



CONSENT CALENDAR

DRAFT MINUTES

**SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
May 27, 2010 – 2:00 p.m.
San Carlos Library, Conference Room A
610 Elm Street, San Carlos, California**

1. **Roll Call:** CTO 1:04 p.m.
2. **Adjourn to Closed Session** - pursuant to Government Code Section Govt. Code Sec. 54956.9 Conference with Labor Negotiator: Unrepresented employees-(All employees except Executive Director who will act as the Negotiator).
3. **Report from Closed Session**
Board direction that changes in salary ranges. Board direction that merit increases budget allocation be 2%.
4. **Public Comment**
None
5. **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. Adopt the April 22, 2010 BOD Meeting Minutes
 - B. Approval of Change Orders for JRMA Design & Engineering Services
 - C. Approval of Quarterly Investment Report as of 3/31/10
 - D. Receipt of Allied Monthly Metrics

Item 5B was pulled by Martha DeBry.
M/S Patterson/LaMariana approve Consent Calendar Items A, C, D
Motion Passes 11-0-0-1 (Absent: East Palo Alto)
6. **New Business:**
 - A. Review of Draft FY 2011 Budget

Discussion:

Member Fil attributed the decline in C&D revenue to the construction industry being down due to the drop in the economy. He noted that this is probably a natural result of the economy. Fil asked why then we were lowering our C&D rates?

Executive Director McCarthy explained that such a decline is not solely due to the economy and that a decline such as this is not normal even for the type of economy that we are currently in. The decline is due in part to the C&D business located at the Port of Redwood City; they are taking away some of our business because their rates are lower than ours.

Member Hardy asked what percentage of non-franchise C&D goes through our transfer station?

Executive Director McCarthy replied that when he started with the SBWMA it was 25-30%; now it is approximately 20%.

Member Fil asked what our reserve levels are? If there is a drop in commodity prices can we cover the hit to our budget?

Executive Director McCarthy replied that our operating budget for next year will be lower due to the end of the Pub Ed Roll Out campaign and that our revenue is projected to be higher so we should not experience a hit to our budget.

Staff will also bring back documentation on projected revenues and expenditures for C&D.
Further, staff at a future date will bring back a recommendation on pricing philosophy and model for 3rd party tonnages.

B. Update on Storage and Use of Biodiesel in Collection Fleet and Transfer Trailers

Discussion:

Members DeBry and Nava suggested staff draft a letter for the Member Agencies to send to Recology stating their approval of a temporary delay, subject to periodic review, in using biodiesel while staff and the board look in to alternative fuel options.

7. Staff Updates

- a) Update on Allied Contract Compliance
- b) Discussion on Member Agency Rate Setting: Rate Categories and Service Fees
- c) Shoreway Construction Update
- d) Shoreway Environmental Remediation Update
- e) Commercial Recycling Communications and Outreach Plan and Recology Blitz Plan
- f) Recycling and Outreach Programs Update
- g) Preview of Upcoming Board meetings

On item 7B staff will plan for a Board workshop on rate compensation issues.

On item 7E staff will send out a follow-up email asking for Board feedback on the Commercial Recycling Communications and Outreach Plan.

On item 7F staff will send out a follow-up email re: Member Agency staff participation in workshops.

8. Approval of Consent Calendar – Item B

Member DeBry asked for clarification of Delta 5: The Delta 5 redesign by JRMA is quoted at a not to exceed amount of \$36,920.00; is this amount being included in this request?

Staff Gans replied, no, it is not included and will be presented at a later date.

M/S DeBry/LaMariana approve Consent Calendar Item B

Motion Passes 11-0-0-1 (Absent: East Palo Alto)

9. Board Member Comments

None

10. Adjourn: 4:16 p.m.



STAFF REPORT

To: SBWMA Board Members
From: Kevin McCarthy, Executive Director
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Approving a Contract with Aaronson, Dickerson, Cohn & Lanzone for Legal Counsel Services for FY 2011

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-16 attached hereto authorizing the following action:

The Executive Director execute a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) to provide Legal Counsel services for FY 2011 with a not to exceed budget of \$60,000.

Analysis

This contract is an extension of the contract for legal services the SBWMA has had with the ADCL firm since the inception of the SBWMA. Staff considered conducting a competitive review process for these services, but decided that it was critical to maintain the institutional knowledge of Mr. Lanzone's law firm during the critical upcoming period in which new collection franchise agreements and the Shoreway operations agreement are being implemented. Staff will recommend that a competitive review be conducted for FY 2012.

Fiscal Impact

A new contract will be executed with a not to exceed amount of \$60,000. This is \$15,000 lower than the projected amount for FY 2010. The \$60,000 is reflected in the proposed FY 2011 Budget.

Attachments:

Resolution 2010-16

Exhibit A – Professional Services Agreement with Aaronson, Dickerson, Cohn & Lanzone



RESOLUTION NO. 2010-16

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH
AARONSON, DICKERSON, COHN & LANZONE FOR LEGAL COUNSEL SERVICES
FOR FY 2011

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

Annual Legal Counsel Services for FY 2011

NOW, THEREFORE, BE IT RESOLVED that the SBWMA Board of Directors approves the contract attached hereto as Exhibit A and the Executive Director is authorized to sign the contract.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 24th day of June, 2010, by the following vote:

| <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|----------------|------------|-----------|----------------|---------------|----------------------------|------------|-----------|----------------|---------------|
| Atherton | | | | | Menlo Park | | | | |
| Belmont | | | | | Redwood City | | | | |
| Burlingame | | | | | San Carlos | | | | |
| East Palo Alto | | | | | San Mateo | | | | |
| Foster City | | | | | County of San Mateo | | | | |
| Hillsborough | | | | | West Bay Sanitary District | | | | |

I HEREBY CERTIFY that the foregoing Resolution No. 2010-16 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

Jim Porter, Chairperson of SBWMA

Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

Robert Lanzone, SBWMA Counsel



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **25th day of June, 2010** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **ADCL** hereinafter "Consultant".

RECITALS

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

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

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be to **complete legal counsel services as** outlined in Exhibit A.

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

2. Term of Agreement

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

3. Compensation

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

4. Authorization and Termination

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

5. Reliance of Professional Skill of Consultant

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

6. Relationship to Parties

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

7. Nonassignment

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

8. Amendments

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

9. Validity

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

10. Government Law/Litigation

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

11. Mediation

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

12. Entire Agreement

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

13. Indemnity

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

14. Insurance

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

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

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

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

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of

such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice

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

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

Consultant: **Aaronson, Dickerson, Cohn & Lanzone**
Robert Lanzone
939 Laurel Street, Suite D
San Carlos, CA 94070
Phone: (650) 593-3117
Fax: (650) 637-1401

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

DATED: _____, 2010

SBWMA

BY: _____
Kevin McCarthy, EXECUTIVE DIRECTOR

CONSULTANT:

DATED: _____, 2010

BY: _____
ADCL

NOTICE TO PROCEED

DATED _____, 2010

BY: _____
Jeannene Minnix Kingston, Board Secretary

EXHIBIT A (Scope of Work/Fee Schedule)

Robert J. Lanzone, providing legal services through the firm of Aaronson, Dickerson, Cohn & Lanzone, shall provide the following legal services to the South Bayside Waste Management Authority:

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

Work will be completed on an agreed upon hourly rate of \$210 per hour.



STAFF REPORT

To: SBWMA Board Members
From: Kevin McCarthy, Executive Director
 Marshall Moran, Finance Manager
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Approving Contract with the City of San Carlos for Accounting and Financial Services for FY 2011

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-17 attached hereto authorizing the following actions:

1. Approve a Contract (attached hereto as Exhibit A) with the City of San Carlos to provide financial services for FY 2011 with a not to exceed budget of \$100,000 for financial services and an estimated \$10,000 for preparation of the calendar year financial statement preparation as required by the bond covenant; and \$15,000 for the annual outside fiscal year audit conducted by Maze and Associates including the calendar year financial statement.
2. Authorize the Executive Director to execute such contract.

Analysis

Use of the City of San Carlos for financial services, primarily accounting services, continues a successful shared services model that leverages the use of the City's accounting department while maintaining overall financial management and financial analysis responsibilities in-house. The description of services is outlined in the table below:

SBWMA FINANCIAL SERVICES

Rate: \$99 per hour

| Scope of Financial Services to include: | Description of Services | FY 2011 | Total Hours | Hours per Month |
|--|---|---------------------|----------------|-----------------|
| Daily Cash | Banking Verification | \$3,000.00 | 30.30 | 2.53 |
| Administrative Services | Filing | 1,000.00 | 10.10 | 0.84 |
| Accounts Payable * | Payments of invoices and recording of capital payments paid through bond proceeds | 26,000.00 | 262.63 | 21.89 |
| Billing | Pass thru Accounting Service to Member Agency | 1,000.00 | 10.10 | 0.84 |
| Cash Receipts | Deposits/Wires | 1,000.00 | 10.10 | 0.84 |
| GL (monthly reconciliations, journals) | Reconciliation of balance sheet accounts including 6 cash/investment accounts | 26,000.00 | 262.63 | 21.89 |
| Fiscal Year Monthly Financial Reporting | Budget to actual Monthly reports compiled, coding reviewed and sent to SBWMA | 13,000.00 | 131.31 | 10.94 |
| Quarterly Investment Report | Submitted to Board Quarterly | 1,000.00 | 10.10 | 0.84 |
| Audit, CAFR and Year-end Activities | Preparation of audit checklist, footnote disclosures, GASB 34 and other annual reports required | 28,000.00 | 282.83 | 23.57 |
| Total to be performed by City of San Carlos | | \$100,000.00 | 1010.10 | 84.18 |

* Includes additional volume related to contract change mid-year

Background

On March 1, 2000, the San Carlos Finance Department began providing full financial services for the SBWMA. The SBWMA agreed to fund one-half of the salary and benefits for a new City position of Investment and Revenue Manager for financial services and 250 Finance Director hours (salary and benefits) for Finance Director Services. The City has continued to provide these services and the SBWMA has paid for the services. In May 2006, the City of San Carlos hired a new Administrative Services Director which eliminated the vacant Finance Director position, and the City has continued to provide financial services to the SBWMA.

Fiscal Impact

The SBWMA will pay the City of San Carlos \$100,000 for financial services, an increase of \$2,000 from FY 2010 , an estimated \$10,000 preparation of the calendar year financial statement preparation, and \$15,000 for an outside financial auditor compared to \$12,000 last year. These expenses are included in the proposed FY 2011 Budget.

Attachments

Resolution 2010-17

Exhibit A -- Professional Services Agreement – Financial Services



RESOLUTION NO. 2010-17

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS
APPROVING A CONTRACT WITH THE CITY OF SAN CARLOS FOR
ACCOUNTING AND FINANCIAL SERVICES FOR FY 2011 AND AUTHORIZING
THE EXECUTIVE DIRECTOR TO EXECUTE SUCH CONTRACT**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into an agreement with the City of San Carlos for the purpose of providing the following services:

Financial Services for FY 2011, more particularly described in the Agreement attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the recommendation to enter into contract with the City of San Carlos and authorizes the Executive Director to execute such contract.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 24th day of June, 2010, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2010-17 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

Jim Porter, Chairperson of SBWMA

Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

Robert Lanzone, SBWMA Counsel

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 1st day of July, 2010 by and between the City of San Carlos hereinafter called "CITY" and South Bayside Waste Management Authority hereinafter called "SBWMA".

RECITALS

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

- A. The SBWMA is a joint powers authority established under Government Code 6500 et seq.
- B. That SBWMA desires to engage CITY to render certain financial services to the SBWMA related to carrying on the day to day financial operations of the SBWMA;
- C. That CITY is qualified to provide such services to the SBWMA and;

THEREFORE, the SBWMA has elected to engage the services of CITY upon the terms and conditions as hereinafter set forth.

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

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

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

2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CITY. (b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, SBWMA shall compensate CITY for services rendered, and reimburse CITY for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of SBWMA to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to SBWMA hereunder.
3. Compensation; Expenses; Payment. SBWMA shall compensate CITY for all services performed by CITY hereunder in an amount based upon terms set forth in Exhibit A and Exhibit B.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon quarterly billing therefore by CITY to SBWMA.

4. Additional Services. In the event SBWMA 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 SBWMA's Executive Director (for contracts less than \$50,000 or authorized by SBWMA Board action for contracts \$50,000 or more by motion duly made and carried). Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefore, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Any additional services causing the total contract price to exceed \$50,000, shall require approval by the SBWMA Board. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CITY shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CITY hereunder. Said records shall be available to SBWMA for review and copying during regular business hours at CITY's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
 7. Reliance on Professional Skill of CITY. CITY represents that it has the necessary professional skills to perform the services required and the SBWMA shall rely on such skills of the CITY to do and perform the work. In performing services hereunder CITY shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CITY hereunder. CITY acknowledges the importance to SBWMA of the skill, competency, ability to appropriately work with SBWMA staff and expertise of individual staff assigned to the project, and accordingly the individuals assigned to the Project must be acceptable to SBWMA.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CITY pursuant to the terms of this Agreement, shall, upon preparation and delivery to SBWMA, become the property of SBWMA.
9. Relationship of Parties. It is understood that the relationship of CITY to the SBWMA is that of an independent contractor and all persons working for or under the direction of CITY are its agents or employees and not agents or employees of the SBWMA.
10. Schedule. CITY shall adhere to the schedule set forth in Exhibit A; provided, that SBWMA shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CITY's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CITY's officers or employees.

CITY acknowledges the importance to SBWMA of SBWMA's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner consistent with that schedule.
11. Indemnity. CITY hereby agrees to defend, indemnify, and save harmless SBWMA, its boards, commissions, officers, attorneys, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs of litigation and attorneys fees) of every nature, kind or description, which

may be brought against, or suffered or sustained by, SBWMA, its boards, commissions, officers, attorneys, employees or agents arising or resulting directly or indirectly from any act or omission of CITY, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CITY 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; provided, however, that nothing herein contained shall be construed to require CITY to indemnify SBWMA, its boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CITY shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance covering risks relating to CITY's services to be performed hereunder 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 CITY's vehicle usage in performing services hereunder) |
| ¹ Professional Liability | \$1,000,000 per claim and \$2,000,000 aggregate |

Concurrently with the execution of this Agreement, CITY shall, on the Insurance Coverage form provided in Exhibit C, furnish SBWMA 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 SBWMA 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 contractor/vendor/consultant is not providing a service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional engineers, doctors, certified public accountants, lawyers, etc.) Please check and initial the following if professional liability is **NOT** required for this agreement. Recommended _____ [Project Manager] Approved _____ [Risk Manager]

- (b) Naming the South Bayside Waste Management Authority its officers, boards, commissions, attorneys, employees, and agents, as additional insureds; and
- (c) Providing that CITY's insurance coverage shall be primary insurance with respect to SBWMA, its officers, boards, commissions, attorneys, employees, and agents, and any insurance or self-insurance maintained by SBWMA for itself, its officers, boards, commissions, employees, or agents shall be in excess of CITY's insurance and not contributory with it.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the City must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

CITY shall furnish the SBWMA with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the SBWMA before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CITY's obligation to provide them. The SBWMA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Waiver of Subrogation

CITY hereby grants to SBWMA a waiver of any right to subrogation which any insurer of said Consultant may acquire against the SBWMA by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the SBWMA has requested or received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SBWMA.

Special Risks or Circumstances

SBWMA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. WORKERS' COMPENSATION. CITY 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 CITY certifies that he will comply with such provisions before commencing the performance of the work of this agreement.

14. NON-DISCRIMINATION. The CITY will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CITY will take affirmative action to insure 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 CITY 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 CITY agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the SBWMA setting forth the provisions of this non-discrimination clause.
15. Notice. All notices required by this Agreement shall be given to the SBWMA and CITY in writing, by first class mail, postage prepaid, addressed as follows:
- | | |
|--------|--|
| SBWMA: | South Bayside Waste Management Authority 610 Elm Street #202 San Carlos, CA 94070 Attention: Kevin McCarthy |
| CITY: | City of San Carlos 600 Elm Street San Carlos, CA 94070 Attention: Jeff Maltbie |
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. If a party refuses or fails to participate in mediation in good faith prior to filing a lawsuit, then that party shall be barred from recovery of attorneys fees and costs of suit.

