

TOWN OF FAIRFAX STAFF REPORT

To: Mayor and Members of the Town Council
From: Michael Rock, Town Manager 
Date: March 7, 2012
Subject: **Authorize the Town Manager to sign a Personal Services Agreement with Sustainable Fairfax in an amount not to exceed \$10,000 for implementation of a Zero Waste Grant**

RECOMMENDATION

Staff recommends authorizing the Town Manager to sign a Personal Services Agreement with Sustainable Fairfax for the implementation of a Zero Waste Grant in an amount not to exceed \$10,000.

DISCUSSION

The Town was awarded a Zero Waste Grant in the amount of \$11,847 from the Marin County Hazardous and Solid Waste Management Joint Powers Authority in April 2011. The grant funds were not competitive and were awarded to every jurisdiction in Marin County that applied. There will be another round of grants beginning in July 2012 for the next fiscal year and for the same amount of about \$12,000.

Exhibit C of this staff report is the proposal from Sustainable Fairfax to implement the Zero Waste Grant. The Sustainable Fairfax proposal outlines a total scope of service for \$27,800. The Personal Services Agreement before the Council is a not to exceed Agreement for \$10,000. The current Town Budget has encumbered the grant funds of \$11,847 but has not identified the additional funds needed to complete the proposed scope of work from Sustainable Fairfax.

However, the next round of Zero Waste grants will commence in July 2012 when the new fiscal year starts and the Council will have the opportunity to identify other possible sources of funding to complete the Sustainable Fairfax proposal during the FY 2012/13 budget hearings. Other sources include a \$5,000 grant from Cal Recycle, the next round of Zero Waste grants and possibly using a small part of the franchise fees collected from Marin Sanitary Service.

Once the additional sources of funds are identified and encumbered and the FY 2012/13 Town budget is adopted the Agreement with Sustainable Fairfax can be amended.

FISCAL IMPACT

The entire Personal Services Agreement with Sustainable Fairfax will be funded through the Zero Waste grant from the Marin County Hazardous and Solid Waste Management Joint Powers Authority

ATTACHMENTS

Personal Services Agreement with Sustainable Fairfax
Exhibit A: Description and Scope of Services
Exhibit B: Zero Waste Grant Guidelines and Application
Exhibit C: Sustainable Fairfax Proposal

**PERSONAL SERVICES AGREEMENT
TOWN OF FAIRFAX**

THIS AGREEMENT is made and entered into this 7th day of March, 2012, by and between the Town of Fairfax (hereinafter referred to as "Town") and Sustainable Fairfax (hereinafter referred to as "Consultant").

RECITALS:

WHEREAS, Town desires to retain the services of Consultant to provide professional zero waste, waste reduction, recycling, food and yard waste composting workshops and public promotion and education of all aforementioned services and specifically to assist the Town in implementing the Zero Waste Grant; 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 implement the Zero Waste Grant as described in Exhibit A "Description and Scope of Services" and as described in the Zero Waste Grant attached as Exhibit B.

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 March 8, 2012 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 an hourly rate of no more than \$50 per hour. The total amount shall not exceed \$10,000.

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.

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 :
Sustainable Fairfax
294 Cascade Drive
Fairfax, CA 94930

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: _____
Elizabeth Baker, Interim Executive Director
Sustainable Fairfax

EXHIBIT A

DESCRIPTION AND SCOPE OF SERVICES

Consultant shall implement the Marin County Hazardous and Solid Waste Management Joint Powers Authority Zero Waste Grant as submitted by the Town of Fairfax and includes the following:

- A. Outreach and Training Coordinator to set up recycling and composting at schools
- B. Coordinator for recycling and composting at local special events
- C. Coordinate new or added recycling receptacles in public right-of-way
- D. Conduct backyard composting workshops for residents
- E. Conduct waste audits as requested by resident or business
- F. Coordinate waste reduction and recycling at multi-family complexes as outlined in the new Resource Recovery Agreement approved by the Town Council and Marin Sanitary Service on November 2, 2011
- G. Promote all new services in the Resource Recovery Agreement and in general promote zero waste, waste reduction and recycling services throughout the community

EXHIBIT B

**MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY
ZERO WASTE GRANT GUIDELINES AND APPLICATION**

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Fiscal year 2010 - 2011

Zero Waste Grant Guidelines

Introduction

The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) Zero Waste Grant Program is administered by the JPA Staff. The procedures and requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

Grant Program

The JPA is offering grants to Member Agencies and Special Districts whose application identifies a program that works towards the Zero Waste Goal. Zero Waste Toolkit Documents have been developed by the JPA to implement waste reduction programs uniformly throughout Marin. Member Agencies and Special Districts should begin work on implementing all Zero Waste Reduction Programs (WRP's). Special Districts only have authority to implement a Zero Waste Resolution and a Food Scrap Program.

