lower Priority Tasks	December 31, 2024

COMPENSATION

The AUTHORITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement based on the monthly rate schedule attached.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the AUTHORITY.

Description	Monthly Rate
Consulting	\$4,200
Lobbying	\$1,800
Total	\$6,000

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
 Invoice for Professional Services from 1/1/23 to 1/31/23

TASK 1 TITLE/Description

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

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

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

TOTAL THIS TASK: \$600.00

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

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

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

STAFF REPORT

To: SBWMA Board Members
From: Emi Hashizume, Environmental Education Manager
Date: November 17, 2022 Board of Directors Meeting
Subject: Resolution Approving a One Year Contract with Royal Coach Tours not to exceed \$60,000 with an optional two, one-year extensions for a total contract award not to exceed \$180,000 for Shoreway Tours Bussing Services

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2022-51 attached hereto authorizing the approval of a one-year base contract with up to two additional option years for a total contract value of \$180,000 with Royal Coach Tours for student bus services for the Shoreway Tour Program.

Summary

To meet current and anticipated transportation needs to support the reactivation of the SBWMA's restructured Environmental Education program's on-site facility tour program for school children, and to satisfy a public procurement review via the RFQ process, Staff recommends and seeks approval for the execution of a contract with Royal Coach Tours for bus services for a base year term of not-to-exceed amount of \$60,000, with the ability to execute up to two additional optional years for a total not-to-exceed amount of \$180,000. The vendor recommendation is based on qualifications and the anticipated needs of the in-person Shoreway Tours Program.

Analysis

Procuring bus services for school field trips is a large expense for schools – the high cost of student transportation is often a barrier that prevents classes from underserved and low-income communities from participating in off-campus learning opportunities. To equitably accommodate all school requests and offer more accessible programming, the Shoreway Tours Program provides no-cost busing to 3rd through 5th grade classes from schools located in the SBWMA service area.

The current bus service contract expires in December 2022. A new RFQ for bus services was issued to eleven (11) companies on Friday, September 23, 2022. The SBWMA received two (2) qualified proposals by the October 19th, 2022, deadline.

SBWMA Staff completed an initial review of both proposals and selected the final recommendation based on quality of proposal and pricing structure. The proposals were reviewed by Emi Hashizume (SBWMA Environmental Education Manager), Reyna Ocegüera (SBWMA Environmental Education Coordinator), Julia Au (SBWMA Senior Outreach, Education and Compliance Manager) and Joanne Nghiem (SBWMA Senior Management Analyst). After contacting the top two (2) candidates with follow-up questions, Staff selected the final vendor recommendation based on the following criteria:

- quality of proposal

- pricing structure (trip length, passenger counts, etc.)
- scheduling and cancellation policies
- proximity of local dispatch center and company headquarters
- staff responsiveness

Based on Royal Coach Tours' trip rates (compared to the other proposal), flexibility with passenger counts, and highly responsive management, Staff recommends Royal Coach Tours as the company to provide transportation services to classes participating in the Shoreway Tour Program. The proposed contract with Royal Coach Tours is in **Exhibit A**, which includes a full scope of work, timeline, and detailed costs.

If bus services are not provided or covered by SBWMA, then school groups must arrange carpooling or independently pay for the cost of traveling to the Shoreway Environmental Center for in-person tours.

Background

SBWMA currently holds a contract with Royal Coach Tours for Shoreway Tours Program bussing services, previously approved by the Board of Directors. Royal Coach Tours has been the bus service provider for the Agency since 2020. Due to the COVID-19 pandemic, temporary suspension of in-person tours, moratorium and then slow re-introduction of in-person student learning and off-campus field trips, transportation services for school tours were not heavily utilized the past 3 years. SBWMA Staff plans to return to regularly hosting in-person tours for classes and necessitates a transportation provider that reflects the high standards of SBWMA.

Fiscal Impact

The adopted FY 2023 budget includes \$60,000 for bussing services. SBWMA currently pays an average of \$480 per trip with Royal Coach Tours. With the approval of the recommended contract, the Agency will pay an average of \$498 per trip. This adjusted price will not substantively impact budget projections.