- 21. Conflict of Interest. CITY may serve other clients, but none who are active within the South Bayside Waste Management Authority or who conduct business that would place CITY in a "conflict of interest" as that term is defined in State law. The Parties hereto acknowledge that Aaronson, Dickerson, Cohn and Lanzone represents both entities under this agreement and knowingly waive the potential conflict of interest.
- 22. Entire Agreement. This Agreement, including Exhibits A and B comprise the entire Agreement between the SBWMA and CITY.

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

CITY OF SAN CARLOS

Dated: _____

Mark Weiss, City Manager

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Kevin McCarthy, Executive Director

APPROVED AS TO FORM

Dated: _____

Gregory J. Rubens, City Attorney

APPROVED AS TO FORM

Dated: _____

Robert J. Lanzone, SBWMA Legal Counsel

EXHIBIT A

SCOPE OF WORK AND SCHEDULE AND FEES

A. SCOPE OF SERVICES

1. The City will perform Financial Services for the SBWMA, including establishing and maintaining bank and investment accounts; financial system set up; establishing and implementing internal financial controls, financial policies and procedures and investment policies; paying vendors; managing receivables; investing surplus cash; reporting fiscal year financial results; managing the year-end audit process; budgeting and performing those tasks necessary to implement these services.

2. In performing the Services under this Agreement, the City employees assigned to provide SBWMA services shall comply with the SBWMA's Bylaws and other rules, principles, and laws applicable specifically to the SBWMA, including without limitation, the SBWMA's Financial Policy and Procedures, as may be amended from time to time. All financial transactions (payments, deposits and transfers) performed by City Employees will have been pre-approved by the SBWMA Executive Director or SBWMA Finance Manager.

3. Nothing herein shall prohibit or otherwise limit the SBWMA's right to enter into further agency agreements and/or work order arrangements with other public agencies for the provision of these or other services.

B. COMPENSATION

1. The SBWMA agrees to pay to City the full cost of providing financial services as shown in this Exhibit A, as the same may be amended from time to time by agreement between the Parties.

2. SBWMA and City acknowledge and agree that compensation paid by SBWMA to City under this Agreement is based upon City's cost of providing the services required hereunder, including salaries and benefits of employees.

3. The SBWMA agrees to reimburse the City for Financial Services. Direct external costs are borne by the SBWMA. Financial services costs are those expenses necessary to administer this Agreement and are included in the fixed rate. City will provide these services for a fixed annual fee for FY 2011 (July 1, 2010 to June 30, 2011) of \$100,000. This fixed rate will be adjusted on an annual basis.

4. Terms of Payment. The City shall submit invoices quarterly for the prior quarter's services. Invoices shall be submitted 30 days prior to the end of the first quarter and shall be delinquent if not paid within 30 days of receipt. Each invoice will detail the quarterly cost of services and prior quarter's direct external costs. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date.

5. Charges for the preparation of the Calendar Year Financials will be billed at a rate of \$99/hour not including expenses. The scope of services noted above includes the work to be performed for a June

30 year end. Any work involved regarding preparation or reconciliation of financial statements with a December 31 year end are outside of initial scope and will be billed separately as agreed to by both parties.

6. Charges for other services and special projects requested of the City will be at a rate of \$99/hour not including expenses. External vendor charges, such as independent auditor, postage, storage and legal fees, will be paid directly by the SBWMA or reimbursed by the SBWMA if paid by the City, and be without City overhead fees. The City will manage the outside audit process (and SBWMA's costs for this management service are included in the annual Administrative Charge).

EXHIBIT B
CITY'S FEE SCHEDULE

SBWMA FINANCIAL SERVICES ESTIMATE

| Scope of Financial Services to include: | FY 2011 |
|---|--------------|
| Daily Cash | \$3,000.00 |
| Administrative Services | 1,000.00 |
| Accounts Payable * | 26,000.00 |
| Billing | 1,000.00 |
| Cash Receipts | 1,000.00 |
| GL (monthly reconciliations, journals) | 26,000.00 |
| Fiscal Year Monthly Financial Reporting | 13,000.00 |
| Quarterly Investment Report | 1,000.00 |
| Audit, CAFR and Year-end Activities | 28,000.00 |
| Total to be performed by City of San Carlos | \$100,000.00 |

* Includes additional volume related to contract change mid-year

Charges for other services including the preparation of the Calendar Year Financials for Bond Covenant and other special projects requested of the City will be at a rate of \$99/hour per NBS Cost Schedule

Other Charges to be billed separately

| | |
|------------------------------------|-----------------------|
| Maze & Associates Audit Fees ** | per Engagement Letter |
| Storage costs | pass-thru |
| Postage costs | pass-thru |
| Calendar Year Financial Statements | T&M rates noted above |

EXHIBIT C

INSURANCE FORMS

CONSULTANT 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

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **City of San Carlos**
600 Elm Street, San Carlos, CA 94070
Attention: _____
Contract Administrator

| Endorsement and Certificates of Insurance Required | Insurer | Policy No. |
|---|---------|------------|
| The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply) | | |
| <input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. (Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85) | | |
| <input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers. | | |
| <input type="checkbox"/> Other: | | |
| Certificates of Insurance Required (no endorsement needed) (Check all that apply) | Insurer | Policy No. |
| <input type="checkbox"/> Workers Compensation: | | |
| <input type="checkbox"/> Professional Liability: | | |

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

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

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

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

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

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

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) _____

ORGANIZATION: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: () _____ DATE ISSUED: _____



STAFF REPORT

To: SBWMA Board Members
From: Kevin McCarthy, Executive Director
Marshall Moran, Finance Manager
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Approving a Contract with HF&H Consultants, LLC for Annual Rate Review Services for FY 2011

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-18 attached hereto authorizing the following action:

The Executive Director execute a contract with HF&H Consultants, LLC for Annual Rate Review Services with a not to exceed budget of \$140,000 for FY 2011.

Analysis

This recommendation is based on HF&H's long standing and unique experience conducting the rate review work for the cost plus rate methodology in place for SBWMA Member Agencies. The scope of work is to perform the 2010 rate review of Allied Waste Services of San Mateo County (Allied) jurisdiction-based refuse, recyclable material, and plant material collection, processing, and disposal application; and, the Shoreway Recycling and Disposal Center application.

Background

On an annual basis the SBWMA conducts a rate review of all collection services provided by Allied for the 12 Member Agencies. The end result of the rate review process is a rate document that is approved by the SBWMA Board of Directors and transmitted to Member Agencies. The document provides rate recommendations, but ultimately the individual Member Agencies retain all responsibility and obligations for recommending and approving rates for their residential and commercial customers.

Concurrent with the rate review for collection services, a separate rate review is conducted of Allied's Shoreway operations. Since the SBWMA owns the Shoreway facility, it retains all responsibility and obligations for recommending and approving rates for this facility.

Fiscal Impact

The attached scope of work is for \$140,000 and reflects a decrease of \$35,000 compared to the annual rate review budget for FY 2010. Staff has included a total of \$180,000 for rate review services in the proposed 2011 budget to allow for additional rate analysis in transition to the new collection franchise agreements and some initial work in 2011 for closeout of the Allied contracts.

Attachments:

Resolution 2010-18

Exhibit A – Professional Services Agreement with HF&H



RESOLUTION NO. 2010-18

RESOLUTION OF THE
 SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS
 AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
 WITH HF&H CONSULTANTS, LLC
 FOR ANNUAL RATE REVIEW SERVICES FOR FY 2011

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with HF&H Consultants, LLC for the purpose of providing the following services:

Annual Rate Review Services for FY 2011

NOW, THEREFORE, BE IT RESOLVED that the SBWMA Board of Directors approves the contract attached hereto as Exhibit A and the Executive Director is authorized to sign the contract.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 24th day of June, 2010, by the following vote:

| <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|----------------|------------|-----------|----------------|---------------|----------------------------|------------|-----------|----------------|---------------|
| Atherton | | | | | Menlo Park | | | | |
| Belmont | | | | | Redwood City | | | | |
| Burlingame | | | | | San Carlos | | | | |
| East Palo Alto | | | | | San Mateo | | | | |
| Foster City | | | | | County of San Mateo | | | | |
| Hillsborough | | | | | West Bay Sanitary District | | | | |

HEREBY CERTIFY that the foregoing Resolution No. 2010-18 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

 Jim Porter, Chairperson of SBWMA

 Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

 Robert Lanzone, SBWMA Counsel



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **25th day of June, 2010** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **HF&H Consultants, LLC** hereinafter "Consultant".

RECITALS

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

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

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be to **complete annual rate review services** as outlined in Exhibit A.

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

2. Term of Agreement

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

3. Compensation

Payment under this Agreement shall be as per Exhibit A, not to exceed \$140,000.

4. Authorization and Termination

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

5. Reliance of Professional Skill of Consultant

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

6. Relationship to Parties

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

7. Nonassignment

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

8. Amendments

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

9. Validity

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

10. Government Law/Litigation

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

11. Mediation

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

12. Entire Agreement

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

13. Indemnity

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

14. Insurance

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

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

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

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

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of

such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice

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

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

Consultant: **HF&H Consultants, LLC**
Richard J. Simonson
2175 N. California Blvd., Suite 990
Walnut Creek, CA 94596
925-977-6950
925-977-6955

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

SBWMA

DATED: _____, 2010

BY: _____
Kevin McCarthy, EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

DATED _____, 2010

Robert J. Lanzone, SBWMA ATTORNEY

CONSULTANT:

DATED: _____, 2010

BY: _____
HF&H Consulting

NOTICE TO PROCEED

DATED _____, 2010

BY: _____
Jeannene Minnix Kingston, Board Secretary



EXHIBIT A (Scope of Work/Fee Schedule)



Agenda Item 5D .

Attachment: EXHIBIT A – ATTACHMENT

- ◆ Exhibit A – Professional Services Agreement with HF&H, Scope of Work Proposal
File too large to include with Packet

Report POSTED at www.rethinkwaste.org



STAFF REPORT

To: SBWMA Board Members
From: Monica Devincenzi, Recycling Outreach & Sustainability Manager
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Approving Contract with Jeffrey Scott Agency (JSA) for Continuation of Collection Services Education & Promotion Campaign Development & Implementation Support for FY 2011

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-19 attached hereto authorizing the following action:

Authorize the Executive Director to execute the attached contract (**Exhibit A**) with Jeffrey Scott Agency (JSA) for Continuation of Collection Services Education and Promotion Campaign Development and Implementation Support for FY 2011 for a not-to-exceed amount of \$570,000.

Analysis

Staff has been working with JSA since December 1, 2009 to develop and implement a strategic communications work plan to ensure that residents and businesses are fully educated and understand the new collection services that will be rolled out starting in August. The goal of the campaign has been to create one that is multidimensional, including advertising, media relations, and community engagement strategies to ensure a smooth transition of the approximately 90,000 households and 10,000 businesses to new collection services.

JSA's scope of services for is included with the contract. Some of the key components of the scope are highlighted below:

- **Media Plan (Exhibit B)** - Developing, producing and launching a media campaign that includes print, radio, television, web, outdoor, cinema and other advertising opportunities to promote the new residential and commercial collection services. This campaign launches in July and continues through March 2011.
- **Single-Family Residential Brochure/Starter Kit** – Developing and producing the collateral that will be delivered with the residential carts and kitchen pails from August through December 2010.
- **Social Media** – Developing and assisting in maintaining social media/marketing sites and strategies for RethinkWaste through such sites as Facebook, Twitter and YouTube to promote the new services. The RethinkWaste Facebook page will launch in July 2010.
- **Rethinker Newsletter** – Developing and producing the quarterly newsletter promoting RethinkWaste programs and sustainability.
- **Community Meetings/Events/Presentations** – Assisting RethinkWaste with planning and preparing for community meetings, events and presentations as needed, including producing materials and logistics that promote and explain the new services.

The following items have been developed and produced by JSA for RethinkWaste to date through their current contract:

- New RethinkWaste logo

- Collection services program names/logos: CartSMART (for residential), BizSMART (for commercial)
- Container images (in-molded graphics) for residential and commercial Recycle, Compost and Garbage Cart lids
- Content/images on new services for RethinkWaste website
- Tabletop display on new residential service (for RethinkWaste/Recology San Mateo County information booth at Member Agency community events)
- Giveaways (for RethinkWaste/Recology San Mateo County information booth at Member Agency community events)
- Garbage Cart Selection brochure (currently being sent to single-family residents)
- Print advertisements for the Garbage Cart Selection brochure
- Media Plan

Staff has been working closely with the Public Education Committee, which has been reviewing and approving the content of the collateral materials (brochures, cart graphics, etc.) and the Media Plan. The committee is comprised of Board Vice Chair Brian Moura (San Carlos), Board Member Laura Galli (Foster City), Lillian Clark (Recycleworks/San Mateo County), and Roxanne Murray (San Mateo.) The committee was created to ensure that Member Agency input is included in the development of the pieces and that the specific needs of the communities are addressed. The committee will continue to serve in this capacity throughout the campaign.

Staff and JSA have also been working collaboratively with Recology, the Member Agencies' selected franchised collection service provider, to ensure that messaging is consistent, and that any public education items that impact the operational aspects of the roll-out meet the required deadlines.

Background

On November 19, 2009, the SBWMA Board of Directors authorized the Executive Director to execute a contract with JSA for the development and implementation of an education and promotion campaign for the roll-out of the new collection services. The term of the original agreement was for the period of December 1, 2009 through June 30, 2011. However, the original contract established a Phase 1 period through June 30, 2010 with a not-to-exceed amount of \$325,000 for both JSA's professional services and reimbursable costs, such as printing. Phase 2 was to encompass the contract period of July 1, 2010 through June 30, 2011, with the contract amount to be established during the budget-setting process for FY 2011.

Fiscal Impact

The SBWMA proposed FY 2011 budget includes \$675,000 for outreach development and implementation for the new collection services. The JSA contract for Phase 2 has been negotiated at a not-to-exceed amount of \$570,000 for both their professional services and reimbursable costs. Of the \$570,000 contract amount, \$225,000 are monies carried over from Phase 1 of JSA's contract which were not expended in FY 2010.

Attachments:

Resolution 2010-19

Exhibit A -- Professional Services Agreement with JSA

Exhibit B -- Media Plan



RESOLUTION NO. 2010-19

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH
JEFFREY SCOTT AGENCY (JSA) FOR CONTINUATION OF COLLECTION SERVICES
EDUCATION & PROMOTION CAMPAIGN DEVELOPMENT & IMPLEMENTATION
SERVICES FOR FY 2011**

WHEREAS, previously the South Bayside Waste Management Authority Board of Directors (Board) approved a contract on November 19, 2009 with the firm of Jeffrey Scott Agency, Inc. (JSA) to provide communications/ media/ marketing services for the rollout of new collection services; and

WHEREAS, attached as Exhibit A hereto is an Agreement for Professional Services for FY 2011 that the Board has reviewed; and

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the Agreement with JSA, Exhibit A hereto.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 24th day of June, 2010, by the following vote:

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

I HEREBY CERTIFY that the foregoing Resolution No. 2010-19 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

Jim Porter, Chairperson of SBWMA

Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

Robert Lanzone, SBWMA Counsel



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 25th day of June, 2010 by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Jeffrey Scott Agency, Inc. (JSA)** hereinafter "Consultant".

RECITALS

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

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

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be to continuing to provide Strategic Communications Planning, Environmental Communications, Media Relations, Creative Development Services, Multi-Cultural Outreach, Community Engagement Strategies and Methods, Social Marketing-Based and Electronic Media Strategies and Communications, Collateral Production and Broadcast Production as outlined in Exhibit A.

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

2. Term of Agreement

Said services shall commence on July 1, 2010 and shall continue through June 30, 2011. The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation

Payment under this Agreement shall be as per Exhibit B, not to exceed **\$570,000**.

4. Authorization and Termination

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

5. Reliance of Professional Skill of Consultant

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

6. Relationship to Parties

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

7. Nonassignment

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

8. Amendments

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

9. Validity

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

10. Government Law/Litigation

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

11. Mediation

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

12. Entire Agreement

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

13. Indemnity

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

14. Insurance

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

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

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

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

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of

such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Ownership of Materials

All materials developed by the Consultant or any other person engaged directly or indirectly by the Consultant to perform the services required hereunder shall be and remain the property of the SBWMA without restriction or limitation upon their use.