Primary WRP's are encouraged to be developed first and include:

- Zero Waste Resolution
- Construction and Demolition (C&D) Ordinance
- Commercial and Multi-Family Recycling Ordinance
- Commercial and/or Residential Food Scrap Recycling

Secondary WRP's can include:

- C and D Ordinance Enforcement Costs
- Outreach and Training Coordinator to Set Up Recycling and Composting at Schools
- Coordinator for Recycling and Composting at Local Events
- Purchase Easily-Portable Event Recycling Containers and Accessories for Loan for Local Events
- Adding Public Recycling Receptacles
- Commercial Waste Audits
- Local Composting Classes
- Support of Food Scrap Composting Programs
- Differential Costs of an Environmental Purchasing Policy
- Commercial and Multifamily Outreach and Support to Comply with 2012 Ordinance

Eligibility & Funding

Grant funding is available only for JPA Member Agencies and Special Districts identified as 'Applicants'.

It is recognized that each applicant will incur many costs while implementing WRP's. Therefore, it is intended the grant program funding will help cover those costs.

If Member Agencies or Special Districts determine they will be unable to adopt Primary or Secondary WRP's with their current funding they may forgo applying for grant funds. Their allotted funding will be encumbered and carry over to the next grant term for that specified agency after informing the JPA Staff. Grant funds will carry at the discretion of the JPA Board. After that time funds will become forfeited.

Special Districts that administer solid waste franchise agreements do not have the authority to implement a C&D Ordinance and Commercial and Multifamily Recycling Ordinances. By necessity, those ordinances will be handled by the County. Due to this reduced burden, Special Districts will only be eligible for \$3,500 of funding which will be derived from the Marin County portion.

Eligibility & Funding (Cont.)

The total allowable funds for each jurisdiction would be:

| | |
|---|---------------------|
| Belvedere | \$6,995.21 |
| Corte Madera | \$13,958.59 |
| County of Marin | \$38,577.42 |
| Fairfax | \$11,847.09 |
| Larkspur | \$16,330.75 |
| Mill Valley | \$17,856.95 |
| Ross | \$7,207.43 |
| San Anselmo | \$16,614.67 |
| San Rafael | \$58,879.43 |
| Sausalito | \$11,936.24 |
| Tiburon | \$13,407.21 |
| Almonte Sanitary District | \$3,500.00 |
| Alto Sanitary District | \$3,500.00 |
| Bolinas Community Public Utility District | \$3,500.00 |
| Homestead Valley Sanitary District | \$3,500.00 |
| Las Gallinas Sanitary District | \$3,500.00 |
| Marin City Community Services District | \$3,500.00 |
| Stinson beach County Water District | \$3,500.00 |
| Strawberry Recreational District | \$3,500.00 |
| Tamalpais Community Services District | \$3,500.00 |
| Total | \$245,111.00 |

Application Procedures

To reduce workload, all necessary application and document samples are supplied to grant applicants. It is recognized that every agency has its own legal counsel, and therefore it is not practical to require the model documents be adopted verbatim, but the substance must be similar to the samples provided. The application is limited to two pages, including the provided application forms. A sample Grant Application can be found as Exhibit F.

The Application Process is as follows:

- Determine grant fund eligibility, as described above
- Resolution drafting and Approval by Jurisdiction designating a Signature Authority for the JPA Grant Programs (Due within 30 days of Application due date)
- Submittal of completed Grant Application forms (Application, Signature Authority & Resolution, Grant Terms Agreement, Grant Pledge)

Once the Grant Application forms are received they will be reviewed by the JPA Executive Committee and determine if they meet the Grant requirements. Jurisdictions will be authorized to commence their proposed programs upon receipt of "Notice to Proceed" from the JPA. Per the Grant Terms, a Final Report will be submitted to the JPA at the completion of the grant. This report will describe the outcome of the program implemented and an estimated tonnage of waste that was diverted through each program. Reporting criteria are explained in detail in the Grant Terms and a sample Final Report can be found as Exhibit G.