Attachments:

Resolution 2022-51

Exhibit A – Proposed Contract with Royal Coach Tours



RESOLUTION NO. 2022-51

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A ONE YEAR BASE CONTRACT WITH UP TO TWO ADDITIONAL OPTION YEARS FOR A TOTAL CONTRACT VALUE OF \$180,000 WITH ROYAL COACH TOURS FOR SHOREWAY TOURS PROGRAM BUS SERVICES

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

Transportation services for one base year starting January 1, 2023 as described in the Contract attached hereto as **Exhibit A**, and;

WHEREAS, no-cost bus transportation for students in the SBWMA service area is an important and vital component of the Shoreway Tour Program;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the Executive Director to execute a one-year contract with Royal Coach Tours for student bus services with a not-to-exceed budget of \$60,000, with the possible execution of an optional term up to two additional years, for a total contract value not-to-exceed \$180,000.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 17th day of November, 2022, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-51 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on November 17, 2022.

ATTEST:

Alicia Aguirre, Chairperson of SBWMA

Cyndi Urman, Clerk of the Board

VENDOR AGREEMENT FOR PRODUCTS AND/OR SERVICES
FOR
SCHOOL TOURS BUS TRANSPORTATION SERVICES

This Agreement is made and entered into as of the 1st day of January, 2023 by and between the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY hereinafter called "AUTHORITY" and ROYAL COACH TOURS, INC. hereinafter called "VENDOR".

RECITALS

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

- A. That AUTHORITY desires to engage VENDOR to provide a product and/or services to the AUTHORITY;
- B. That VENDOR is qualified to provide the product and/or services to the AUTHORITY and;
- C. That the AUTHORITY has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.

- 1. A. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Services").

Performance of the Services specified in Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

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

- B. Product. The product to be supplied by VENDOR under this Agreement is set forth in Exhibit A, attached hereto and, by this reference, made a part hereof ("Product").

Timely delivery of the Product specified in Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the parties.

- 2. Term. The term of this Agreement shall commence upon the date hereinabove written and shall expire at midnight on December 31, 2023, unless: (a) extended as provided in the paragraph below, or (b) terminated earlier pursuant to Section 9 of this Agreement.

AUTHORITY in its sole discretion, may extend the Term for up to two additional one-year periods (i.e., until December 31, 2025), on the same terms and conditions. If AUTHORITY wishes to extend the Term, it shall give VENDOR notice of its intent to extend at least ninety (90) days prior to the expiration of the then-existing Term.

3. Schedule. Time is of the essence in the performance of Services under this Agreement. VENDOR shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit A. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by VENDOR in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the VENDOR. AUTHORITY'S agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of VENDOR.
4. Compensation; Expenses; Payment. AUTHORITY shall compensate VENDOR for all Products supplied or Services performed by VENDOR hereunder as shown 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 shall not exceed the sum Sixty Thousand Dollars (\$60,000) per year unless additional amounts have been approved in advance of supplying the Product, performing the Services or incurring the costs and expenses by AUTHORITY's Executive Director (for contracts less than \$60,000) or Board of Directors (for contracts \$60,000 or more) evidenced by motion duly made and carried.

Compensation and reimbursement of costs and expenses hereunder shall be payable to VENDOR as set forth in Exhibit B. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed as more particularly described in Exhibit B, attached hereto and by this reference made a part hereof.

5. Additional Services. In the event AUTHORITY desires the delivery of additional Products or performance of additional Services not otherwise included within Exhibit A, such Products or Services shall be authorized in advance by AUTHORITY's Executive Director (for contracts less than \$60,000) or Board of Directors (for contracts \$60,000 or more) by motion duly made and carried. Such amendment to this Agreement shall include a description of the Product to be delivered or 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. Except to the extent

modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.