16. Notice

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

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

Consultant: **Jeffrey Scott Agency, Inc.**
Marcus Young
450 Geary Street, Suite 301
Phone: (415) 353-5692
Fax: (415) 353-5695

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

DATED: _____, 2010

SBWMA

BY: _____
Kevin McCarthy, EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

DATED _____, 2010

Robert J. Lanzone, SBWMA ATTORNEY

CONSULTANT:

DATED: _____, 2010

BY: _____
Marcus Young, Jeffrey Scott Agency

NOTICE TO PROCEED

DATED _____, 2010

BY: _____
Jeannene Minnix Kingston, Board Secretary



EXHIBIT A – Scope of Services

PROJECT UNDERSTANDING & GOALS

The SBWMA and its Consultant will be designing, producing and implementing a Public Education and Promotion Campaign for the Roll-Out of New Collection Services by January 1, 2011 to the SBWMA Member Agencies. Goals of this project include:

- *Promoting awareness and understanding of the new and improved solid waste, recycling and organic collection services;*
- *Encouraging maximum participation by residents and businesses; and*
- *Educating and engaging the public on the SBWMA's goals and vision for sustainable materials, management practices.*

The Public Education and Promotion Campaign will be developed in coordination and collaboration with the SBWMA Member Agencies and the SBWMA's franchised collection services provider to ensure that both continuity in the messaging and the needs of the communities are met.

ELEMENTS OF THE SCOPE

1. Creative Development Services

Provide creative development to SBWMA staff for the production of outreach such as broadcast, print, and electronic (e.g. web, e-mail) advertising, brochures, fact sheets, direct mail, outdoor media, signage, video, displays or promotional items.

This may include providing services related to the production of marketing materials including: copywriting, illustration, photography, art direction, graphic design/production, television and radio production, video production, and media planning services.

All final artwork is to be provided to the SBWMA on disk, as well as in an accessible PDF format. All printed material must utilize a minimum of 30 percent recycled content paper and environmentally friendly ink.

A. Timeline: July 1, 2010 – June 30, 2011

B. Deliverables Include:

- | | |
|---|------------------|
| a. Single-Family Residential Brochure(s)/Starter Kit | \$130,000 |
| Finalize and produce residential brochure(s)/starter kit that details the new residential services, program parameters and general information in English, Spanish and Chinese. Multiple templates may be necessary to reflect Member Agency-specific programs. Brochures should be designed in downloadable PDF format. The brochure/starter kit will be delivered to residents August 30 through December 18, 2010. | |
| b. Single-Family Kitchen Pail Sticker | \$20,000 |
| Develop and produce artwork for sticker to be adhered to the lids of the compost kitchen pails detailing the items that are accepted in the pail. The sticker is to rely primarily on the use of graphics to relay message, and must complement the Compost | |

Cart graphics already produced. Final sticker dimensions are to be provided by the SBWMA. Pail stickers are to be produced in September 2010.

- c. Advertising** **\$50,000**
Develop and produce artwork for electronic and print media based on the final Media Plan. Advertising may be produced in both English and Spanish, and thus must be easily translatable. Graphics, images and icons should be universally and easily understood (e.g., the three chasing arrows is a universal symbol for recycling). Artwork to be produced July 2010 through January 2011.
- d. Newsletter** **\$0**
Develop and produce quarterly newsletter targeting single-family and multi-family audiences. The newsletter must be in four-color, and format must allow for direct mail or to be included as a bill insert.
- e. Used Motor Oil Container Sticker** **\$3,500**
Develop and produce artwork for sticker to be adhered to the used motor oil containers. The sticker is to rely primarily on the use of graphics to relay message. Final sticker dimensions are to be provided by the SBWMA. Used motor oil container stickers are to be produced in November 2010.
- f. Bill Inserts** **\$10,000**
Develop and produce bill inserts as needed throughout the term of the contract.
- g. Social Marketing** **\$10,000**
Develop and produce strategy, artwork and content for social marketing sites such as Facebook, Twitter, and My Space. This may include copy, images or videos. Provide training to SBWMA staff on using, monitoring and updating these sites. Gather information on site traffic, demographics of site visitors, assess effectiveness of content and messaging, and adjust accordingly. The SBWMA may also pursue developing applications for smart phones. SBWMA's Facebook page to launch July 2010.
- h. SBWMA Website** **\$5,000**
Assist the SBWMA in updating the RethinkWaste.org website with new artwork, and developing customer-friendly applications and content for providing updated information related to the roll-out. This is ongoing throughout the term of the contract.
- i. E-Blast Newsletters** **\$2,500**
Develop templates for push mail/e-blasts, and assist with content as needed. Templates to be produced in July 2010.
- j. Giveaways** **\$1,000**
Develop and produce useful and, environmentally friendly giveaways promoting the RethinkWaste brand, program theme or new services as determined throughout the term of the contract. The promotional items may be used at events, meetings or delivered to targeted audiences. Items must be durable and contain recycled content.
- k. Signs/Posters/Banners** **\$2,500**
Develop and produce signs, posters or banners as needed for display at meetings and events throughout the term of the contract.

- | | |
|---|-----------------|
| I. Business Outreach | \$10,000 |
| Develop specific recycling outreach material and programs as needed targeting businesses. This includes a direct mail piece to be sent to businesses in July 2010 and bill insert in August 2010, informing businesses and property owners/managers of the changes in services, containers and service providers. | |
| m. Account Management | \$27,000 |
| All of the Consultant's day-to-day management of the account, interfacing with the SBWMA and the Consultant's art department, managing vendor relationships, media planning and execution, billing and negotiations, travel expenses, electronic fees, and other related expenses. | |

2. Media Plan **\$267,000**

This is based upon the final plan as approved by the SBWMA, and comprises direct costs of the actual media buy. Costs are allocated based on various outlets of advertising detailed in the final Media Plan.

A. Timeline: July 19, 2010 – March 20, 2011

3. Media Relations

Provide media relations services as needed throughout the term of the contract. This includes identification of news media opportunities, timing and preparation of press releases and media packets, key messages for the media, identifying appropriate media outlets, pitching of news stories, dissemination of press releases, video news releases, video footage (b-roll), and logistics and coordination of press events as needed.

A. Timeline: July 1, 2010 – June 30, 2011

B. Deliverables Include:

- | | |
|--|----------------|
| a. Press Releases | \$1,000 |
| Prepare and disseminate press releases as needed to local, national and industry-specific media as appropriate. This is ongoing throughout term of the agreement. | |
| b. Media Packets | \$2,000 |
| Develop and produce media packets, including fact sheets, camera/broadcast-ready photographs, digital images or other material as appropriate. This is ongoing throughout term of the agreement. | |
| c. Video Footage | \$1,500 |
| Produce video footage (b-roll) of collection and processing aspects of SBWMA services for media use. This will be primarily produced January through June 2011 upon starting of new collection services and completion of the Shoreway Environmental Center. | |
| d. Press Events | \$1,500 |
| Provide logistics and coordination for SBWMA-scheduled press events as needed. This is ongoing throughout term of the agreement. | |
| e. News Stories | \$1,000 |
| Identify and create news stories and opportunities, and pitch them to appropriate news outlets. This is ongoing throughout term of the agreement. | |

- f. Communications Training** **\$2,500**
Provide communications training as needed to SBWMA staff, Board Members and other SBWMA designees as needed. Primary training to occur in July and August 2010.

4. Community Engagement

Develop and implement public engagement strategies based on the final Community Engagement Plan that encourage public input and involvement in the development of the SBWMA's environmental policies and programs.

A. Timeline: July 1, 2010 – June 30, 2011

B. Deliverables Include:

- a. Green Team Block Leader Program** **\$2,500**
Assist as needed with development of producing volunteer manuals, program collateral and other support as determined. Program to launch August 2010.
- b. Community Meetings/Events/Presentations** **\$5,000**
Develop, plan and prepare for community meetings, events and presentations as needed, including producing materials that promote and explain the new services, logistics and staffing. Majority of meetings and presentations to occur August through December 2010.
- c. CartSMART Families** **\$5,000**
Assist as needed with development and implementation of program to feature families adapting to the new services. Program to launch December 2010.
- d. Video Contest** **\$4,500**
Assist with developing and launching video contest promoting new services. The contest will be announced in February/March 2011, with winner(s) selected on Earth Day 2011.
- e. Surveys** **\$5,000**
Develop and implement phone and electronic surveys as needed to determine effectiveness of all campaign efforts and messaging.

EXHIBIT B – Compensation

1. Compensation

The maximum amount of compensation the SBWMA shall pay to the Consultant under this Master Agreement for Phase 2 shall not exceed \$570,000 in total for both professional services and reimbursable expenses.

The Consultant shall invoice the SBWMA at the end of each month for work performed during the previous month. The SBWMA shall pay the invoice within 30 days of receipt of invoice.

The invoices shall set forth a detailed description of the work completed, the number of hours worked and the applicable hourly rates. Reimbursable expenses, including but not limited to, printing, travel expenses, media monitoring, and duplication services, shall be billed as a separate line item on the invoice. Prior approval by the SBWMA is required on any reimbursable expense that is anticipated to exceed \$1,000 by the Consultant.

2. Fee Schedule

JSA Fee Schedule

SERVICE HOURLY RATE

| | |
|------------------------|----------|
| Account Management | \$150.00 |
| Account Coordination | \$100.00 |
| Creative Concepts | \$150.00 |
| Art Direction | \$150.00 |
| Copywriting | \$125.00 |
| Public Relations | \$125.00 |
| Multicultural Services | \$125.00 |
| Audio Production | \$150.00 |
| Video Production | \$175.00 |
| Web Design | \$125.00 |
| Research | \$100.00 |



STAFF REPORT

To: SBWMA Board Members
From: Monica Devincenzi, Recycling Outreach & Sustainability Manager
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Approving a Contract with Betsey Meyer for Public Outreach and Education Support Services for FY 2011

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-20 attached hereto authorizing the following action:

Authorize the Executive Director to execute the attached contract (**Exhibit A**) with Betsey Meyer for public outreach and education support services for FY 2011 for a not-to-exceed amount of \$77,000.

Analysis

The transition to the new residential collection services to be provided by Recology San Mateo County starting January 1, 2011 is the most significant programmatic change for the SBWMA Member Agencies since the initial inception of the services. To ensure a smooth transition, staff feels strongly that a multidimensional approach to the outreach efforts is needed, with a heavy emphasis on community engagement and grassroots efforts, including neighborhood meetings, recruiting volunteers and featuring families as the programs launch, among others. This approach will help generate excitement about the new collection services and foster advocates for the programs.

Staff has been working with Betsey Meyer, an independent environmental consultant, to develop the guidelines and parameters of such community engagement efforts. The community engagement efforts will be initiated in participating Member Agencies starting July 2010 and continue through next spring. Continued consultant support is needed for their implementation and management.

Staff will continue to seek input and work in collaboration with the Board, Member Agencies, the Public Education Committee and Recology to ensure that the specific needs of the communities are addressed. The committee is comprised of Board Vice Chair Brian Moura (San Carlos), Board Member Laura Galli (Foster City), Lillian Clark (Recycleworks/San Mateo County), and Roxanne Murray (San Mateo.)

Background

Betsey Meyer was retained by the SBWMA for the period of January 4 through June 30, 2010 for a not-to-exceed contract amount of \$25,000 to research and assist staff and Jeffrey Scott Agency (JSA), the firm approved by the SBWMA Board on November 19, 2009 to provide primary public outreach service, in developing the public outreach and education efforts, with a specific focus on the community engagement component.

A strategic communications work plan that includes advertising, media relations, collateral development and creative services, and community engagement was developed and reviewed by the Board and the Public Education Committee as part of the SBWMA's selection process for outreach services in 2009.

Fiscal Impact

The SBWMA Fiscal Year 2010/2011 proposed budget includes \$675,000 for outreach development and implementation for the new collection services. Of this amount, staff has negotiated a not-to-exceed amount of \$77,000, including expenses, for the contract with Betsey Meyer.

Attachments:

Resolution 2010-20

Exhibit A -- Professional Services Agreement with Betsey Meyer



RESOLUTION NO. 2010-20

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
WITH BETSEY MEYER FOR PUBLIC OUTREACH AND EDUCATION SUPPORT
SERVICES FOR FY 2011**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with Betsey Meyer, sole proprietor, for the purpose of providing public outreach and education support services; and

WHEREAS, attached as Exhibit A hereto is an Agreement for Professional Services that the Board has reviewed.

NOW, THEREFORE, BE IT RESOLVED by the SBWMA Board of Directors hereby approves the Agreement with Betsey Meyer, Exhibit A hereto.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the this 24th day of June, 2010, by the following vote:

| <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|----------------|------------|-----------|----------------|---------------|----------------------------|------------|-----------|----------------|---------------|
| Atherton | | | | | Menlo Park | | | | |
| Belmont | | | | | Redwood City | | | | |
| Burlingame | | | | | San Carlos | | | | |
| East Palo Alto | | | | | San Mateo | | | | |
| Foster City | | | | | County of San Mateo | | | | |
| Hillsborough | | | | | West Bay Sanitary District | | | | |

I HEREBY CERTIFY that the foregoing Resolution No. 2010-20 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

Jim Porter, Chairperson of SBWMA

Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

Robert Lanzone, SBWMA Counsel



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **25th day of June 2010** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Betsey Meyer, sole proprietor**, hereinafter "Consultant".

RECITALS

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

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

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be the ***Community Engagement Services*** as outlined in Exhibit A.

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

2. Term of Agreement

Said services shall commence on July 1, 2010 and shall continue through June 30, 2010. The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation

Payment under this Agreement shall be as per Exhibit A, not to exceed **\$77,000**.

4. Authorization and Termination

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

5. Reliance of Professional Skill of Consultant

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

6. Relationship to Parties

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

7. Nonassignment

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

8. Amendments

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

9. Validity

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

10. Government Law/Litigation

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

11. Mediation

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

12. Entire Agreement

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

13. Indemnity

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

14. Insurance

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

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

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

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

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of

such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice

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

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

Consultant: **Betsey Meyer**
460 Andrew Ave.
Encinitas, CA 92024
760-613-4643

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

DATED: _____, 2010

SBWMA

BY: _____
Kevin McCarthy, EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

DATED _____, 2010

Robert J. Lanzone, SBWMA ATTORNEY

CONSULTANT:

DATED: _____, 2010

BY: _____
SIGNED BY

NOTICE TO PROCEED

DATED _____, 2010

BY: _____
Jeannene Minnix Kingston, Board Secretary



EXHIBIT A (Scope of Work)

Betsey Meyer

Environmental Consultant

**SCOPE FOR COMMUNITY ENGAGEMENT CONSULTING SERVICES
July 1, 2010 through June 30, 2011**

1. Project Management

Project management will primarily take place between July 1 and December 31, 2010.

Deliverables:

- 1.1 Overall daily management and oversight of block leader community engagement functions
Project Management function expected to be 20 hours/month X 6 months @ \$140= **\$16,000**
- 1.2 Assist in management and oversight of other community engagement meetings
9 hours/month X 6 months @ \$140= **\$7,560**

2. Neighborhood Green Team Block Leader Program

Deliverables:

- 2.1 For the six potential targeted Member Agencies, contact and formalize collaborative relationships with Member Agency liaison, city affiliated and non-profit "Green Committees," Homeowner Associations, "Natural Champions" (with existing programs and infrastructure) and Member Agencies as directed by RethinkWaste staff.

Consultant anticipates initial contact (5-8 phone calls) with potential "partners and stakeholders" in each targeted Member Agency to explain recruitment and training and "formalize" their commitment/participation.

Initial phone call and e-mail outreach: 35 hours @ \$140/hr= **\$5,000**

- 2.2 Identify dates and venues for 6-12 training sessions.

RethinkWaste staff will handle all logistics (reserve space, provide refreshments, arrange for all A/V, printing, raffle prizes etc).

Coordination via phone and e-mail with RethinkWaste staff: 6 hours @ \$140/hr= **\$840**

- 2.3 Develop recruitment flyers and e-mails.

JSA will provide template and /or graphics for flyer. E-mails will be sent from RethinkWaste e-mail address with blind copy to meyer.betsey@gmail.com. RethinkWaste staff will handle distribution.