Milestones

- March 1, 2011 - Application Materials Released
- April 31, 2011 - Application Deadline
- June 15, 2011 - Cycle Awarded
- July 1, 2011 - Grant Term Begins
- May 15, 2012 - Grant Term Ends
- May 31, 2012 - Final Reports Due

Grant Payment

Upon completion of Final Report review by the JPA Executive Committee each payment will be processed based on the submitted Payment Request portion of the Final Report for eligible costs.

Eligible Costs

All expenditures must be only for activities, products, and costs included in the approved Work Plan and approved Budget. Services provided and costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. Costs, including materials, supplies, equipment, facilities, must be related to Primary Zero Waste Tool Kit or Diversion programs, be reasonable, and focused on local needs as described in the application. Any proposed revision(s) to the Work Plan and/or Budget must be submitted and pre-approved in writing by the JPA Executive Committee.

Ineligible Costs

Any costs not included in the approved budget and not directly related to the approved grant project are ineligible for Grant Program use. Questions regarding ineligible costs can be directed towards the JPA Staff.

Recycled Content Requirements

All products that are purchased with grant funds must contain post consumer recycled-content material. All documents submitted to the JPA must be printed on double-sided on 100% recycled content paper. Specific pages containing full-color photographs or other ink intensive graphics may be printed on photographic paper.

Audit / Records Access

The Grantee agrees that the JPA or their designated representative shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of 3 years from the date the Grant Term ends.

Communication

All communication regarding this grant shall be directed to the JPA Grant Program Coordinator

Submit Final Reports and written correspondence to:

JPA Grant Program Manager
c/o County of Marin Waste Mgmt Div.
PO Box 4186
San Rafael, CA 94913

Copyright Information

Any copyrightable materials produced with Grant Funds become the property of the JPA and the Member municipality. Questions regarding copyright materials can be directed towards the JPA Grant Programs Coordinator. Examples of copyrightable material included, but are not limited to:

- CD's and visual material
- Brochures, Pamphlets, and reproductions of advertisements designed for distribution

The following language must appear on any copyrightable material produced with JPA Grant Program Funds:

© {Year of Creation} By the Marin County Hazardous and Solid Waste Joint Powers Authority (JPA). All rights reserved. This publication, or parts thereof, may not be reproduced without the permission of the JPA.

Use of the initials "JPA" in conjunction with "Marin County Hazardous and Solid Waste" is sufficient when space is limited.

Grant Payment

Until all requirements stipulated in the Grant Term Agreement have been satisfactorily completed Grant Funds will not be released. Upon completion of Final Report review by the JPA Executive Committee, a payment will be processed based on the submitted Payment Request portion of the Final Report for eligible costs. Payment Requests must include itemized documentation of claimed expenses. If Grantees do not use all allotted grant funds they will be encumbered and added to eligible funding for that Grantee for future grant terms.

Reporting

A Final Report is required to be submitted by the Grantee to the JPA at the completion of the Grant Term. The Final Report will identify activity during the term of the grant and summarize all activity conducted in the performance and fund use of the grant. Copies of adopted documents (Ordinances, Resolutions, ect.) will be included in the report, as well as an estimate of how much diversion was created because of the program. A sample Final Report can be found as Exhibit G. Extensions may be granted for submittal of Final Report on an as needed basis by JPA Executive Committee. If all program criteria have not been met by the end of the grant term, the Grantee may report on the progress toward each grant task and demonstrate they have made all reasonable and feasible efforts to implement those programs.

A failure to submit Final Report by close of the grant term or by the date agreed to with the JPA Executive Committee may result in forfeiture of reimbursement or Grant funds to the Grantee.

Attachments:

- Grant Application – Exhibit A
- Grant Term Agreement – Exhibit B
- Grant Final Report – Exhibit C
- Grant Pledge – Exhibit D
- Sample Signature & Authority Resolution – Exhibit E
- Sample Grant Application – Exhibit F
- Sample Final Report – Exhibit G

Exhibit A

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

Fiscal year 2010 - 2011

Zero Waste Grant Application Form

Applicant Authority / Jurisdiction

| | |
|--|---|
| <u>Name</u> Town of Fairfax | |
| <u>Mailing Address</u> 142 Bolinas Road, Fairfax, CA 94930 | |
| <u>Primary Contact Name</u> (As Authorized in Resolution) Michael Rock | <u>Title</u> Town Manager |
| <u>Telephone No.</u> 415-458-2345 | <u>Email Address</u> mrock@townoffairfax.org |
| <u>Signature</u> <i>Michael Rock</i> | <u>Date</u> 4-15-11 |

Jurisdictional Fund Allowance

\$ 11,847

Requested Grant Amount

\$ 11,847

1. Grant Fund Use:

(Identify the Zero Waste category and program type the funds will be primarily used for)

Primary: CTD Ordinance
Secondary: CTD Ordinance Enforcement Costs; Coordinator for Recycling + Composting at local events; Adding public recycling receptacles; local composting classes.