6. Records. VENDOR shall keep and maintain accurate records of Products delivered or of all time expended in performing Services and costs and expenses incurred relating thereto. Said records shall be available to AUTHORITY for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to AUTHORITY, become the property of AUTHORITY
8. Relationship of Parties. It is understood that the relationship of VENDOR to the AUTHORITY is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the AUTHORITY.
9. Termination or Suspension of Agreement.
 - (a) The AUTHORITY may suspend the performance of the Services or delivery of Products, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to VENDOR. Upon receipt of such notice, VENDOR will immediately discontinue its performance of the Services or delivery of Products.
 - (b) VENDOR may terminate this Agreement or suspend its performance of the Services or delivery of Products by giving thirty (30) days prior written notice thereof to AUTHORITY, but only in the event of a substantial failure of performance by AUTHORITY.
 - (c) Upon such suspension or termination, VENDOR shall deliver to the AUTHORITY immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by VENDOR or its contractors, if any, or given to VENDOR or its contractors, if any, in connection with this Agreement. Such materials will become the property of AUTHORITY.
 - (d) Upon such suspension or termination by AUTHORITY, VENDOR will be paid for the Services rendered, delivery of Products or materials delivered to AUTHORITY in accordance with the scope of Services or delivery of Products on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account

of a default by VENDOR, AUTHORITY will be obligated to compensate VENDOR only for that portion of VENDOR's Services or Products which are of direct and immediate benefit to AUTHORITY as such determination may be made by the Executive Director acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 10, 11, 12, 9(d), and 14.

(e) No payment, partial payment, acceptance, or partial acceptance by AUTHORITY will operate as a waiver on the part of AUTHORITY of any of its rights under this Agreement.

10. Indemnity. Each party hereby covenants and agrees to indemnify, defend, save and hold harmless the other Party, its parent company, subsidiaries and affiliates, and their directors, officers, and employees, free and clear from and against any and all liabilities, losses, costs, expenses (including reasonable attorney's fees), judgements, claims, claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from or in any way connected with their own (i) negligent acts or omissions, or willful misconduct, or the negligent acts or omissions or willful misconduct of their owners, officers, agents, employees, temporary employees, hired-workers, contractors, subcontractors or members in connection with the service provided and/or (ii) their breach of any representations or warranties set forth in this Agreement.

11. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's Services or Product delivery to be performed hereunder covering AUTHORITY's risks in form subject to the approval of the AUTHORITY's 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:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily

	injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)
¹ Cyber Liability	\$1,000,000 per claim and annual aggregate with a carrier with an A.M. Best rating of A VI (also titled Network Security/Cyber/Privacy liability)

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.

VENDOR 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 VENDOR shall agree to be bound to VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR 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. VENDOR 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.

Applicable to Workers Compensation, Employers Liability, Commercial General Liability, and Automobile Liability policies, concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit C, or equivalent, furnish AUTHORITY with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to

¹ Note: Cyber liability insurance coverage is not required if the VENDOR is not providing a service involving control of and/or access to SBWMA's website or sensitive financial/other data. Please check and initial the following if cyber liability is **NOT** required for this agreement. Recommended _____
 [Project Manager] Approved _____[Risk Manager]

commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following 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 AUTHORITY, its boards, officers, employees and agents, as additional insureds; and
- (c) Providing the additional insured coverage under VENDOR's insurance policy shall be primary and non-contributory insurance with respect to AUTHORITY, its boards, officers, employees and agents, and any insurance or self-insurance maintained by AUTHORITY for itself, its officers, boards, employees, or agents shall be in excess of VENDOR's insurance and not contributory with it. VENDOR 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 VENDOR/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 VENDOR and AUTHORITY in the same manner and to the same extent as VENDOR 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.

VENDOR 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 VENDOR 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 VENDOR.

12. WORKERS' COMPENSATION. VENDOR 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 VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR 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 VENDOR 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 VENDOR 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.
14. Notice. All notices required by this Agreement shall be given to the AUTHORITY and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

AUTHORITY: Rethink Waste
610 Elm St, Suite 202
San Carlos, CA 94070
Attention: Emi Hashizume, Environmental
Education Manager
Joanne Nghiem, Management Analyst III

VENDOR: Royal Coach Tours, Inc.
Attention: Lynee Craddock, Director of Sales
630 Stockton Ave
San Jose, CA 95126

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. 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.
18. 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.
19. 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.
20. Entire Agreement. This Agreement, including Exhibits A, B, and C, comprises the entire Agreement.
21. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below. The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
22. Counterparts. This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