Preparation of text for flyer and e-mail blast: 2 hours @ \$140/hr= **\$280**

2.4 Develop training session flyers and e-mails.

JSA will provide template and /or graphics for flyer. E-mails will be sent from RethinkWaste e-mail address with blind copy to meyer.betsey@gmail.com. RethinkWaste staff will handle distribution.

Preparation of text for flyer and e-mail blast- 2 hours@ \$140/hr= **\$280**

2.5 Provide guidance and oversight to the RethinkWaste Volunteer Coordinator as needed.

After initial outreach, recruitment and training is completed, RethinkWaste staff will assume day-to-day volunteer coordination. This would include developing and maintaining a database of volunteers, logs, sign-in sheets etc. Staff would be the local point of contact for replenishment of any supplies, collaterals, basic Q&A, logistical support, etc.

Consultant would provide direction, trouble shooting, problem solving, and project management to RethinkWaste staff as needed or requested.

10 hours/month for 6 months @ \$140= **\$8,400**

2.6 Conduct 6-12 trainings between August 2010 and October 2010.

RethinkWaste and Member Agency staff will be available to attend, speak and help lead the trainings.

There will be 2-3 trainings scheduled in any particular week and these will be combined with other key meetings (Community Meetings, staff/team meetings, etc.) whenever possible.

The logistics for reserving the venue, scheduling the training, sending out flyers/e-mails, ordering refreshments, arranging for A/V, staffing a sign-in table etc., and producing the Block Leader manual would be handled by RethinkWaste staff.

Deliverables:

Consultant will

Provide a "pre-training" orientation for staff/other consultants

Provide the agenda, lead and/or facilitate the Block Leader training

Provide re-cap of issues/concerns and follow-up if needed

160 hours X \$140/hr= **\$22,500**

2.6a Participate in a maximum of 4 Recology community outreach team meetings and JSA meetings.

It is anticipated that Block Leader trainings, Community meetings, community events, team meetings, etc. will be scheduled concurrently to the extent possible to minimize travel expenses.

2.6b Attend a maximum of 4 RethinkWaste staff meetings as requested

These meetings will coincide with other outreach team meetings or activities.

2.6c Attend and facilitate up to 4 Community Meetings

These meetings will be concurrent with other community engagement tasks.

2.6d Attend and staff RethinkWaste booth at up to 4 Community events as requested.

These meetings will be concurrent with other community engagement tasks.

3. Develop metrics and measurement tools to gauge effectiveness of the program.

Deliverables:

Survey questions would be compiled by consultant and approved by RethinkWaste staff. Survey results would be forwarded to Consultant for compilation and tabulation along with any logs, sign-in sheets and database lists. Consultant will prepare memo with these results by February, 2011.

RethinkWaste would set up and subscribe to Survey Monkey for a minimum of 6 months.

35 hours@\$140/hr= **\$5,000**

4. Communication Tools-PowerPoint presentations

Deliverables:

Develop content/talking points for 2 basic PowerPoint presentations, one for residential and one for commercial.

JSA to provide the PowerPoint templates.

20 hours@\$140hr= **\$2,800**

5. Provide creative, technical and logistical support to RethinkWaste staff for the CartSMART Families

Deliverables:

Assist staff in the development of concept and scope (to include identification of family categories.)

Provide coaching, problem solving, coordination/facilitation with staff and families.

22 hours@\$140/hr= **\$3,080**

6. Advise and provide creative support to RethinkWaste staff in the development and implementation of a Video Contest

Deliverables:

Assess feasibility of YouTube Direct as vehicle for this contest

Brainstorm and help establish parameters for submissions

8 hours@\$140/hr= **\$1,120**

7. Website Upgrade

Deliverables:

Consultant will be responsible for compiling all Neighborhood Green Team Block Leader materials to hand-off to T324 for the creation of a distinct Block Leader page/section.

4 hours@\$140/hr= **\$560**

8. Consultant will provide technical review of messaging, future upgrades to website and stakeholder communication as requested by the Recycling Outreach and Sustainability Manager or Executive Director.

TOTAL CONTRACT AMOUNT: \$77,000 including expenses



STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Facility Operations Contracts Manager
Date: June 24, 2010 Board Meeting
Subject: Approval of Contract Change Order with JRMA for Construction Support Services

Recommendation

Approval of a change order for JRMA for \$145,000 for construction support services during Phase II Master Plan construction.

Analysis

JRMA has provided ongoing design and construction supports services during the Master Plan project. Funding for Phase II construction support services in the amount of \$369,000 was approved by the Board on July 23, 2009 (at the same meeting that Amoroso's construction contract was approved). The level of effort spent by JRMA in responding to Amoroso's questions on the drawings has exceeded the original budget amount for construction support services and JRMA has requested additional funds to continue to provide construction support services throughout the remainder of the construction project.

The reason that JRMA is exceeding their original budget estimate for construction support services relates back to the completeness of the construction drawings at the time of bidding. The bid-set Phase II construction drawings were prepared by JRMA prior to the Agency knowing the outcome of the Facility Operations contractor selection process or the final single stream equipment package design to be installed in the MRF building (the final equipment layout drawings were not completed by BHS until a year after the building bid-set documents were issued). By comparison, the Phase II construction bid-set documents were completed by JRMA and approved by the Board on February 26, 2009 and subsequently released to contractors for bidding (see below table for key dates related to final MRF building)

| Date | Board Action / Description of event |
|--------------------|--|
| February, 26, 2009 | Board approves Phase II construction bid-set documents. |
| April 24, 2009 | Board approves SBR as Facility Operator in final selection decision. |
| October 7, 2009 | Board approves contract with BHS for single stream equipment purchase. |
| February 2010 | Final BHS single stream equipment design layout. |

JRMA created the MRF bid-set designs around equipment assumptions that only partially captured the requirements of the final BHS equipment layout - - both MRF electrical supply and MRF building foundation have needed substantial redesigned to accommodate the BHS single stream equipment (revised bid-set designs provided to Amoroso after the start of construction included: MRF electrical, foundation, City of San Carlos Building Department changes and redesigns to the transfer station education center). The design

revisions have delayed the MRF building, complicated the construction process for Amoroso, and required additional construction management time from all parties involved in the project.

JRMA has been responding to Amoroso's requests for information (RFI) about the design revisions at a rate of over 100 RFI's per month during the start of the project (December – April) and JRMA has issued numerous design clarifications over this period to provide construction detail to the contractor. By comparison, the current level of RFI's are below 30 per month and the complexity and time involved in to develop the responses to the RFI's is significantly lower. This high-level of construction support services provided by JRMA early on in the project has consumed funds that were budgeted to last the full 22 month term of the construction project.

The proposed additional \$145,000 in construction support service funds is based on a time and materials estimate negotiated with JRMA and assumes an average of 30 RFI's per month for the remaining 12 month of the project and a meeting/call schedule sufficient to closeout the construction project. No additional design funds are included in this change order.

Background

JRMA was hired to assist in the conceptual planning of the Shoreway Master Plan, to develop construction drawings for the Master Plan project, and to provide construction support services during Phase I and II of the construction. On July 23, 2009, the Board approved \$369,000 for JRMA for construction support services for Phase II of the Master Plan construction. The funds for construction support services were anticipated to last through Substantial Completion of the project (~22 months of construction).

The table below, lists all change orders that have been approved and those pending for JRMA since the start of Phase II Master Plan construction.

JRMA Change Orders since Start of Phase II Construction

| CO# | Amount | Date | Description of Service |
|-----|-----------|-----------|---|
| 4 | \$22,500 | July 2009 | Modify MRF electrical supply plan from 2,000 to 2,500 amps, review and redesign MRF to include SBR requested changes. |
| 5 | \$369,000 | July 2009 | Design support services during Phase II construction |
| 6 | \$71,965 | May 2010 | Delta 5 design- transfer station redesign: expanded PEMB and internal ed center. |
| 7 | \$36,920 | Pending | Delta 8 & 9 design – transfer station closure of west wall bid-deduct, design of lean-to addition for western addition to transfer station w/o ed center. |

Fiscal Impact

Sufficient funds are available within the master plan capital budget to pay for this change order.



STAFF REPORT

To: SBWMA Board Members
From: Marshall Moran, Finance Manager
Date: June 24, 2010 Board of Director's Meeting
Subject: Resolution Authorizing Update to 401(a) Retirement Plan Language

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2010-21 attached hereto authorizing the following action:

Update the 401(a) Retirement Plan language.

Analysis

The Internal Revenue Service has issued instructions that require all qualified plans to be restated for various pension laws that have been passed in recent years. These new laws involve technical matters such as compensation limits, loan provisions, allowable vesting schedules, "key employee" and top heavy rules, etc. Attached is a frequently asked questions document regarding the changes.

There have been no changes to the basic benefit provisions offered to our employees. As a reminder, we have a non-PERS retirement plan similar to 401(k) plans in the private sector.

Fiscal Impact

There is no fiscal impact associated with the retirement plan language changes.

Attachments:

Resolution No. 2010-21

Exhibit A – SBWMA 401(a) Retirement Plan

Exhibit B -- EGTRRA Restatement FAQ May 2010

Exhibit C – Summary of EGTRRA Changes



RESOLUTION NO. 2010-21

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
AUTHORIZING UPDATE TO 401(a) RETIREMENT PLAN LANGUAGE**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors hereby takes the following action with respect to the South Bayside Waste Management Authority 401(a) Plan, Exhibit A hereto (the Plan):

RESOLVED: That the Plan be adopted in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the Executive Director of the SBWMA is authorized and directed to execute the Plan on behalf of the SBWMA.

RESOLVED FURTHER: That Marshall Moran, the Finance Manager, and Kevin McCarthy, the Executive Director, are hereby appointed as the Trustees of the Plan; and

RESOLVED FURTHER: That the Executive Director of the SBWMA be, and hereby is, authorized and directed to take any and all actions and execute and deliver such documents as he may deem necessary, appropriate or convenient to effect the foregoing action including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on this 24th day of June, 2010, by the following vote:

| <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> | <u>Agency</u> | <u>Yes</u> | <u>No</u> | <u>Abstain</u> | <u>Absent</u> |
|----------------|------------|-----------|----------------|---------------|----------------------------|------------|-----------|----------------|---------------|
| Atherton | | | | | Menlo Park | | | | |
| Belmont | | | | | Redwood City | | | | |
| Burlingame | | | | | San Carlos | | | | |
| East Palo Alto | | | | | San Mateo | | | | |
| Foster City | | | | | County of San Mateo | | | | |
| Hillsborough | | | | | West Bay Sanitary District | | | | |

I HEREBY CERTIFY that the foregoing Resolution No. 2010-21 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 24th, 2010.

ATTEST:

Jim Porter, Chairperson of SBWMA

Jeannene Minnix Kingston, Board Secretary

APPROVED AS TO FORM:

Robert Lanzone, SBWMA Counsel

Agenda Item 5H

Attachment: A

- ◆ SBWMA 401(a) Plan Document 2010
File too large to include with Packet

Report POSTED at www.rethinkwaste.org

EGTRRA Restatement

Frequently Asked Questions



What is EGTRRA?

EGTRRA is an acronym for the Economic Growth and Tax Relief Reconciliation Act which was signed into law by President Bush on June 7, 2001. EGTRRA included a large number of changes to qualified retirement plans.

What changes to my qualified plan document does EGTRRA require?

The following list highlights some of the changes required for an IRS-approved EGTRRA Restatement (a detailed list is at the end of this material):

- Limits increased:
 - Compensation limit to \$230,000 in 2008
 - Elective deferral limit to \$15,500 in 2008
 - Defined benefit annual limit to \$185,000 in 2008
 - Defined contribution limit to \$46,000 in 2008
 - Deduction limit to 25% of compensation
- Loan programs can include sole proprietors, partners, and S corporation shareholders
- Identifying "key employees" no longer requires use of the 4 year look-back rule
- To be considered an officer, an employee must earn more than \$130,000
- Matching contributions are now counted toward satisfying the top-heavy minimums
- A safe harbor 401(k) plan is generally deemed to not be top-heavy
- Elective deferrals are no longer considered under §404 deduction limits
- 401(k) and 403(b) plans can permit Roth deferrals
- Participants who are age 50 or older can make catch-up contributions
- Vesting schedules maximums: 3 year cliff or 6 year graded
- The hardship prohibition for making elective deferrals is now a 6 month period
- Rollover amounts can be ignored when calculating cash-outs

Why do we have to restate our qualified plan document?

When Congress enacts significant changes to the law, the IRS requires retirement plan sponsors to re-write their plan documents to reflect the regulatory and legislative changes. This is commonly known as "restating" your

plan. The last restatement that took place was in 2001 to conform to the changes required by GUST.

Going forward, the IRS has developed a new system to help control their workflow. The IRS's system requires individually designed plans to restate their qualified plans every 5 years and prototype and volume submitter plans ("pre-approved plans") to restate their qualified plans every 6 years.

We paid for EGTRRA amendments, why do we have to restate our plan documents?

When new regulations are issued or new legislation is enacted, the Treasury Department requires plan sponsors to quickly amend their plan document to reflect these changes as "good faith" compliance with the law. During the restatement cycle, the IRS requires plan sponsors to fully incorporate all regulatory and voluntary plan amendments into the qualified plan document itself.

Once you have several tack-on amendments, your qualified plan document becomes more confusing to interpret. The IRS has stated that the more amendments you have, the more complex your qualified plan becomes, and the likelihood of mistakes increases dramatically. For these reasons, the Treasury Department requires that all qualified plans be restated for EGTRRA.

What types of qualified plans must be restated due to EGTRRA?

All qualified plans must be restated. This includes prototype plans, volume submitter plans, and individually designed plans.

What happens if we do not restate our qualified plan for EGTRRA?

If you do not restate your plan it will no longer be a "qualified" plan. Since your plan would no longer be in compliance with the law, it would lose its tax-favored status, causing the following repercussions:

- You would lose the deductibility of employer contributions to the plan;
- Your employees' vested account balances would become immediately taxable; and
- The trust would lose its tax-exempt status and become a taxable trust.

All of these events are unacceptable and can be avoided by restating your plan document as required by the Treasury Department.



The following is a detailed list of changes required by the Treasury Department in an EGTRRA Restatement:

The list is organized by the corresponding code section of the Internal Revenue Code.

1. *72(p)*: Section 1.72(p)-1 of the Income Tax Regulations relating to plan loans was published on December 3, 2002 (67 Fed. Reg. 71821). (2004 C. L.).
2. *401(a)*: Final Regulations under § 401(a) of the Code regarding permissible normal retirement ages were published May 22, 2007 (72 Fed. Reg. 28604). (2006 C. L.).
 - Notice 2007-69, 2007-35 I.R.B. 468, provides temporary relief, until the first day of the first plan year that begins after June 30, 2008, for certain pension plans under which the definition of normal retirement age may be required to be changed to comply with the regulations. Accordingly, the final regulations will not be taken into account in the Service's review of plans submitted for determination letters during the Cycle C submission period unless the plan, by its terms, is ineligible for the relief under Notice 2007-69 or the relief ends for the plan before December 31, 2008. (New).
3. *401(a)(4)*:
 - Amendments to § 1.401(a)(4)-8 of the Regulations relating to new comparability plans were published on June 29, 2001 (66 Fed. Reg. 34535). (2004 C. L.).
 - Rev. Rul. 2001-30, 2001-2 C.B. 46. (2004 C. L.).
 - Amendments to § 1.401(a)(4)-9 of the Regulations relating to new comparability plans were published on June 29, 2001 (66 Fed. Reg. 34535). (2005 C. L.).
 - Rev. Rul. 2004-21, 2004-1 C.B. 544. (2005 C. L.).
4. *401(a)(9)*:
 - Sections 1.401(a)(9)-1 through -9 of the Regulations were published on April 17, 2002 and June 15, 2004 (67 Fed. Reg. 18988 and 69 Fed. Reg. 33288). (2004 C. L.).
5. *401(a)(17)*:

Section 401(a)(17) of the Code was amended by § 611(c) of EGTRRA to increase the compensation limit to \$200,000. (2004 C. L.).