2. Project Description

Provide a description of the project as use of the requested funds.

Town of Fairfax will develop and adopt CTD Ordinance and implement Secondary waste reduction practices as listed above in Grant Fund Use.

Exhibit B

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Fiscal year 2010 - 2011

Zero Waste Grant Term Agreement

Grant Program

As identified in the Zero Waste Grant Guidelines, the JPA is offering grants to Member Agencies and Special Districts whose application identifies a program that works towards the Zero Waste Goal. Zero Waste Toolkit Documents have been developed by the JPA to implement waste reduction programs uniformly throughout Marin. Member Agencies and Special Districts should begin work on implementing all Zero Waste Reduction Programs (WRP's). Special Districts only have authority to implement a Zero Waste Resolution and a Food Scrap Program.

Primary WRP's are encouraged to be developed first and include:

- Zero Waste Resolution
- Construction and Demolition (C&D) Ordinance
- Commercial and Multi- Family Recycling Ordinance
- Commercial and/or Residential Food Scrap Recycling

Secondary WRP's should be developed following implementation of Primary programs. Secondary programs can include:

- C and D Ordinance Enforcement Costs
- Outreach and Training Coordinator to Set Up Recycling and Composting at Schools
- Coordinator for Recycling and Composting at Local Events
- Purchase Easily-Portable Event Recycling Containers and Accessories for Loan for Local Events
- Adding Public Recycling Receptacles
- Commercial Waste Audits
- Local Composting Classes
- Support of Food Scrap Composting Programs
- Differential Costs of an Environmental Purchasing Policy
- Commercial and Multifamily Outreach and Support to Comply with 2012 Ordinance

Milestones

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Eligible Costs

All expenditures must be only for activities, products, and costs included in the approved Work Plan and approved Budget. Any proposed revision(s) to the Work Plan and/or Budget must be submitted and pre-approved in writing by the JPA Executive Committee.

Ineligible Costs

Any costs not included in the approved budget and not directly related to the approved grant project are ineligible for Grant Program use. Questions regarding ineligible costs can be directed towards the JPA Staff.

Audit / Records Access

The Grantee agrees that the JPA or their designated representative shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of 3 years from the date the Grant Term ends.

Grant Payment

Until all requirements stipulated in the Grant Term Agreement have been satisfactorily completed Grant Funds will not be released.

Reporting

A Final Report is required to be submitted by the Grantee to the JPA at the completion of the Grant Term. The Final Report will identify activity during the term of the grant and summarize all activity conducted in the performance and fund use of the grant.

Certification

I declare, under the penalty of perjury under the laws of the State of California, that I have read all information in the Application Guidelines and Instructions and that all information therein submitted to the Marin County Hazardous and Solid Waste Management Joint Powers Authority for consideration in award of grant funds is true and accurate to the best of my knowledge.

x Michael Rock
Signature

4-15-11
Date

Michael Rock
Print Name

Town Manager
Print Title

Exhibit C

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Fiscal year 2010 - 2011

Zero Waste Grant Final Report Form

**Grantee
Name**

Mailing Address:

Email Address

1. Grant Fund Use:

(Identify the Waste Reduction Program the funds were used for)

2. Project Description

(Provide a brief description of the project as a whole in 3-5 Sentences)

3. Please provide a brief explanation of each project. (Identify major partners, contractors, consultants or vendors where applicable. Comment on objectives and if they were or were not achieved. If not, why not. What 'Best Practices' might be shared with other jurisdictions)

4. Please briefly explain how the grant funds have directly and/or indirectly reduced waste that would have otherwise made its way to the landfill and provide an estimate of waste diverted .

5. Please attach any supporting documentation, including approved Toolkit Documents, Resolutions or Ordinances that were generated through the use of Grant fund.

Payment Request

Jurisdictional Allowance

\$ _____

Requested Grant Reimbursement

\$ _____

Please provide a simple breakdown by unit, hour, category or service rendered by contractor and the associated incurred cost the grant funding has helped cover.

1) Personnel Costs

Please identify staffing costs associated with planning, management and administration of Waste Reduction Program implementation.