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

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Alicia Aguirre, Board President

ATTEST:

Dated: _____

Cyndi Urman, Board Secretary


APPROVED AS TO FORM

Dated: _____

Jean Savaree, Legal Counsel

VENDOR

Dated: 11/4/2022



Lynee Cradduck, Director of Sales

EXHIBIT A

SCOPE OF WORK AND WORK SCHEDULE FOR BUS TRANSPORTATION SERVICES

Scope of Deliverables and Services:

The services to be performed by VENDOR under this Agreement are outlined in the Scope of Work (see below). Performance of the work specified in the Scope of Work is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of AUTHORITY and VENDOR.

Project Schedule:

Busing services shall be scheduled as needed. The Term of this Agreement shall commence on or around January 1st, 2023 and shall terminate on December 31st, 2023, unless extended or terminated earlier. At most around seven bus trips per week will be required, of which half would need pick-up from schools around 8:45am and then from Shoreway around 11am (after morning tour ends). The other half would need pick-up from schools at 11:45am and from Shoreway at 2pm (after afternoon tour ends).

Scope of Work:

VENDOR will provide bus transportation to and from the Shoreway Environmental Education Center, located at 333 Shoreway Road San Carlos, California from schools located within the South Bayside Waste Management's (herein SBWMA) service area. Member agencies include the cities of Belmont, Burlingame, East Palo Alto, Foster City, Menlo Park, Redwood City, San Carlos and San Mateo, the Town of Hillsborough, the County of San Mateo and the West Bay Sanitary District.

Buses will be scheduled as needed. The Environmental Education Manager, or designee, will contact VENDOR to make busing arrangements no less than a week in advance of the planned event. The Environmental Education Manager will provide email or phone call requests and/or changes to scheduling of buses. The Environmental Education Manager will provide pick up and drop off times for scheduled buses. VENDOR will provide written/email confirmation of all scheduled requests at least one week before the scheduled bus trips. VENDOR will provide name of driver and contact information one day before the scheduled bus trips. If less than seven days prior notice has not been given on cancellation of bus service scheduled pursuant to this agreement, SBWMA will pay the full applicable charge (busing service charge) to VENDOR.

If VENDOR cancels bus service without 24 hours' notice to the Environmental Education Manager, VENDOR will arrange for comparable bus service from another provider at no added cost to SBWMA and will immediately notify the Environmental Education Manager. If alternate bus service cannot be provided, or if a scheduled pickup or drop off is more than 30 minutes late, SBWMA and the affected school will

incur costs to reschedule classroom activities, loss of staff time, and inconvenience to the public served by the SBWMA's programs. As a remedy of VENDOR's failure to provide service, the VENDOR will, at SBWMA's discretion either: (1) provide bus services on an alternative date selected by SBWMA at no charge to SBWMA or; (2) pay liquidated damages to the SBWMA in an amount equal to busing services charge.

If VENDOR driver expects to arrive at the pre-scheduled school site later than 15 minutes after the appointed time, VENDOR will notify the Environmental Education Manager and school site with estimated time of arrival. If no such notification has been received, buses arriving later than 30 minutes after the appointed time will be considered to have been cancelled by VENDOR without 24 hours' notice.

Tours to the Environmental Education Center are provided to schools throughout the 11 Member Agencies of SBWMA and multiple tours may occur on the same day. This will require that VENDOR provide two individual buses on such days. All buses provided by VENDOR shall be in good working order and equipped to provide the bus transportation services required by this Agreement.

Certifications:

1. Each bus used by VENDOR that is providing bus transportation services pursuant to this Agreement must be currently certified by the California Highway Patrol as a School Pupil Activity Bus (SPAB) and must possess and display its SPAB certificate as required by law.
2. VENDOR motor carrier terminals and maintenance facilities shall maintain, throughout the term of this Agreement, a safety compliance rating of Satisfactory, as assigned by the California Highway Patrol (CHP). A current copy of your CHP rating report shall be forwarded to the Environmental Education Manager.
3. VENDOR shall notify SBWMA in writing within 24 hours of any change in status or of change rating assigned by the California Highway Patrol to VENDOR's motor carrier terminals and maintenance. Failure to keep the agencies informed of your rating can void any and all agreements between SBWMA and VENDOR. VENDOR will not receive compensation for any remaining trips due to an unsatisfactory rating with the California Highway Patrol.
4. Upon request by SBWMA at any time after this agreement, VENDOR shall immediately deliver to SBWMA copies of any and all certificates or inspection reports required by this Section and the California Highway Patrol.
5. Upon request by SBWMA or school officials, including teachers, at any time immediately before, during or after a scheduled field trip, drivers employed by VENDOR to provide bus transportation service pursuant to this Agreement shall immediately produce for inspection valid evidence of their current certification to drive a School Pupil Activity Bus.