 - Notice 2001-56, 2001-2 C.B. 277. (2004 C. L.).
6. *401(a)(31)*:
 - Section 401(a)(31) was amended by § 643(b) of EGTRRA to allow employees' after-tax contributions to be rolled over under certain circumstances. (2004 C. L.).
 - Section 401(a)(31)(B) was amended by § 657(a) of EGTRRA (as amended by § 411(t) of JCWAA) to provide for the automatic rollover of certain mandatory distributions. The effective date is March 28, 2005. (2004 C. L.).
 - Notice 2005-2, 2005-1 C.B. 337. (2004 C. L.).
 - Sections 641, 642 and 643 of EGTRRA (as amended by § 411(q) of JCWAA) amended the definition of eligible retirement plan in § 402 of the Code to include a § 403(b) annuity contract and eligible governmental § 457(b) plan. (2004 C. L.).
 - Section 636(b) of EGTRRA modified the definition of eligible rollover distribution to exclude hardship distributions. (2004 C. L.).
7. *401(k) & 401(m)*:
 - Section 401(k)(2) and § 401(k)(10) of the Code were amended by § 646(a)(1) of EGTRRA to permit distributions of elective deferrals from a § 401(k) plan upon severance from employment. (2004 C. L.).
 - Notice 2002-4, 2002-1 C.B. 298. (2004 C. L.).
 - Section 636(a) of EGTRRA directed the Secretary of the Treasury to revise the regulations relating to safe harbor hardship distributions of elective deferrals from § 401(k) plans so that the time the employee is prohibited from making elective and employee contributions is reduced from one year to six months after a hardship distribution. (2004 C. L.).
 - Notice 2001-56. (2004 C. L.).



- Notice 2002-4. (2004 C. L.).
- Section 401(k)(11) of the Code was amended by § 611(f) of EGTRRA to increase the maximum amount of qualified salary reduction contributions that can be made to SIMPLE 401(k) plans. (2004 C. L.).
 - Section 402(g) of the Code was amended by § 611(d) of EGTRRA to increase the applicable dollar amount. (2004 C. L.).
 - Section 401(m)(9) of the Code was amended by § 666 of EGTRRA to eliminate the multiple use test. (2004 C. L.).
 - Final Regulations under § 401(k) and § 401(m) of the Code were published on December 29, 2004 (69 Fed. Reg. 78144). (2004 C. L.).
 - Announcement 2007-59, 2007-25 I.R.B. 1448, provides that a plan will not fail to satisfy the requirements of a § 401(k) safe harbor plan because of a mid-year change to implement a designated Roth contribution program. (New).
8. *402A*: Section 402A of the Code was added by § 617 of EGTRRA to offer optional treatment of elective deferrals as designated Roth contributions to defined contribution plans, effective for taxable years beginning after December 31, 2005. (2004 C. L.).
- Final Regulations under § 401(k) and § 401(m) of the Code relating to designated Roth contributions were published on January 3, 2006 (71 Fed. Reg. 6). (2005 C. L.).
 - Notice 2006-44, 2006-1 C.B. 889, provides a sample amendment for Roth § 401(k) plans. (2006 C. L.).
 - Final Regulations under § 402A of the Code were published on April 30, 2007 (72 Fed. Reg. 21103). (2006 C. L.).
9. *404*:
- Section 404(k)(2)(A) of the Code was amended by § 662(a) of EGTRRA (as amended by § 411(w) of JCWAA) to allow ESOP dividends to be reinvested without the loss of dividend deductions. (2005 C. L.).
 - Notice 2002-2, 2002-1 C.B. 285, provides guidance with respect to the changes made to § 404(k) of the Code and on the effective date of § 409(p) of the Code. (2005 C. L.).
10. *408(q)*: Section 408(q) of the Code was added by § 602 of EGTRRA (as amended by § 411(i) of JCWAA) to allow for deemed individual retirement accounts (IRAs) in an eligible retirement plan. (2004 C. L.).
- Section 1.408(q)-1 of the Regulations was published on July 22, 2004 (69 Fed. Reg. 43735). (2004 C. L.).
11. *409*: Section 409(p) of the Code was added by § 656 of EGTRRA relating to restrictions on the allocation of employer securities in an ESOP maintained by an S corporation. (2005 C. L.).
- Section 1.409(p)-1T of the Regulations was published on July 21, 2003 (68 Fed. Reg. 42970). (2005 C. L.).
 - Section 1.409(p)-1T of the Regulations was published on December 17, 2004 (69 Fed. Reg. 75455). (2005 C. L.).
 - Rev. Proc. 2003-23, 2003-1 C.B. 599, as modified and superseded by Rev. Proc. 2004-14, 2004-1 C.B. 489, allows a direct rollover from an ESOP maintained by an S corporation to an individual retirement account (IRA). (2005 C. L.).
 - Rev. Rul. 2003-6, 2003-1 C.B. 286, provides guidance with respect to whether an ESOP maintained by an S corporation is eligible for the delayed effective date of § 409(p) under § 656(d)(2) of EGTRRA. (2005 C. L.).
 - Rev. Rul. 2004-4, 2004-1 C.B. 414, provides guidance relating to synthetic equity owned by a disqualified person in a nonallocation year of an ESOP maintained by an S corporation. (2005 C. L.).
 - Final Regulations were published on December 20, 2006 (71 Fed. Reg. 76134) that provide guidance concerning requirements under § 409(p) for ESOPs holding stock of S corporations. (2006 C. L.).
12. *410(b)*: Final Regulations were published on July 21, 2006 (71 Fed. Reg. 41357) permitting some employees of tax-exempt organizations to be excluded when determining whether a § 401(k) plan meets the § 410(b) minimum coverage requirements. (2006 C. L.).
13. *411(a)*:
- Section 411(a) of the Code was amended by § 633 of EGTRRA (as amended by § 411(o) of JCWAA) to provide for faster vesting of matching contributions. (2004 C. L.).
 - Rev. Rul. 2003-65, 2003-1 C.B. 1035. (2005 C. L.).
 - Amendments to § 1.411(d)-3 of the Final Regulations were published on August 9, 2006 (71 Fed. Reg. 45379) with respect to the interaction between the anti-cutback rules of § 411(d)(6) and the nonforfeitability requirements of § 411(a). (2006 C. L.).



14. *411(a)(11)*: Section 411(a)(11)(D) of the Code was added by § 648(a) of EGTRRA (as amended by § 411(r) of JCWAA) to allow amounts attributable to rollover contributions to be disregarded in determining the value of an account balance for involuntary distributions. (2004 C. L.).
15. *411(d)(3)*:
 - Rev. Rul. 2007-43, 2007-28 I.R.B. 45, provides guidance regarding the partial termination of a defined contribution plan. (New).
16. *411(d)(6)*:
 - *Central Laborers' Pension Fund v. Heinz*, 124 S. Ct. 2230 (2004). (2005 C. L.).
 - Rev. Proc. 2005-23, 2005-1 C.B. 991, as modified by Rev. Proc. 2005-76, 2005-2 C.B. 1139. (2005 C. L.).
 - Amendments to § 1.411(d)-3 of the Final Regulations were published on August 9, 2006 (71 Fed. Reg. 45379) with respect to the interaction between the anti-cutback rules of § 411(d)(6) and the nonforfeitability requirements of § 411(a). (2006 C. L.).
 - Section 645(b)(3) of EGTRRA directed the Secretary of the Treasury to issue regulations under § 411(d)(6)(B). (2005 C. L.).
 - Section 1.411(d)-3 of the Regulations was published on August 12, 2005 (70 Fed. Reg. 47109). (2005 C. L.).
 - Amendments to § 1.411(d)-3 of the Final Regulations were published on August 9, 2006 (71 Fed. Reg. 45379) with respect to a utilization test. (2006 C. L.).
 - Section 411(d)(6)(D) and § 411(d)(6)(E) of the Code were added by § 645 of EGTRRA to permit the elimination of certain optional forms of benefit under certain conditions. (2005 C. L.).
 - Section 1.411(d)-4, Q&A-2(e) of the Regulations was published on January 25, 2005 (70 Fed. Reg. 3475) to implement § 411(d)(6)(E). (2005 C. L.).
17. *412*:
 - Rev. Rul. 2004-20, 2004-1 C.B. 546, provides guidance with respect to whether a qualified pension plan can be a § 412(i) plan if the plan holds life insurance contracts and annuity contracts for benefits at normal retirement age in excess of a participant's benefits at normal retirement age under the plan. (2005 C. L.).
 - Notice 2004-59, 2004-2 C.B. 447, provides guidance with respect to restrictions placed on plan amendments following an employer's election of an alternative deficit reduction contribution. (2005 C. L.).
18. *414(v)*: Section 414(v) of the Code was added by § 631 of EGTRRA (as amended by § 411(o) of JCWAA) to allow for catch-up contributions for individuals age 50 or older. (2004 C. L.).
 - Regulations under § 414(v) were published on July 8, 2003 (68 Fed. Reg. 40510). (2004 C. L.).
 - Notice 2002-4. (2004 C. L.).
19. *415*:
 - Section 415(b) of the Code was amended by § 611 of EGTRRA to increase the dollar limit and change the age when the limit is reduced or increased. (2005 C. L.).
 - Rev. Rul. 2001-51, 2001-2 C.B. 427. (2004 C. L.).
 - Section 415(b)(2)(E)(ii) of the Code was amended by § 101(b)(4) of PFEA to fix the percentage at 5.5%. (2005 C. L.).
 - Notice 2004-78, 2004-2 C.B. 879, provides the actuarial assumptions that must be used for distributions with annuity starting dates occurring during the plans years beginning in 2004 and 2005. (2005 C. L.).
 - Section 415(c) of the Code was amended by §§ 611(b) and 632 of EGTRRA (as amended by § 411(p) of JCWAA) to increase the maximum annual additions permitted to the lesser of \$40,000 or 100% of compensation. (2004 C. L.).
 - Rev. Rul. 2001-51, 2001-2 C.B. 427. (2004 C. L.).
 - Rev. Rul. 2002-27, 2002-1 C.B. 925, provided that "compensation" within the meaning of § 415(c) could in certain situations include "deemed § 125 compensation". (2004 C. L.).
 - Final Regulations under § 415 with respect to pre-PPA '06 law were published April 5, 2007 (72 Fed. Reg. 16878). (2006 C. L.).
 - See section VI of this notice for PPA '06 provisions related to § 415 that are reflected in the § 415 Final Regulations. (2006 C. L.).



20. *416*: Section 416 of the Code was amended by § 613 of EGTRRA (as amended by § 411(k) of JCWAA) to make several changes to the top-heavy rules. (2004 C. L.).
- Section 416(g)(4)(H) of the Code was added by § 613(d) of EGTRRA to provide certain safe harbor § 401(k) plans and § 401(m) plans an exemption from the top-heavy rules. (2004 C. L.).
 - Rev. Rul. 2004-13, 2004-1 C.B. 485. (2004 C. L.).
 - Section 416(c)(1)(C) of the Code was amended by § 613(e) of EGTRRA (as amended by § 411(k)(1) of JCWAA) to provide when a frozen defined benefit plan is exempt from the minimum benefit requirements. (2005 C. L.).
21. *417*:
- Section 1.417(e)-1 of the Regulations was published on July 16, 2003 (68 Fed. Reg. 41906) relating to retroactive annuity starting dates. (2005 C. L.).
 - Final Regulations under § 417(a)(3) were published on March 24, 2006 (71 Fed. Reg. 14798) regarding the disclosure of the relative value of optional forms of benefit. (2006 C. L.).
22. *420(c)(3)(A)*: Section 6613 of the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007, amends § 420(c)(3)(A) regarding minimum cost requirements for transfers of excess pension assets to retiree health accounts. (New)
23. *4975*:
- Section 4975 of the Code was amended by § 612 of EGTRRA to allow plan loans for Subchapter S shareholder-employees, partners, and sole proprietors. (2004 C. L.).
 - Section 4975(f) of the Code was amended by § 240 of AJCA to allow an S corporation distribution on allocated shares to pay off an exempt loan as long as equal amounts are allocated to participant accounts. (2005 C. L.).
24. *Hurricane Relief*:
- Katrina Emergency Tax Relief Act of 2005, Pub. L. 109-73. (2005 C. L.).
 - Notice 2005-92, 2005-2 C.B. 1165. (2005 C. L.).
 - Announcement 2005-70, 2005-2 C.B. 682. (2005 C. L.).
 - Gulf Opportunity Zone Act of 2005, Pub. L. 109-135, added § 1400M and § 1400Q to the Code to provide certain tax benefits to those areas affected by Hurricanes Katrina, Wilma, and Rita. (2006 C. L.).
25. *Miscellaneous*:
- Rev. Rul. 2001-62, 2001-2 C.B. 632, provides guidance with respect to the mortality table under § 415(b)(2)(E)(v) of the Code and the applicable mortality table under § 417(e)(3)(A)(ii)(I) of the Code. (2005 C. L.).
 - Rev. Rul. 2002-42, 2002-1 C.B. 76, provides guidance with respect to a situation where a money purchase pension plan is merged or converted into a profit sharing plan. (2004 C. L.).
 - Rev. Proc. 2002-21, 2002-1 C.B. 911, provides guidance with respect to defined contribution retirement plans maintained by professional employer organizations. (2004 C. L.).
 - Rev. Proc. 2003-86, 2003-2 C.B. 1211, amplifies Rev. Proc. 2002-21 relating to relief provided for certain defined contribution plans maintained by professional employer organizations. (2004 C. L.).
 - Rev. Rul. 2003-11, 2003-1 C.B. 285, provides guidance with respect to satisfying the nondiscrimination rules under § 401(a)(4) of the Code and the minimum coverage requirements under § 410(b) of the Code when applying the increased compensation limit to former employees. (2005 C. L.).
 - Rev. Rul. 2004-10, 2004-1 C.B. 484, provides guidance with respect to charging administrative expenses to former and current employees. (2004 C. L.).
 - Rev. Rul. 2004-12, 2004-1 C.B. 478, provides guidance with respect to the distribution restrictions applicable to rollover contributions. (2004 C. L.).
 - Rev. Rul. 2005-55, 2005-2 C.B. 284, provides guidance with respect to medical reimbursement accounts under a profit sharing plan. (2005 C. L.).
 - Section 1.401(a)-21 of the Final Regulations were published on October 20, 2006 (71 Fed. Reg. 61877) setting forth standards for the use of an electronic medium to applicable notices to recipients or to make participant elections. (2006 C. L.).

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
401(A) PLAN
SUMMARY OF EGTRRA CHANGES

Increase in Compensation Limit. The compensation limit is increased from \$170,000 to \$200,000, and increased annually with cost of living increases (\$245,000 in 2010).

Increase in Defined Contribution Benefit Limit. The defined contribution benefit limit is increased to the lesser of \$40,000 or 100% of compensation. The \$40,000 limit is increased annually with cost of living increases (\$49,000 in 2010).

Eligible Rollover Distributions. The following changes are made to the eligible rollover distribution rules:

403(b) plans and governmental 457 plans are now eligible retirement plans.

An employee's surviving spouse may roll over a distribution to a qualified plan in the same manner as if the spouse were the employee.

Hardship distributions are not eligible rollover distributions.

Rollovers of after-tax contributions from a qualified plan are allowed if separate accounting is maintained for the after-tax funds.

Top-Heavy - Value of Accrued Benefit. In determining present value of an accrued benefit or the amount of an employee's account for Top Heavy purposes, the present value of a terminated participant's benefit as of the determinant date is only increased by distributions in the previous year.

Top-Heavy - New Key Employee Definition. The key employee definition changes and is now limited to: (1) an officer with compensation in excess of \$130,000 (annually adjusted in \$5,000 increments); (2) a 5-percent owner; or (3) a 1-percent owner with compensation in excess of \$150,000.

Top Heavy Minimum Allocation. Matching contributions may be taken into account for purposes of determining whether the 3% top-heavy minimum allocation is met.

Distribution without Participant Consent. Employers may disregard rollovers for determining whether a participant's account may be distributed without consent.

Rollovers:

Rollovers of taxable distributions from IRAs, 403(b) plans and governmental 457 plans into a qualified plan are permitted.

Rollovers of after-tax contributions from a qualified plan are allowed if separate accounting is done for the after-tax funds.

Self-Employed Plan Loans. Plan loans may be made from qualified plans to subchapter S corporation owners, partners and sole proprietors without incurring an excise tax under Code 4975.

Deductible ESOP Dividends. Dividends paid on employer securities held in an ESOP will be deductible if participants may elect to either have the dividends distributed to them or paid to the plan and reinvested in qualifying employer securities.