2) Publicity Education Costs

Please identify costs related to development of materials for Waste Reduction Program implementation and provide samples if applicable

Certification

I declare, under the penalty of perjury under the laws of the State of California, that all information herein submitted to the Marin County Hazardous and Solid Waste Management Joint Powers Authority for the Zero Waste Grand Fund is true and accurate to the best of my knowledge.

X _____
Signature

Date

Print Name

Print Title

Exhibit D

**MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY**

Fiscal year 2010 - 2011

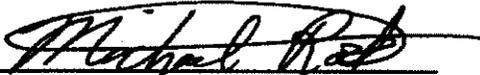
Zero Waste Grant Pledge

Good Faith Effort

The undersigned applicant, given appropriate jurisdictional authority to apply and conduct the proposed application, does give a full faith pledge to work toward the adoption of Zero Waste Programs as described in the Grant Term therein.

The undersigned also affirms; that any funds received under the Zero Waste Grant Program will be used solely for the purpose of implementing and providing residential and commercial waste reduction or diversion programs under the guidelines described in the Grant Application.

In the case that the Grantee fails to implement the programs indicated on their application, the determination of whether the Grantee has or has not made a good faith effort will be made by the JPA Executive Committee.

X 
Signature

Michael Rock
Print Name

4-15-11
Date

Town Manager
Print Title

EXHIBIT C

SUSTAINABLE FAIRFAX PROPOSAL

DESCRIPTION AND SCOPE OF SERVICES

Consultant shall implement the Marin County Hazardous and Solid Waste Management Joint Powers Authority Zero Waste Grant as submitted by the Town of Fairfax and includes the following:

- A. Coordinate the purchase of proper sorting bins for town facilities to be used at all town events and meetings in Town Hall, Police Department, Fire Station, Youth Center, Women's Club, and Pavilion.
 - a. Create signage to be sure participants at meetings know how to properly sort various resource streams.
 - b. Communicate with various town staff, committees, and rental partners about new system.
 - c. Work with maintenance and MSS to be sure sorted stream from Town gets to MSS.
 - d. Facilitate, educate, and coordinate with Fairfax Volunteers and The Chamber of Commerce on Zero Waste at Town hosted events.
 - e. Collaborate with MSS to make Shredder Day educational and well attended.
- B. Work with MSS and North Bay Conservation Corps to assure proper sorting and resource streaming is happening at Fairfax Festival and Eco Fest.
- C. Work with Town to determine best action for new or added public right of way resource receptacles and maintenance, includes downtown business corridor, Peri Park and Baseball field.
- D. Conduct two Backyard composting workshops in the year of contract for local residents- Residents of Fairfax attend for free.
- E. Promote use of MSS provided sorting bins at residences.
 - a. Use events, email, newsletters, and Farmer's markets to help the residents of Fairfax understand curbside sorting and simple in home methods to make it easy.
- F. Create 3 model systems at 3 various locations in Town.
 - a. work with The Chamber of Commerce to share these models with other businesses.
- G. Work with MSS on Multi-family complex modeling and education as outlined in the new Resource Recovery Agreement approved by the Town Council and Marin Sanitary Service on November 2, 2011.
- H. Promote all new services in the Resource Recovery Agreement and in general promote zero waste, waste reduction and recycling services throughout the community.

This reflects a one-year contract with Coordinating Partner. The vision and hope is that this model will grow each year and encompass other communities in the Ross Valley allowing us reach our goal of 94% diversion by 2020.

Proposed Draft Budget attached:

Draft Budget for Scope of Services agreement between Consultant and Town of Fairfax under the Marin County Hazardous and Solid Waste Management Joint Powers Authority Zero Waste Grant: Other funds may need to be found from MSS franchise fees, AB939, or other funding sources to cover consultant fees

| | | |
|--|---|----------|
| Project Coordinator | Avg. 10 hrs per week for 48 weeks out of the year @\$25 per hour | \$12,500 |
| Consultant Organization oversight staff and organizational support | | \$5,000 |
| Workers Comp insurance for coordinator and oversight staff | | \$800 |
| Materials | -Bins for town facilities -Signage for model sites at three businesses and three multi-family complex sites -printed materials for education at events and model sites -Workshop materials *Does not include bins for public right of way sites | \$7,500 |
| Subcontracting to Graphic designers, website tech, and educators for workshops | | \$2,000 |
| One year total | | 27,800 |

Budget actual will be reported at the end of the contract cycle, funds will be distributed on a monthly or quarterly cycle as needs arise and costs are fixed. Remaining funds can be applied to the next year contract.