EXHIBIT B

VENDOR'S FEES, FEE SCHEDULE AND SAMPLE INVOICE
FOR BUS TRANSPORTATION SERVICES

Total Contract Services:

Payment under this Agreement shall be as per Exhibit A, not to exceed \$60,000 per year.

Itemized Fees:

VENDOR will submit invoices to SBWMA for payment of serviced tours. The amount for each bus trip is outlined below. Trip is defined as the time from pick-up at school to drip-off at school.

Passengers	23	38	48	50	56
3 Hours	\$498	\$525	\$550	\$575	\$598
Each Additional Hour	\$96	\$102	\$114	\$117	\$118

Project Payment Schedule:

VENDOR will submit invoices to SBWMA for payment of serviced tours on a weekly basis (or within 1 month of each bus trip), using the sample invoice template provided below.

Sample Invoice:

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

SAMPLE INVOICE

Vendor Name
 Address
 City State Zip
 Phone Number

Date:
 Project Number:
 Invoice Number:

RethinkWaste
 Attn: Emi Hashizume, Environmental Education Manager
 610 Elm Street, Suite 202
 San Carlos, CA 94070

SBWMA Project: Bus Transportation Services
 Invoice for Professional Services from 1/1/23 to 1/31/23

TITLE/Description e.g. trip date, number of passengers, School and pickup/arrival times

January 11, 2023

39 passengers

- 8:45 a.m. Pick up at Elementary School, Burlingame to Shoreway Environmental.
- 9:25 a.m. Arrived at Shoreway Environmental Center, San Carlos
- 10:45 a.m. Depart Shoreway Environmental Center, San Carlos
- 11:20 a.m. Arrived at Elementary School, Burlingame

Charge: \$500

January 12, 2023

30 passengers

- 9:00 a.m. Pick up at Elementary School, San Mateo to Shoreway Environmental.
- 9:30 a.m. Arrived at Shoreway Environmental Center, San Carlos
- 10:45 a.m. Depart Shoreway Environmental Center, San Carlos
- 11:15 a.m. Arrived at Elementary School, San Mateo

Charge: \$500

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

Total Contract Amount		\$60,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$60,000.00
This Invoice	2%	\$1,000.00
Contract Balance	98%	\$59,000.00

EXHIBIT C

INSURANCE FORMS

VENDOR shall provide, in addition to the Certificates of Insurance, original Endorsement affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached form. No substitute form will be accepted.

ATTACHED

1. Insurance Coverage Form

STAFF REPORT

To: SBWMA Board of Directors
From: Jean Savaree, General Counsel
Date: November 17, 2022 Board of Directors Meeting
Subject: Resolution of the SBWMA Board of Directors finding that meetings of the Board of Directors, Technical Advisory Committee, and all Board appointed Brown Act Committees held via hybrid formally protects against the ongoing and imminent health and safety risks posed to COVID-19 and determining that all such meetings will continue to be held in hybrid format to allow attendance in person or remotely pursuant to California Government Code section 54953(E)

Recommendation

It is recommended that the SBWMA Board of Directors adopt the attached resolution, making the findings required under AB 361 (California Government Code Section 54953) to continue holding public meetings of the Board, Technical Advisory Committee (TAC) and all subcommittees of the Board via teleconference/Zoom videoconference to allow members of those bodies, staff, and the public to attend meetings remotely.