V4.02-4.02

Allied Waste Update

Agenda Item 5I
Part I - 20 Pages*

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| | | |
|----------|---------------------------------|--------------------------------|
| Part I | Executive Summary | Attached |
| Part II | Monthly Progress Report By City | Posted on Website-not attached |
| Part III | Coordinator Call Logs | Posted on Website-not attached |



EXECUTIVE SUMMARY

Overtime Hours per Day (Transfer Station/MRF)

Overtime hours per day for the TS and MRF (T20) decreased to 26 hours per day in May from 31 hours per day in the previous month. Roof repair work at the Transfer Station is scheduled to begin again in June. With this roof repair work, we anticipate the need to run additional transfer trucks on Saturdays in order to maintain a clear floor to mitigate potential issues with vectors. This construction with the expected increase in public volumes should cause overtime to increase in June and then continue to increase through the remainder of the summer.

Overtime Hours per Day (Collection Operations)

Overtime hours per day for the collection operation (925) in May decreased slightly from 42 hours per day to 41 hours per day. This represents a 2.4% decrease in month over month in overtime hours per day. As anticipated, overtime hours per day has remained very consistent for the past four months ranging from 39 hours per day to 42 hours per day. Recording 41 hours of overtime per day is well below the previous 12-month average of 54 hours per day. We do expect this number to increase slightly over the next several months as we begin to enter summer and heavy vacation schedules.

Average Weekly Delayed Pickups

The average weekly number of delayed pickups for the month of May decreased slightly month over month, moving from 63 to 60. Moderate increases and decreases in this number are expected due to the high number of variables, both internal and external, that can have an impact on this metric (i.e., vacation schedules, late set outs, etc.). The average weekly number of delayed pickups for May 2010 (60) out performs our average weekly number of delayed pickups for the previous 12-months of approximately 75. The average weekly number of delayed pickups in May continues to far exceed performance standards for the industry of 120 per week based on the high number of service opportunities in the area.

Missed Pickups

Missed pickups for the month of May were recorded at 0. The number of missed pickups in May out performs the previous 12-month average of 1.58 missed pickups. Performance in this area continues to be positive given the approximate 1.1 million service opportunities a month. We anticipate this number to continue to yield positive results in the foreseeable future and will continue to strive to reach and maintain a rate of zero missed pickups each month.

Customer Service Average Hold Time

Average hold time for the month of May increased slightly to 7 seconds from 6 seconds in the previous month. This represents a 33% reduction in average hold time from the month of March. A 7 second average hold time easily achieves the goal of 30 seconds and out performs the previous 12-month average of 12 seconds. We anticipate average hold times to increase slightly in June due to Foster City and Belmont residents receiving their bill reflecting the recent rate increases, as well as the Cart Smart brochure being mailed.



Calls Answered in 30 Seconds

Calls Answered in 30 Seconds for the month of May decreased slightly from 94% to 93%. This number is above the industry standard of 80%. Our performance in this area is in direct correlation with our performance with average hold time. Those contributing factors, which drive average hold time, are also going to drive our performance against this measurement. This number is slightly above our previous 12-month average of 90%. As expected, service levels in May dipped slightly due to the mailing of East Palo Alto's Prop 218 notices and Atherton, Menlo Park, and San Carlos residents receiving their bills reflecting recent rate increases. We anticipate June numbers to dip slightly as well due to the departure of two Customer Service Representatives transferring to other Allied Divisions.

Calls Answered in 90 Seconds

The percentage of Calls Answered in 90 Seconds increased to 100% in the month of May. This measurement is tied directly to our number of calls answered in 30 seconds, as well as our average hold time. Our performance in these areas dictates our performance against this particular metric. We expect this number to remain consistent in May with the previous 12-month trend.

Abandoned Call Percentage

Our abandon rate for the month of April decreased slightly to less than 1%. As with most of the call center metrics reported, our performance in this area is dictated by our performance in other key call center metrics (i.e., average hold time, calls answered in 30 seconds, and calls answered in 90 seconds). An abandon rate of less than 1% meets our abandon rate goal of 3.0% or less and is below our previous 12-month average of 1.66%. We anticipate this number to increase slightly in the coming months due to staffing reductions through attrition; however, we do anticipate this number to remain relatively consistent into the foreseeable future.

Total Calls by Month

Total Calls by Month for May decreased by 3.49% to 15,138. This is approximately 7.23% lower than our average call volume for the previous 12 months of 15,748. Call volume is expected to increase in June due to Foster City and Belmont rate increases, as well as the Cart Smart brochure being mailed.

Self-Haul Ratio

May 2010 yards per ton ratio was 3.00. This is the second consecutive month of improvement in this metric. We will continue to focus our efforts in achieving this metric by performing spot checks on scale tickets for self haul customers. Specifically, after customers have paid to tip their load, but prior to entering the Transfer Station, one of Allied's management personnel will verify that the customer was accurately charged for the amount of yardage by Scale House personnel. If an issue is noted, management will follow up with the Scale House Attendant and use coaching or step discipline to correct any issues discovered.



C&D Recycling Performance

May 2010 netted 3,171 tons of C&D materials. Year to date, the C&D tonnage has increased 55% compared to 2009. The Transfer Station is on pace to have its best C&D year since the inception of the program. Allied continues to focus its employees on opportunities to pull this material out of the MSW pile inside the transfer station and these efforts are proving to be successful.

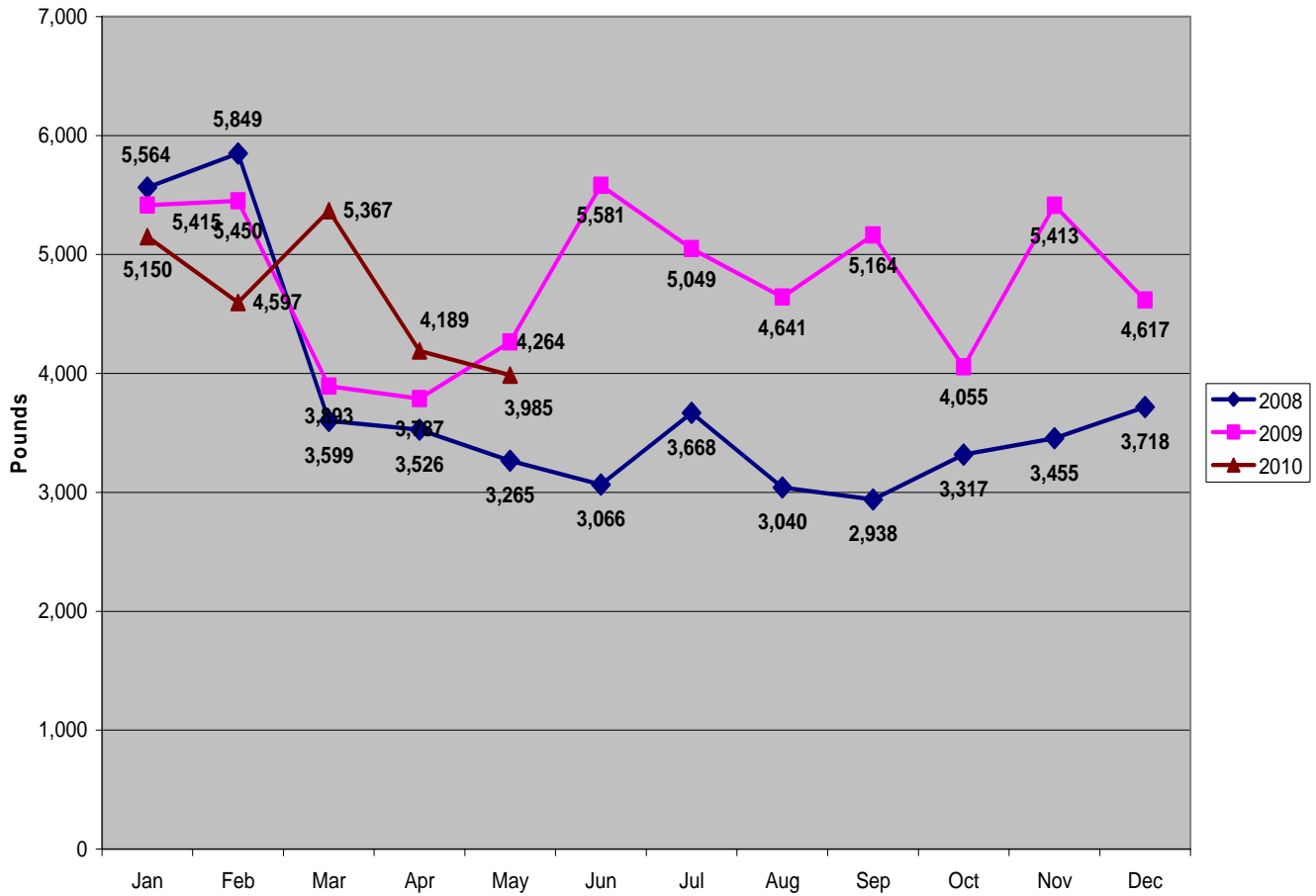
| South Bayside Transfer Station C & D Tons to Zanker Road | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------------|
| | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 |
| Jan | 1,246.98 | 639.26 | 1585.44 | 1,693.36 | 1,607.03 | 1,987.49 |
| Feb | 1,618.18 | 1,369.73 | 1337.82 | 1,530.43 | 1,424.63 | 2,376.66 |
| Mar | 2,182.49 | 1,461.86 | 1605.41 | 1,574.55 | 1,723.11 | 3,234.62 |
| Apr | 1,100.82 | 1,361.47 | 1749.16 | 2,461.99 | 2,058.04 | 2,623.64 |
| May | 1,102.71 | 2,208.81 | 2226.75 | 2,354.57 | 1,828.76 | 3,171.45 |
| Jun | 317.86 | 2,292.17 | 2048.91 | 2,674.06 | 2,093.77 | |
| Jul | 353.46 | 1,943.33 | 1974.51 | 2,528.04 | 2,601.29 | |
| Aug | 889.65 | 2,095.46 | 2059.83 | 2,508.20 | 2,793.49 | |
| Sep | 1,271.40 | 1,740.60 | 1879.53 | 2,483.64 | 2,810.07 | |
| Oct | 1,058.87 | 1,883.58 | 2126.58 | 2,576.17 | 3,075.84 | |
| Nov | 657.42 | 1,453.40 | 1954.91 | 1,829.21 | 2,778.91 | |
| Dec | 465.68 | 1,174.56 | 1588.37 | 1,650.82 | 2,297.58 | |
| | 12,265.52 | 19,624.23 | 22,137.22 | 25,865.05 | 27,092.52 | 13,393.86 |



Battery Collection Performance

Residential curbside collection weight for household batteries and cell phones for all jurisdictions in May 2010 was 3,985 pounds.

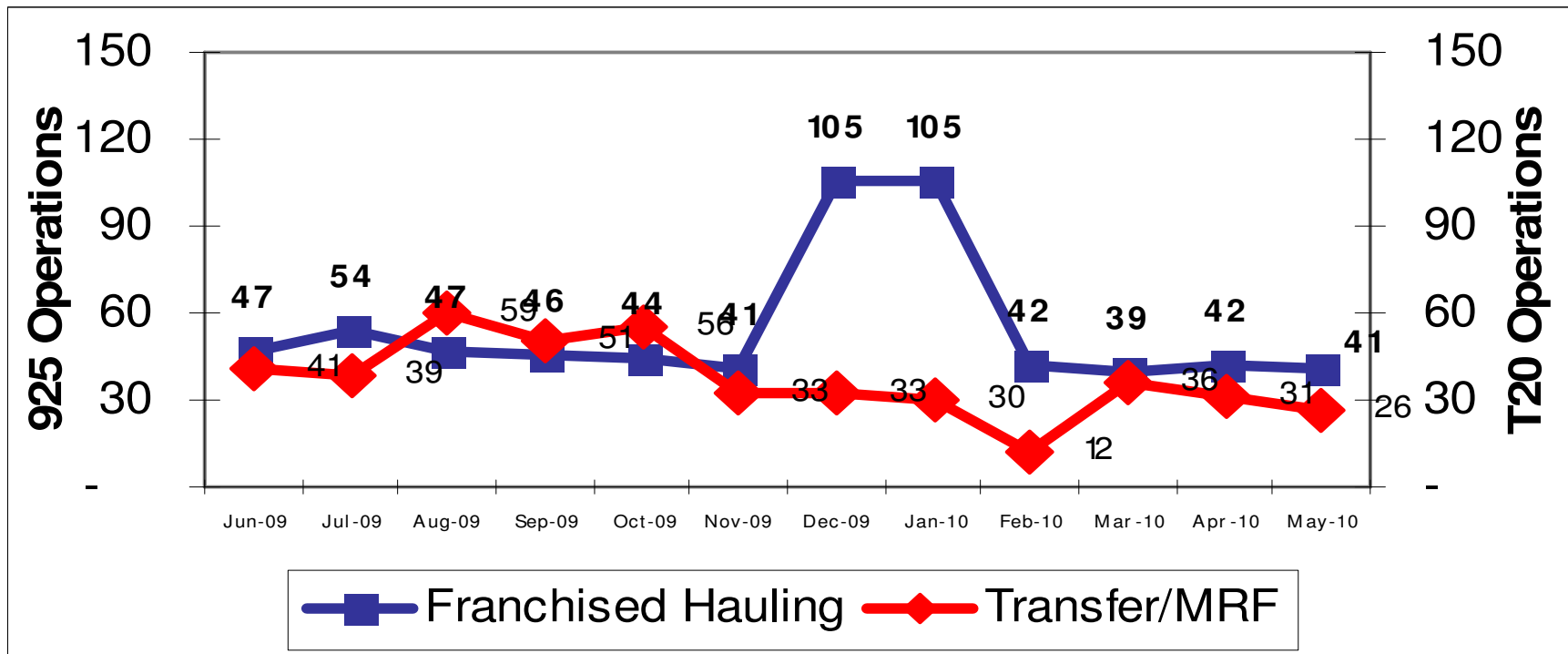
Residential Curbside Cell Phone & Battery Collection



