TOWN OF FAIRFAX
STAFF REPORT

To: **Mayor, Members of the Town Council**

From: **Garrett Toy, Town Manager** GT

Date: **March 6, 2013**

Subject: Contract with Sustainable Fairfax to implement the mandates of the Zero Waste grant

RECOMMENDATION

Authorize the Town Manager to execute a contract amendment with Sustainable Fairfax in an amount not to exceed $41,700 to implement services required under the Zero Waste grant.

DISCUSSION

In March 2012, the Town approved an agreement with Sustainable Fairfax to provide services to implement the requirements of the Zero Waste Grant the Town received from the Marin County Hazardous Waste and Solid Waste Management Joint Powers Authority (JPA). The proposed scope of work from Sustainable Fairfax was for $27,800 for a 12 month period. Due to the timing of the receipt of grant funds, the agreement was for only $10,000 (source: JPA grant) with a caveat that staff would amend the contract once additional sources of funding were identified. Since then, staff has identified approximately $12,400 in grant monies from the JPA, $2,200 in grant money from Cal Recycle, and $3,200 in franchise fees paid by Marin Sanitary Service (MSS). Sustainable Fairfax anticipates completing most of the work by the end of March. This Amendment adds $17,800 to compensate Sustainable Fairfax for their services and reflects the scope of work provided under the original contract. Attached to the Contract Amendment is the more detailed scope of work.

In order to bridge the gap between April and September 2013, when additional grant funds become available from the JPA, staff is recommending that the current agreement be amended to allow Sustainable Fairfax to continue its programs through September 30, 2013. Sustainable Fairfax indicates their services will cost $13,900 for the six months. Attached to the Contract Amendment is the proposed scope of work for the April to September 2013 period.

We are recommending this extension and increased contractual amount to provide continuity of services as well as allow future contracts with Sustainable Fairfax to match the grant cycle of the JPA. The initial funding for the $13,900 would come from franchise fees paid by MSS. These funds would then be reimbursed when additional grant funds become available from the JPA. Staff anticipates that in Fall 2013 the Council will consider a new contract and scope of work with Sustainable Fairfax to implement the Town's Zero Waste grant. The amount of the contract will depend on the desired services. Funding sources would be identified at that time.

FISCAL IMPACT

The agreement with Sustainable Fairfax will be increased by a total of $31,700: $17,800 for the previous scope of work and $13,900 for additional services. Sufficient funds exist in the General Fund (01) Non Departmental budget (#715).

ATTACHMENTS

Contract Amendment

AGENDA ITEM # 19

AMENDMENT NO. 1 TO PERSONAL SERVICES AGREEMENT

This Amendment No. 1 to Personal Services Agreement (this "Amendment No. 1") is entered into as of _____, 2013, by and between the TOWN OF FAIRFAX (the "Town") and SUSTAINABLE FAIRFAX (the "Consultant"), with reference to the following facts:

RECITALS

A. Town and Consultant previously entered into that certain Personal Services Agreement dated as of March 7, 2012 (the "Agreement"). Capitalized terms used in this Amendment No. 1 shall have the meanings assigned to them in the Agreement.

B. The parties wish to modify the Agreement as provided more particularly below.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, Town and Consultant hereby agree as follows:

1. The Agreement shall terminate on September 30, 2013.

2. Contractor shall provide the work described more particularly on Exhibit A hereto (the "Original Scope of Work") and Exhibit B hereto (the "Additional Scope of Work") the maximum amount payable under the Agreement shall be increased by $31,700.00 to a total not to exceed $41,700.00 (Forty One Thousand Seven Hundred Dollars).

3. Except as specifically modified herein, all of the other remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Town and Consultant have executed this Amendment No. 1 as of the date first written above.

"TOWN" TOWN OF FAIRFAX	"CONSULTANT" SUSTAINABLE FAIRFAX
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit A

Description of the Original Scope of Work

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 to Manor and White Hill school to determine needs of Green Team leaders who are working on zero Waste initiatives and help them get those needs met through dispersing materials funds.
B. 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 on Zero Waste at Town hosted events.
    e. Collaborate with MSS to make Shredder Day educational and well attended.
C. Work with MSS and NorthBay Conservation Corps to assure proper sorting and resource streaming is happening at Fairfax Festival and Eco Fest.
D. 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.
E. Conduct two Backyard composting workshops in the year of contract for local residents- Residents of Fairfax attend for free.
F. 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.
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. Work with local businesses and MSS to conduct waste audits and find solutions to increase diversion and decrease bills.
    a. Create three model systems at three various locations in town.
    b. Work with Chamber of Commerce to share these models with other businesses.
I. 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

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.

Exhibit B
Additional Scope of Work

SUSTAINABLE FAIRFAX 2013
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, 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. Facilitate, educate, and coordinate with Fairfax Volunteers on Zero Waste at Town hosted events.
    d. Collaborate with MSS to make Take Back Day educational and well attended.
B. Take Back Day – April 27th
    a. We will host a one day event with MSS promoting the resource recovery services offered by MSS. Provide education to the community about Zero Waste initiatives, as well as offer a one-time paper shredding, e-waste and prescription drug take back location.
C. Work with MSS and NorthBay Conservation Corps to assure proper sorting and resource streaming is happening at Fairfax Festival and Eco Fest.
    a. Sustainable Fairfax will not pay for NBCC contract
D. Conduct one Backyard composting workshop in 2013 for local residents.
E. Promote use of MSS provided sorting bins at residences.
    a. Use events, email, newsletters, blogs and Farmer's markets to help the residents of Fairfax understand curbside sorting and simple in home methods to make it easy.
    b. Facilitate the labeling of curbside residential and commercial bins (Electric Bike Brigade).
F. Create 3 model-recycling systems at 3 businesses in Town.
    a. Work with The Chamber of Commerce to share these models with other businesses.
G. Promote all new services in the Resource Recovery Agreement and in general promote zero waste, waste reduction and recycling services throughout the community.
H. Assist the Town of Fairfax & MSS with the creation of a recycling ordinance for Multi-family complexes.
I. Run monthly Zero Waste community committee meetings.
    a. Volunteer committee will assist with the design and implementation of the Zero Waste initiatives listed in this contract.
    b. Committee communications team will promote Zero Waste initiatives.

This reflects a six-month contract with Coordinating Partner starting April 1, 2013 through September 30th. 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 26 weeks out of the year @$25 per hour	$6,500
Consultant Organization oversight staff and organizational support	Avg. 5 hrs per week for 26 weeks out of the year @ $25 per hour	$3,250
Workers Comp insurance for coordinator and oversight staff		$400
Materials	-Support for Green Team -Signage for model sites at three businesses and three multi-family complex sites -Printed materials for education at events and model sites -Workshop materials -Take Back Day support and signage -Pamphlets and bookmarks for outreach -Signage for multi-unit recycling project *Does not include bins for public right of way sites	$3,750
One year total		13,900

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.