Background and Discussion

On October 21, 2021, November 18, 2021, January 27, 2022, February 24, 2022, April 28, 2022, and June 23, 2022, the SBWMA Board of Directors approved resolutions that made the findings required to continue SBWMA's practice of holding public meetings by Zoom videoconference. Specifically, those resolutions found that:

- 1) the declared state of emergency in response to the COVID-19 pandemic remained in effect;
- 2) State or local officials have imposed or recommended measures to promote social distancing; and
- 3) meeting in person would present imminent risks to the health and safety of attendees.

At the Board's September 22, 2022 meeting, it directed by resolution that meetings of the Board would switch to a hybrid format to allow attendees to participate in the meeting either in person or by Zoom videoconference. The resolution directing that meetings be held in hybrid format made similar findings to the prior resolutions authorizing fully-remote meetings; mainly that attendance at in-person meetings presents an imminent risk of COVID-19 transmission.

Pursuant to AB 361, the Board's findings and authorization to continue meeting remotely cannot remain effective for more than thirty (30) days. As such, the Board must reconsider its determination at each of its meetings to reauthorize remote meetings until the Board no longer believes remote meetings are necessary.

The attached resolution makes similar findings to those previously made by the Board. Staff believes that these finding can and should be made by the Board, due to the ongoing threat of COVID-19 transmission.

On February 9, 2022, the San Mateo County Health Officer, in conjunction with health officers from the other Bay Area counties, announced that he would align the County with the State's masking requirements. While the State subsequently lifted its indoor masking requirements for vaccinated people on February 16, 2022, and for unvaccinated people on March 1, 2022, the California Department of Public Health (CDPH) continues to strongly recommend that all persons, regardless of vaccination status, continue indoor masking.

The San Mateo County Health Officer made a similar recommendation when announcing the County's alignment with the State. Specifically, County Health noted that "continuing to mask in indoor public settings, especially crowded or poorly ventilated spaces, remains the safest choice for an individual and protects those who are medically vulnerable or are not able to get vaccinated, like our youngest children." Further, the County recommended that "people should continue to choose layered prevention strategies, such as wearing well-fitted masks (N95 or double layer cloth over surgical are best); staying home and testing when symptomatic; testing before gatherings; and improving indoor ventilation in situations where these strategies can add protection for themselves and others."

On September 13, 2022, Louise Rogers, Chief of San Mateo County Health, issued a message which noted:

The key messages for prevention and protection remain relevant as we head into the fall and winter seasons. In addition to vaccination, including boosters, we continue to strongly recommend wearing a high-quality mask in indoor public settings and increasing ventilation – such as by opening windows and doors where possible – to help prevent infection.¹

Holding hybrid meetings protects against the ongoing threat of COVID-19 transmission and is the least disruptive method the Board can utilize to protect against the ongoing threat of COVID-19 transmission. COVID-19 spreads easily and quickly through airborne droplets, particularly when indoors. While face coverings, testing, and ventilating indoor spaces can reduce transmission, they cannot eliminate the threat. Conducting hybrid meetings allows attendees to fully participate without requiring that they gather in the same indoor space. Further, hybrid meetings allow those that wish to attend meetings in person to do so, while also allowing attendees to participate in meetings even if they are not comfortable or safe attending in person. Hybrid meetings also allow attendees to participate remotely if have been exposed to COVID-19 or are experiencing symptoms of COVID-19.

Conclusion

As the California state of emergency in response to COVID-19 remains effective and because the California Department of Public Health and San Mateo County Health Officer recommends face coverings and other distancing measures when people gather in indoor public locations, Staff recommends that the Board of Directors approve the attached resolution to continue utilizing a hybrid meeting format.

Attachments:

1. Resolution 2022-53

¹ <https://www.smchealth.org/health-officer-updates/september-13-2022-message-chief>



RESOLUTION NO. 2022-53

RESOLUTION OF THE SBWMA BOARD OF DIRECTORS FINDING THAT MEETINGS OF THE BOARD OF DIRECTORS, TECHNICAL ADVISORY COMMITTEE, AND ALL BOARD-APPOINTED SUBCOMMITTEES VIA HYBRID FORMAT PROTECTS AGAINST THE ONGOING AND IMMINENT HEALTH AND SAFETY RISKS POSED BY COVID-19 AND DETERMINING THAT ALL SUCH MEETINGS WILL CONTINUE TO BE HELD IN HYBRID FORMAT TO ALLOW ATTENDANCE IN PERSON OR REMOTELY PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54953(E)