2010 HEADCOUNT BY MONTH FOR ALLIED WASTE OF SAN MATEO COUNTY

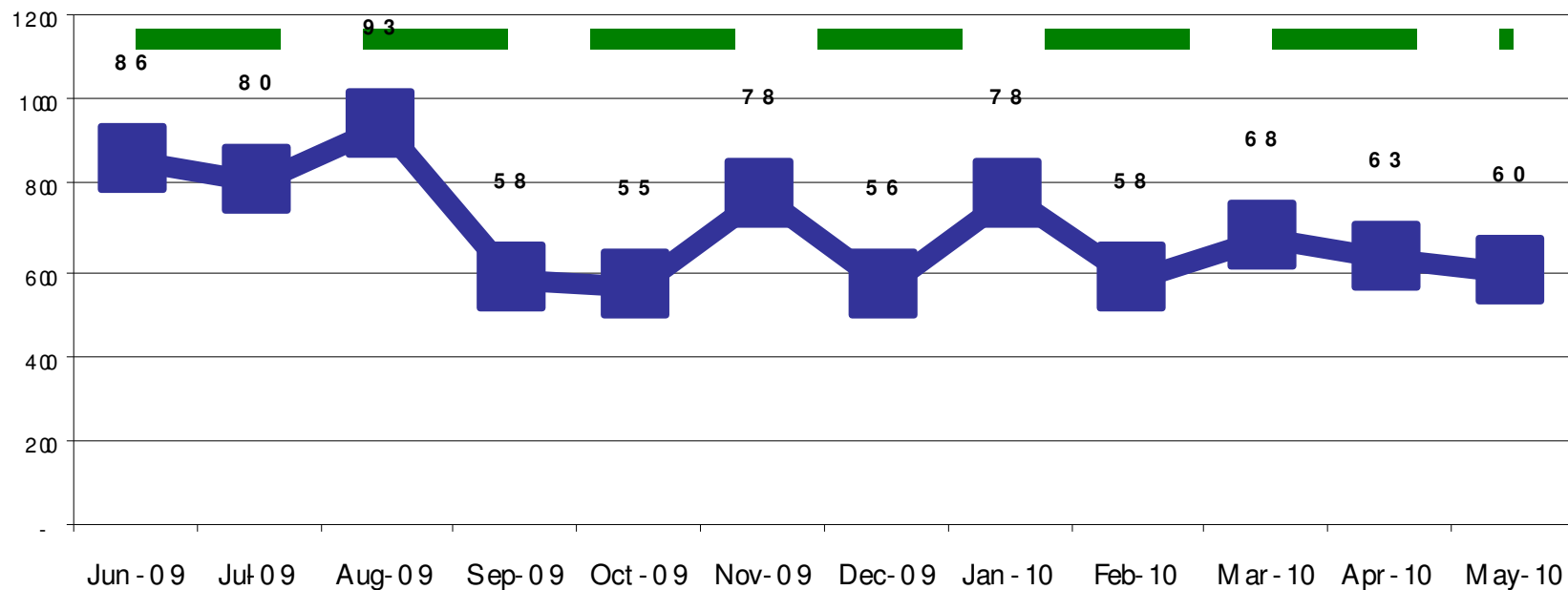
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|---|------------|------------|------------|------------|------------|-----|-----|-----|-----|-----|-----|-----|
| UNION | | | | | | | | | | | | |
| Collection Drivers | 221 | 220 | 219 | 219 | 218 | | | | | | | |
| Transfer Drivers | 21 | 21 | 21 | 21 | 21 | | | | | | | |
| Sorters/Spotters | 17 | 17 | 17 | 16 | 17 | | | | | | | |
| Scale Attendants | 4 | 4 | 4 | 4 | 4 | | | | | | | |
| Buy Back Attendants | 2 | 2 | 2 | 2 | 2 | | | | | | | |
| Equipment Operators | 7 | 7 | 7 | 7 | 7 | | | | | | | |
| Mechanics | 30 | 30 | 29 | 29 | 29 | | | | | | | |
| Customer Service Reps | 13 | 13 | 13 | 13 | 13 | | | | | | | |
| Accounting (i.e., Billing, A/R, A/P, etc) | 9 | 9 | 9 | 9 | 9 | | | | | | | |
| Clerks (Dispatch, Operations, Maint.) | 9 | 9 | 9 | 9 | 9 | | | | | | | |
| NON-UNION | | | | | | | | | | | | |
| G&A (Admin, Supervisors, Managers) | 26 | 26 | 26 | 26 | 25 | | | | | | | |
| Recycling Coordinators | 5 | 5 | 5 | 5 | 5 | | | | | | | |
| TOTAL | 364 | 363 | 361 | 360 | 359 | | | | | | | |

Collection Driver and Transfer/MRF Operations Overtime Hours Per Day



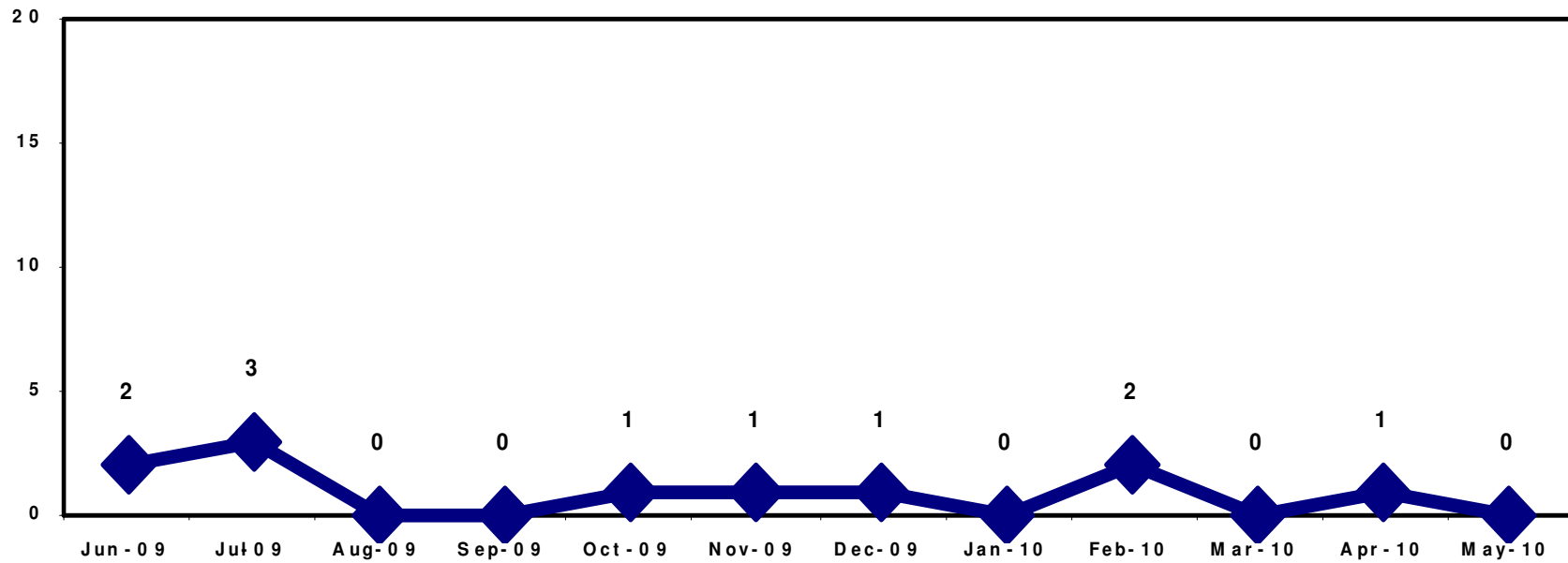
Average Weekly Delayed Pickups

Service Standard is 114 Total



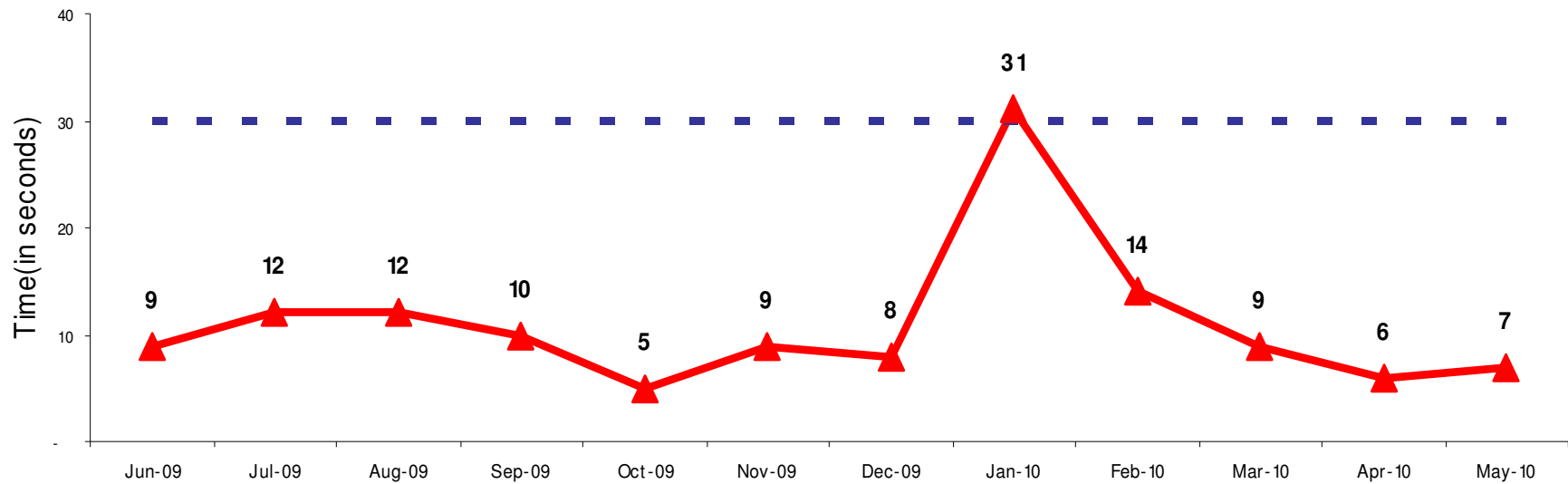
Note: Service Standard is 1 missed pick up per 1000 residential customers and 2 missed pick ups per 1000 commercial customers.

Monthly Missed Pick Ups



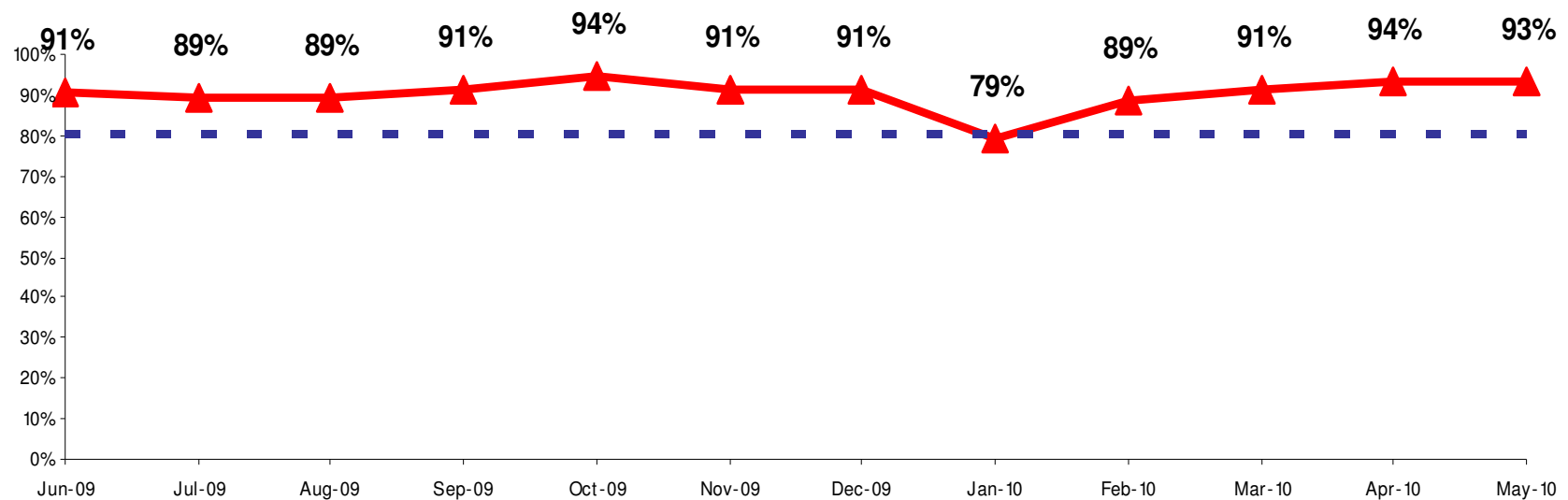
Customer Service Average Hold Time

30 Second Service Standard



Customer Service Percentage of Calls Answered in 30 Seconds

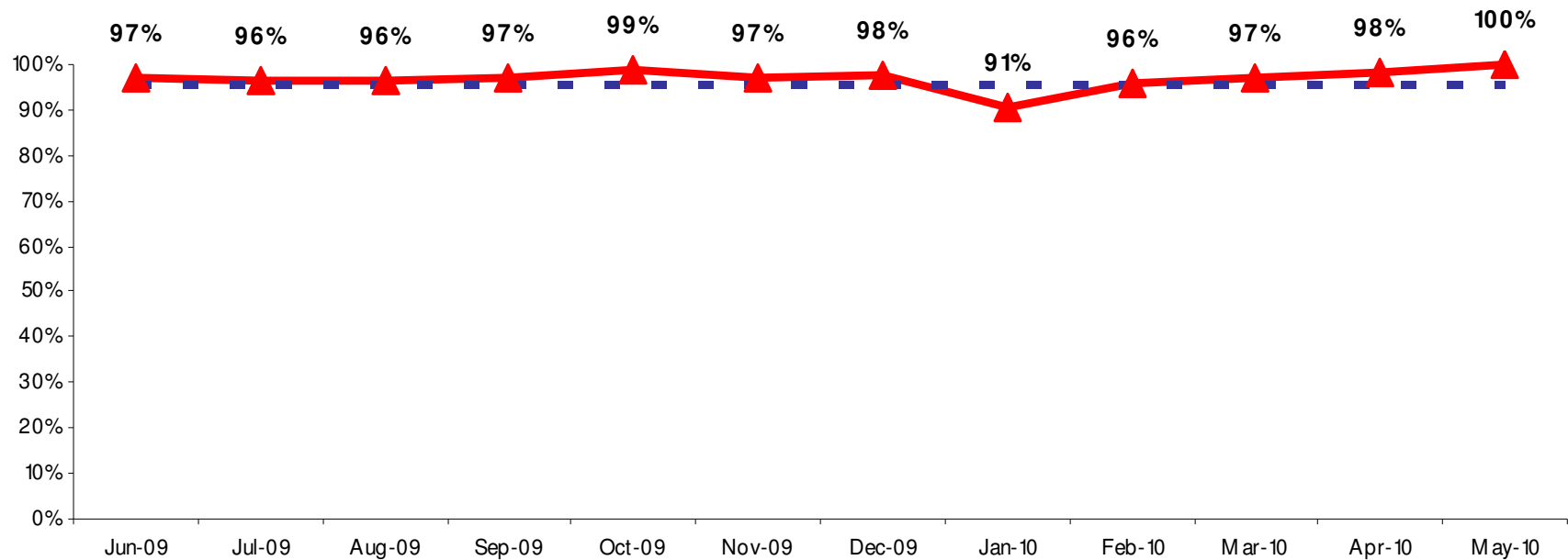
80% Service Standard





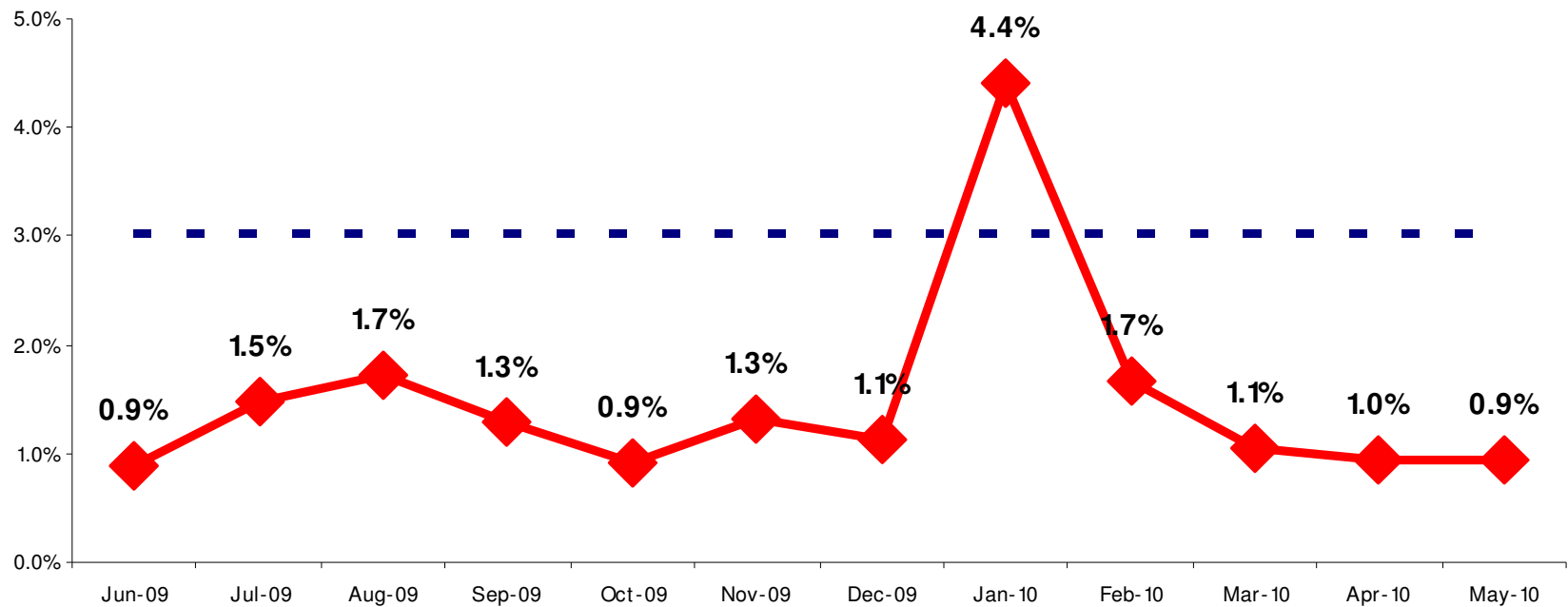
Customer Service Percentage of Calls Answered in 90 Seconds

