

**PERSONAL SERVICES AGREEMENT  
TOWN OF FAIRFAX**

THIS AGREEMENT is made and entered into this 1st day of June, 2011, by and between the Town of Fairfax (hereinafter referred to as "Town") and Thomas Vence (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Town desires to retain the services of Consultant to provide professional solid waste management services; and

WHEREAS, Consultant is qualified by virtue of experience, training, education and expertise to provide such services.

NOW, THEREFORE, Town and Consultant mutually agree as follows:

**Section 1. Scope of Work.**

Consultant shall review the current working draft franchise agreement and assist the Town in producing a final franchise agreement for approval by the Town Council and Marin Sanitary Service described in the attached "Description and Scope of Services" and "Schedule of Hourly Rates".

Consultant warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standards of its profession.

**Section 2. Term.**

This Agreement shall commence on June 2, 2011 and continue until terminated as provided in Section 14 herein.

**Section 3. Compensation.**

**3.1 Rate Schedule.**

Services provided by Consultant shall be billed to the Town at a not to exceed amount of \$5,000

Included within the above compensation are all the Consultant's expenses. No expenses of Consultant shall be chargeable to the Town without the prior written approval of Town.

**3.2 Method of Payment.**

Payment shall be made in compliance with the terms of the payment schedule set forth in the approved task order.

**3.3 Records of Expenses.**

Consultant shall keep complete and accurate records of all costs and expenses incidental to services covered by this Agreement. These records will be made available at all times to Town.

**Section 4. Independent Contractor.**

It is agreed that Consultant shall act and be an independent contractor and not an agent or employee of Town and shall obtain no rights to any benefits which accrue to those agencies' employees.

Other than in the performance of professional services by a design professional and to the full extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless LOCAL AGENCY and any Indemnified Parties, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, reasonable attorneys fees and expert witness fees), where same arises out of the performance of this Agreement by CONSULTANT, its officers, employees, agents, and sub-consultants, excepting only that resulting from the sole negligence, active negligence or intentional misconduct of LOCAL AGENCY, its employees, officials, or agents.

If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million (\$1,000,000) dollars to cover any claims arising out of the CONSULTANT's performance of services under this Agreement.

**Section 5. Changes to Scope of Work.**

Changes in the Scope of Work may occur from time to time, within the general framework of the Scope that has already been outlined. In the event of a change which exceeds the general framework as outlined in the Scope of Work as set forth in Section 1, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new agreement, including but not limited to any additional Consultant's fees.

**Section 6. Familiarity with Work.**

By executing this Agreement, Consultant warrants that it has investigated the work to be performed and is capable of performing that work.

**Section 7. Time of Essence.**

Time is of the essence in the performance of this Agreement.

**Section 8. Compliance with Law.**

Consultant shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

**Section 9. Conflicts of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement.

**Section 10. Copies of Work Product.**

All reports submitted shall be in electronic reproducible format.

**Section 11. Ownership of Documents.**

All reports, information, data and exhibits prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential to the extent permitted by law, and Consultant agrees that they shall not be made available to any individual or organization without prior written consent of the Town. All such reports, information, data, and exhibits shall be the property of the Town and shall be delivered to the Town upon demand.

**Section 12. Insurance.**

Consultant shall provide evidence of automobile insurance coverage reasonably acceptable to the Town prior to commencing work.

**Section 13. Termination.**

Town shall have the right to terminate this Agreement by giving thirty (30) days' advance written notice of termination to Consultant. Consultant shall be entitled to full payment for services performed prior to the effective date of termination

**Section 14. Notice.**

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To Town:                      Town of Fairfax  
   Michael Rock, Town Manager  
   142 Bolinas Road  
   Fairfax, CA 94930

To Consultant :  
Thomas Vence  
22 San Lucas Court  
St. Helena, CA 94974

**Section 15. Attorneys' Fees.**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

**Section 16. Dispute Resolution.**

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS").

**Section 17. Entire Agreement.**

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TOWN OF FAIRFAX

By: \_\_\_\_\_  
Michael Rock, Town Manager

CONSULTANT

By: \_\_\_\_\_  
Thomas Vence

# Thomas D. Vence

**PRESIDENT**

**VENCE CONSULTING**

---

Thomas Vence, Principal of Vence Consulting, has been active in solid waste management and energy as advisor to government and the private sector for over 35 years. In 1979 Mr. Vence co- founded Brown, Vence and Associates (BVA), a consulting firm specializing in solid waste and energy management services.