WHEREAS, on March 4, 2020, the Governor declared a state of emergency in response to the COVID-19 pandemic and California remains in a declared state of emergency; and

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20, temporarily suspending certain provisions of the Ralph M. Brown Act to allow local agencies to hold public meetings teleconference; and

WHEREAS, through subsequent Executive Orders, local agencies were able to continue holding public meetings by teleconference through September 30, 2021; and

WHEREAS, on an emergency basis, on September 16, 2021, the State adopted AB 361, codified at California Government Code Section 54953, which allows local agencies to continue meeting by teleconference under certain circumstances and after making certain findings; and

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors, Technical Advisory Committee (TAC), and all Board-appointed subcommittees have met by videoconference from March 2020 to September 2022 and found it to be an effective method of receiving public input, holding deliberations, and conducting the general business of the SBWMA; and

WHEREAS, the California Department of Public Health (CDPH) and San Mateo County Health Officer lifted their respective indoor mask requirements on February 16, 2022, but still “strongly recommend” that people wear masks when in indoor public settings; and

WHEREAS, the San Mateo County Health Officer continues to recommend additional strategies to prevent transmission of the COVID-19 virus, including staying home and testing when symptomatic and improving indoor ventilation; and

WHEREAS, in accordance with the social distancing measures still encouraged by CDPH and the San Mateo County Health Officer, the Board finds that it is important to continue to provide the option for attendees of its meetings to participate remotely; and

WHEREAS, holding meetings in hybrid format, in which attendees can participate either in person or remotely by videoconference, allows people who are at particular risk if exposed to COVID-19 to participate in meetings without requiring that they attend in person; and

WHEREAS, holding meetings in hybrid format allows attendees who have been exposed to COVID-19 or are experiencing symptoms to participate in Board meetings remotely and avoid exposing other attendees; and

WHEREAS, September 22, 2022, the Board of Directors determined that it was appropriate to move from fully remote meetings to a “hybrid” model for public meetings of the Board, TAC, and Board-appointed subcommittees; and

WHEREAS, the Board of Directors has reconsidered its direction to meet in hybrid format again and finds that meeting in hybrid format continues to be necessary due to the ongoing threat of COVID-19.

NOW, THEREFORE, BE IT RESOLVED, that the SBWMA Board of Directors does find and declare as follows:

1. Since March 4, 2020, and continuing through the date of this Resolution, there has been a declared state of emergency in California in response to the COVID-19 pandemic; and
2. The California Department of Public Health and San Mateo County Health Officer continue to recommend face coverings be worn in indoor public settings as a social distancing measure; and
3. The California Department of Public Health and San Mateo County Health Officer continue to recommend that people take measures to prevent the transmission of COVID-19, particularly when gathering in indoor public settings; and
4. Holding meetings in person creates an imminent risk to the health and safety of attendees because COVID-19 spreads particularly quickly during indoor public gatherings; and
5. Holding hybrid meetings will reduce the possibility of COVID-19 transmission during those meetings by allowing those who are at-risk or potentially suffering COVID-19 symptoms to participate in meetings without physically attending.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the SBWMA Board of Directors directs that the Board, TAC, and all Board-appointed subcommittees shall meet in hybrid format for at least the next thirty days, at which time, or as soon thereafter as the Board shall meet, the Board will review whether this action remains necessary to protect the health and safety of meeting attendees. Any public comment period at any such meeting shall allow comments from members of the public attending remotely in the same form and fashion as comment taken from those attending in-person. If at any time during any such meeting the ability to broadcast the meeting and accept public comments from remote attendees is disrupted, the body holding the meeting shall recess until the disruption is resolved or continue the meeting to a later date when videoconference/teleconference participation can be restored.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 17th day of November 2022, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2022-53 was duly and regularly adopted at a meeting of the South Bayside Waste Management Authority on November 17, 2022.

 Alicia Aguirre, Chairperson of SBWMA

ATTEST:

 Cyndi Urman, Board Secretary