95% Service Standard

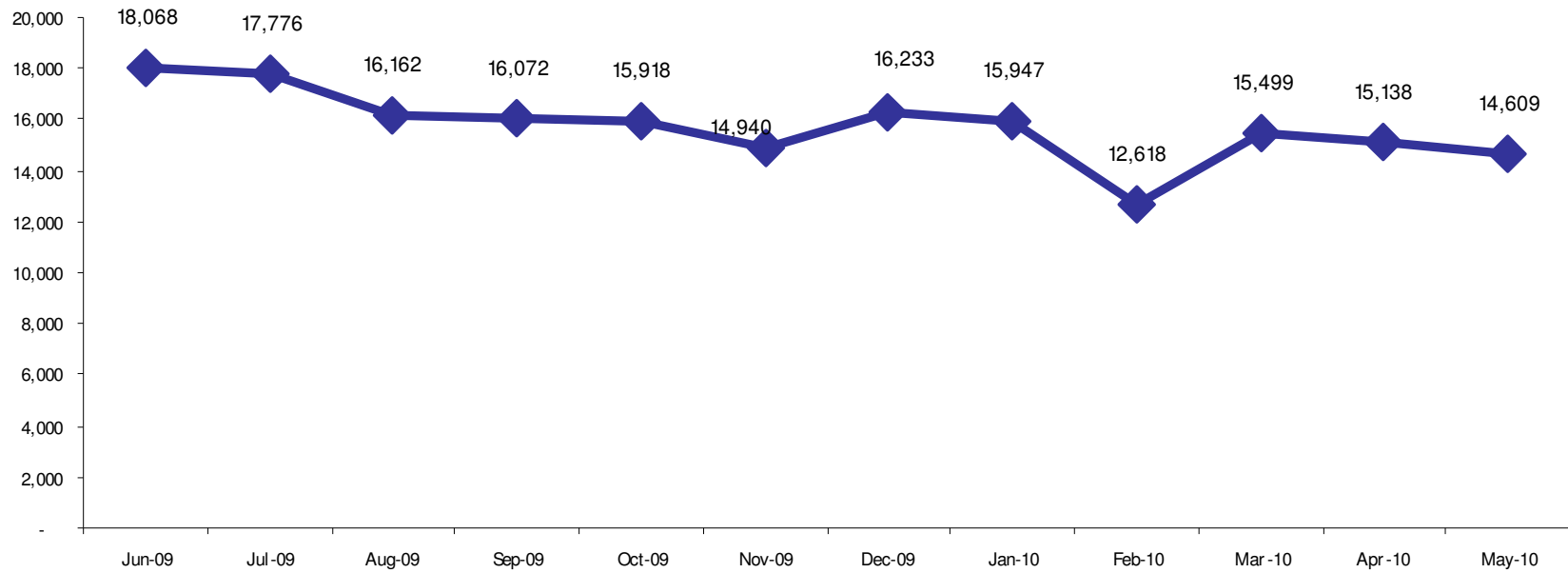


Customer Service Abandoned Call Percentage

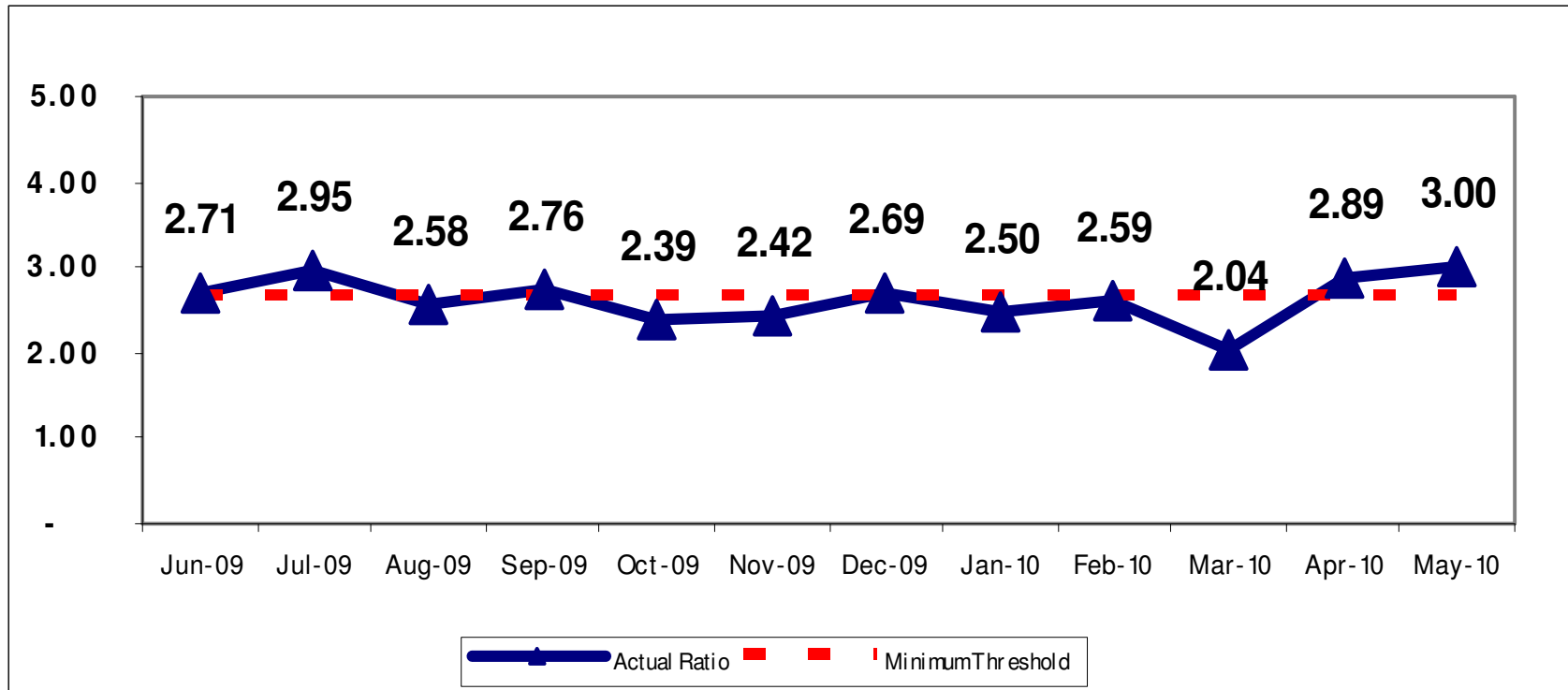
Service Standard 3%



Total Calls by Month



Transfer Station Public Yards to Ton Ratio



2010 LIQUIDATED DAMAGES



11.03, B.1a. Failure to commence service to a new recipient within 7 days

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
|----------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-------|-----|-----|-------------|---------------|---------------------|-----------------------|--------------------|----------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 5 | (5) | \$ 150 | \$ - |
| | | | | | | | | | | | | | | | | | | 60 | (60) | | \$ - |

11.03, B.1b. Missed Pickup Not Corrected in 24 Hours

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD | |
|----------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-------|-----|-----|-------------|---------------|---------------------|-----------------------|--------------------|----------|------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | | |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Belmont | - | 1 | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| Burlingame | - | 1 | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| Redwood City | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - | |
| | | 2 | | 2 | 1 | | 1 | | | | | | | | | | 3 | 180 | (177) | | \$ - | |

11.03, B.1c. Consecutive Missed Pickups

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
|----------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-----|-----|-----|-------------|-------|-----|-----|-------------|---------------|---------------------|-----------------------|--------------------|----------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 150 | \$ - |
| | | | | | | | | | | | | | | | | | | 0 | - | | \$ - |

2010 LIQUIDATED DAMAGES



11.03, B.1d. Failure to properly conduct special collections

| | Q1 | | | Q2 | | | Q3 | | | Q4 | | | 2010 Total | Less: | | | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|-------------|
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Total | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ - | \$ - |

11.03, B.1e. Failure to perform and submit billing reviews

| | Q1 | | | Q2 | | | Q3 | | | Q4 | | | 2010 Total | Less: | | | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|-------------|
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 250 | \$ - |
| Total | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ - | \$ - |

11.03, B.2a. For each occurrence of private property damage

| | Q1 | | | Q2 | | | Q3 | | | Q4 | | | 2010 Total | Less: | | | | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|-------------|------|
| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | | Annual Allowance | Net # of Incidents | LD per Incident | Total LD | |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - | |
| Hillsborough | - | - | 1 | 1 | - | - | - | - | - | - | - | - | - | 1 | 7 | (6) | \$ 250 | \$ - |
| Menlo Park | 1 | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | 7 | (6) | \$ 250 | \$ - |
| Redwood City | 1 | - | - | 1 | - | - | - | - | - | - | - | - | - | 1 | 7 | (6) | \$ 250 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 7 | (7) | \$ 250 | \$ - |
| Total | 2 | - | 1 | 3 | - | - | - | - | - | - | - | - | - | 3 | 84 | (81) | \$ - | |

2010 LIQUIDATED DAMAGES



11.03, B.2b. For each occurrence of failure to properly return containers to the appropriate location

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
|----------------|----------|----------|----------|-----------|-----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|---------------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | |
| Atherton | - | 1 | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 10 | (9) | \$ 150 | \$ - |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 150 | \$ - |
| Burlingame | 2 | - | 2 | 4 | - | - | - | - | - | - | - | - | - | - | - | - | 4 | 10 | (6) | \$ 150 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 150 | \$ - |
| Fair Oaks/SMCO | - | - | 1 | 1 | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 10 | (9) | \$ 150 | \$ - |
| Foster City | - | - | - | - | - | 2 | - | 2 | - | - | - | - | - | - | - | - | 2 | 10 | (8) | \$ 150 | \$ - |
| Hillsborough | 1 | - | 1 | 2 | - | - | - | - | - | - | - | - | - | - | - | - | 2 | 10 | (8) | \$ 150 | \$ - |
| Menlo Park | - | 1 | - | 1 | 3 | - | - | 3 | - | - | - | - | - | - | - | - | 4 | 10 | (6) | \$ 150 | \$ - |
| Redwood City | - | 2 | 3 | 5 | 5 | 1 | - | 6 | - | - | - | - | - | - | - | - | 11 | 10 | 1 | \$ 150 | \$ 150 |
| San Carlos | - | 1 | 1 | 2 | 2 | - | - | 2 | - | - | - | - | - | - | - | - | 4 | 10 | (6) | \$ 150 | \$ - |
| San Mateo | - | - | - | - | 1 | 3 | - | 4 | - | - | - | - | - | - | - | - | 4 | 10 | (6) | \$ 150 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 150 | \$ - |
| Total | 3 | 5 | 8 | 16 | 11 | 6 | - | 17 | - | - | - | - | - | - | - | - | 33 | 120 | (87) | \$ | \$ 150 |

11.03, B.2c. For each occurrence of excessive noise or discourteous behavior

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|-----------------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | |
| Atherton | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | 0 | 1 | \$ 250 | \$ 250 |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Fair Oaks/SMCO | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Hillsborough | - | - | - | - | 1 | - | - | 1 | - | - | - | - | - | - | - | - | 1 | 0 | 1 | \$ 250 | \$ 250 |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Redwood City | 1 | - | - | 1 | 1 | - | - | 1 | - | - | - | - | - | - | - | - | 2 | 0 | 2 | \$ 250 | \$ 500 |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| San Mateo | 1 | - | - | 1 | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 2 | 0 | 2 | \$ 250 | \$ 500 |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 250 | \$ - |
| Total | 2 | - | - | 2 | 2 | 2 | - | 4 | - | - | - | - | - | - | - | - | 6 | 0 | 6 | \$ | \$ 1,500 |

11.03, B.2d. For each failure to clean up solid waste spilled by the Contractor

| | | | | | | | | | | | | | Less: | | | | 2010 Total | Annual Allowance | Net # of Incidents | LD per Incident | Total LD |
|----------------|----------|----------|----------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------------|--------------------|-----------------|-------------|
| | JAN | FEB | MAR | Q1 Total | APR | MAY | JUN | Q2 Total | JUL | AUG | SEP | Q3 Total | OCT | NOV | DEC | Q4 Total | | | | | |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - |
| Belmont | - | 2 | 1 | 3 | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 4 | 15 | (11) | \$ 150 | \$ - |
| Burlingame | - | - | 2 | 2 | - | - | - | - | - | - | - | - | - | - | - | - | 2 | 15 | (13) | \$ 150 | \$ - |
| East Palo Alto | 1 | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| Fair Oaks/SMCO | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - |
| Foster City | 1 | 1 | - | 2 | 1 | 1 | - | 2 | - | - | - | - | - | - | - | - | 4 | 15 | (11) | \$ 150 | \$ - |
| Hillsborough | - | - | - | - | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - |
| Redwood City | 3 | 1 | 4 | 8 | 1 | - | - | 1 | - | - | - | - | - | - | - | - | 9 | 15 | (6) | \$ 150 | \$ - |
| San Carlos | - | 2 | - | 2 | - | 1 | - | 1 | - | - | - | - | - | - | - | - | 3 | 15 | (12) | \$ 150 | \$ - |
| San Mateo | - | - | 1 | 1 | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 15 | (14) | \$ 150 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 15 | (15) | \$ 150 | \$ - |
| Total | 5 | 6 | 8 | 19 | 2 | 4 | - | 6 | - | - | - | - | - | - | - | - | 25 | 180 | (155) | \$ | \$ - |

2010 LIQUIDATED DAMAGES

2010 LIQUIDATED DAMAGES



11.03, B.2e. For each occurrence of collection of solid waste materials during unauthorized hours

| | JAN | FEB | MAR | Q1 | | | APR | MAY | JUN | Q2 | | | JUL | AUG | SEP | Q3 | | | OCT | NOV | DEC | Q4 | | | 2010 Total | Less: | | | Total LD | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|------------|------------------|--------------------|-------------|-----------------|
| | | | | Total | APR | MAY | | | | JUN | Total | JUL | | | | AUG | SEP | Total | | | | APR | MAY | JUN | | Total | Annual Allowance | Net # of Incidents | | LD per Incident |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Foster City | - | - | - | - | 1 | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 10 | (9) | \$ 250 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| San Carlos | - | - | 1 | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 1 | 10 | (9) | \$ 250 | \$ - | |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 10 | (10) | \$ 250 | \$ - | |
| Total | - | - | 1 | 1 | 1 | - | - | - | 1 | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 2 | 120 | (118) | | \$ - | |

11.03, B.3a. For each failure to initially respond to a service recipient complaint within one business day

| | JAN | FEB | MAR | Q1 | | | APR | MAY | JUN | Q2 | | | JUL | AUG | SEP | Q3 | | | OCT | NOV | DEC | Q4 | | | 2010 Total | Less: | | | Total LD | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|----------|------------------|--------------------|-------------|-----------------|
| | | | | Total | APR | MAY | | | | JUN | Total | JUL | | | | AUG | SEP | Total | | | | APR | MAY | JUN | | Total | Annual Allowance | Net # of Incidents | | LD per Incident |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - | |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ 100 | \$ - |
| Total | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | - | \$ | \$ - | |

11.03, B.3b. For each failure to process service recipient complaints to Agency

| | JAN | FEB | MAR | Q1 | | | APR | MAY | JUN | Q2 | | | JUL | AUG | SEP | Q3 | | | OCT | NOV | DEC | Q4 | | | 2010 Total | Less: | | | Total LD | |
|----------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------------|----------|------------------|--------------------|-------------|-----------------|
| | | | | Total | APR | MAY | | | | JUN | Total | JUL | | | | AUG | SEP | Total | | | | APR | MAY | JUN | | Total | Annual Allowance | Net # of Incidents | | LD per Incident |
| Atherton | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - | |
| Belmont | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Burlingame | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| East Palo Alto | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Fair Oaks/SMCo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Foster City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Hillsborough | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Menlo Park | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Redwood City | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| San Carlos | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| San Mateo | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| West Bay | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ 100 | \$ - |
| Total | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | 0 | | \$ | \$ - | |

2010 LIQUIDATED DAMAGES

| | | | | | | | |
|--|----|----|----|---|---|----|----------|
| | 43 | 12 | 29 | - | - | 72 | \$ 1,650 |
|--|----|----|----|---|---|----|----------|