Mr. Vence has helped clients analyze technical, environmental, and economic risks associated with the development and implementation of solid waste and energy projects. His experience in solid waste and energy management reflects a sound technical and strong operating background.

Experience in business management and financial issues coupled with his technical expertise enable him to deal successfully with the variety of interrelated aspects, both technical and financial, inherent in project development. His experience includes conceptual design, operations review, project development, procurement, contract review and negotiation; feasibility studies and strategic planning for implementation. .

He has provided project direction for numerous solid waste and energy projects, ranging from collection services, materials recovery, compost facility and transfer station planning and engineering to integrated waste management for materials processing systems and LFG and waste to energy programs and facilities.

**SELECTED PROJECT EXPERIENCE**

**MANAGED PROCUREMENT OF COLLECTION SERVICES, Napa County, California.**

**Project Director:** Provided technical assistance, prepared Request for Proposal (RFP), evaluated responses, made recommendation to County and assisted in negotiations.

**DEVELOPMENT OF NEW COLLECTION AND LANDFILL RATE METHODOLOGY CONTRACT AMENDMENT, Upper Valley Waste Management Agency, Napa, Ca.**

Worked with hauler and Agency to modify existing franchise agreements for collection and landfill. Develop simplified rate methodology for collection services and landfill tip fees and extend term of existing franchise agreements. Prepared rate model and made presentation to agency.

**PROJECT DIRECTOR, CONTRACT COMPLIANCE REVIEW, Town of Fairfax, California.**

Reviewed the accuracy of franchise fee payments and the performance of recycling and green waste programs

**PREPARED RFP FOR OPERATION OF TRANSFER STATION, GREENWASTE RECYCLING, AND HHW FACILITY**

**Nevada County, California**

Developed RFP and operation agreement for county owned facility. Procured Services included managing and receiving solid waste, recycling and green waste and HHW.

**PEER REVIEW PROCESS FOR THE SMART STATION OPERATIONS AGREEMENT**

**City of Sunnyvale, California**

**Project Director.** Directed a peer review of operations and the facility operating agreement. Assisted in facilitating a nine-person panel, including members with varied backgrounds in solid waste facility management from both public and private sectors, to review and critique the contract. Developed topics for discussion and facilitated the four-hour workshop. Produced a detailed report of the panel's findings.

**PREPARED RFP FOR COLLECTION SERVICES, City of Woonsocket, R.I.**

Developed RFP and franchise agreement for residential collection service in the city that has a population of approximately 50,000. Services included solid waste, recycling and green waste collection. In addition to the RFP for services, a second RFP was prepared to purchase wheeled carts.

**TECHNICAL AND ECONOMIC EVALUATION OF PROPOSED 100TPD C&D FACILITY, Upper Valley Waste Management Agency, Napa, Ca.**

Reviewed equipment and performance specifications and made recommendations regarding operation and maintenance costs. Assisted with contract amendment and adjustment to rate methodology to include C&D in rate structure.

**PROJECT DIRECTOR, COST OF SERVICE ANALYSIS, PERFORMANCE REVIEW, AND COST OF SERVICE RATE MODELING, City of Mountain View, California.**

Directed a cost of service analysis, which built upon data collected during BVA's previous performance audit. Examined all solid waste management expenses and revenues related to the provision of services, including those expenses incurred by city programs and by the franchised collector.

**PREPARATION OF PROCUREMENT DOCUMENTS FOR 1000TPD WASTE TO ENERGY AND 200TPD HAZARDOUS WASTE FACILITY, Republic of Mauritius.**

**Project Director:** For the World Bank, performed technical analysis and prepared detailed solicitation to international companies for the financing construction and operation of waste treatment facilities.

**PREPARED DETAILED PROPOSAL FOR COLLECTION SERVICES,  
SEACOAST DISPOSAL, Montera, California**

**Project Director.** Provided technical and pricing assistance and prepared proposal in response to collection services RFP. Assisted in negotiations to obtain 15-year franchise agreement. .

**STRATEGIC PLANNING, RFP AND PROCUREMENT OF COLLECTION  
VENDOR**

**Santa Cruz County and the Cities of Watsonville and Scotts Valley,  
California**

**Project Director.** Directed the development of a strategic plan for procuring solid waste and recycling collection and processing services and an operations analysis for implementing refuse, recycling, and yard waste collection services for the County and two cities. Prepared RFP and evaluated proposals..

**CONSTRUCTION OF MATERIALS RECOVERY FACILITY, TRANSFER  
STATION, AND COMPOSTING PILOT PROJECT**

**ACME FILL Corporation, Martinez, California**

**Project Engineer.** Involved in the economic analysis, negotiations and contract development for contractors and regulatory agencies, and construction management of a 1,900-ton-per-day facility in the San Francisco Bay Area.

**COLLECTION PROCUREMENT PRIVATIZATION, PROCUREMENT, AND  
CONTRACT ASSIGNMENT**

**City of San Leandro, California**

Helped the city to decide whether to privatize municipally provided collection services. Negotiated a new contract combining assignment of old services to the new owner and privatization of municipal services

**OPERATIONS EFFICIENCY STUDY**

**City of Modesto, California**

**Project Director.** Directed an operations evaluation of the city's two franchised collectors and their transfer stations. BVA developed recommendations to maintain service levels while reducing operating costs..

**SOLID WASTE INITIATIVE ASSISTANCE AND FRANCHISE ORDINANCE AGREEMENT DEVELOPMENT**

**City of Escondido, California**

**Project Director.** Assisted the city in developing a draft ordinance that closely reflects the city's solid waste management requirements. Provided technical assistance in evaluating transfer station proposals and options. Analyzed system changes, developed a new city ordinance, and identified issues to address in the new franchise agreement.

**INDEPENDENT ENGINEERING SERVICES**

**California Pollution Control Financing Authority**

**Project Director.** Directed work with the CPCFA spanning over 14 years. Prepared more than 17 engineering reports for tax-exempt bond issues for transfer stations, materials recovery facilities, biomass to electricity and related solid waste capital projects.

## Thomas D. Vence

### REGISTRATIONS

Mechanical Engineer, California

### PUBLICATIONS

Vence, T.D., Brown M.D., and A. Guy. **"Medical Waste Disposal."** Presented at the Asia-North American Waste Management Conference, Los Angeles

Vence, T.D., Brown, M.D., Reilly, T.M. **"Transfer Station Fundamentals"** Ann Arbor Press.

Vence, T.D., Brown M.D., **"Waste Management for Developing Countries."** Paper presented at the Asia-North American Waste Management Conference, Los Angeles.

Vence, T.D., **"Rescuing Troubled Projects in California,"** presented to Infocast.

Vence, T.D., **"Public Agency Integrated Waste Management Contracts Process,"** presented at Integrated Waste Management Problem Solving, University of California, Davis.

Vence, T.D., **"The Consulting Engineer's Role in Project Financing,"** presented at Infocast.

### EDUCATION

Master of Business Administration, Golden Gate University

Bachelor of Science Degree in Engineering, San Jose State University

Certificate, Hazardous Waste Management Postgraduate Program, University of California, Davis

## VENCE CONSULTING

22 san Lucas Ct., Saint Helena CA 94574

707.815.9566 707.963.8196 fax

*tvence@earthlink.net*

May 25, 2011

Town of Fairfax  
Michael Rock, Town Manager  
142 Bolinas Road  
Fairfax, CA. 94930

**Subject:** Consulting Services

Dear Mr. Rock,

I am pleased to provide the following services to assist the Town of Fairfax with completing Franchise Agreement (Agreement) negotiations with Marin Sanitary Services (MSS) .

- Task 1.** Kick off meeting to collect information and discuss issues
- Task 2.** Review relevant background information and current expectations of the Town and MSS
- Task 3.** Assist in defining the pros and cons of issues important to the Town and together with staff develop a Town approach to a term sheet for the Agreement.
- Task 4.** Conduct a working session with MSS and Town staff to discuss the points of the term sheet and together develop an agreed upon final version to incorporate in the agreement.
- Task 5.** Meetings as required within budget.

May 25, 2011

Michael Rock

Page 2 of 2

**FEES:**

Professional fees and expenses will not exceed \$5,000 for the above scope of work, based on an hourly rate of \$175/hr and approved expenses billed at cost.

Thank you for the opportunity to assist the Town

Very truly yours,

Thomas D. Vence

**VENCE CONSULTING**