TOWN OF FAIRFAX
STAFF REPORT
December4, 2013

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager GT

SUBJECT: Contract with Sustainable Fairfax to implement the mandates of the Zero Waste grant and provide public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances.

RECOMMENDATION

1) Authorize the Town Manager to execute an agreement with Sustainable Fairfax in an amount not to exceed $26,050 to implement the mandates of the Zero Waste grant and provide public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances.
2) Appropriate $12,475 into the General Fund- Non Departmental (#01-715) budget with an offset of $12,336 from the JPA Zero Waste grant.

DISCUSSION

In April 2013, 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 scope of work from Sustainable Fairfax was for a six (6) month period to bridge the gap between April and September 2013, until additional grant funds became available from the JPA.

The new agreement is for a 12 month period (Oct. 2013-Sept. 2014). In addition to providing the Zero Waste Grant services, Sustainable Fairfax will be expanding its services to include public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances. These services are meant to supplement the outreach services that Marin Sanitary Services (MSS) and the Town provides to customers. Under the Mandatory Commercial Recycling ordinance, Sustainable Fairfax will make contact with those businesses that did not respond to MSS attempts to gain compliance under the ordinance. With regard to the Construction and Debris ordinance, Sustainable Fairfax will provide the Town with educational materials.

However, due to limits in funding, the agreement is broken into two six month periods. The JPA grant is for $12,336 which covers the first six month period. The Zero Waste Committee is recommending that the Town commit to funding the first six months (Oct. – Mar.) and then re-evaluate available funding at the mid-year Town budget review. Staff would not authorize Sustainable Fairfax to proceed with the second six (6) month period (Apr.- Sept.) without Council authority. For your reference, the Sustainable Fairfax Progress report is attached.

FISCAL IMPACT

The JPA has provided the Town with a Zero Waste grant of $12,336.

ATTACHMENTS

Contract with Sustainable Fairfax; Sustainable Fairfax Progress Report

AGENDA ITEM # 6

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfax, California, as of _____, 20__, by and between the Town of Fairfax, a municipal corporation (the "TOWN") and ____Sustainable Fairfax, a non-profit corporation ("CONSULTANT"), who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the TOWN the services described in Exhibit "A," which consists of the proposal submitted by CONSULTANT. CONSULTANT shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2. PAYMENT. TOWN shall pay CONSULTANT for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONSULTANT for services rendered pursuant to this Agreement. CONSULTANT shall submit all billings for said services to the TOWN in the manner specified in Exhibit "B."

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5. INSURANCE REQUIREMENTS. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6. EXHIBITS. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

EXECUTED as of the day first above-stated.

Town of Fairfax, a municipal corporation

By:_____

CONSULTANT

By:_____

EXHIBIT "A"

SCOPE OF SERVICES

To implement the mandates of the Zero Waste grant and provide public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances per the attached scope of work. The CONSULTANT shall be authorized to perform the scope of work for the November 1, 2013 to April 30, 2014 period. The CONSULTANT shall not proceed with the scope of work for the May 1, 2104 to October 31, 2014 period without prior written consent of the TOWN to proceed.

If there are any inconsistencies between CONSULTANT's proposal and this Agreement, the provisions of this Agreement shall control.

Sustainable FAIRFAX

Connecting Community, Economy & Ecology

SUSTAINABLE FAIRFAX 2013-2014
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. Education and outreach for ordinance # 771(collection, recycling & disposal of waste generated from construction and deconstruction of projects with the Town of Fairfax)

a. Education at the front end during the permit application phase. Information on the town website and Sustainable Fairfax's website with flyers to be distributed upon receipt of permit regarding local alternatives to the landfilling of materials.
b. Host a roundtable with contractors, Carrie Bachelder, from the Away Station, a council member and member of the building department staff to find out what is realistic and needed for the C&D ordinance to be effectively implemented.
c. Promote the Away Station and other licensed repurposing and recycling facilities.

B. Providing outreach and education on mandatory commercial recycling for licensed businesses and Multi-family complexes of 4 or more units (ordinance 772).

a. Utilize Sustainable Fairfax and AmeriCorp volunteers to attend local events and provide information and educational materials. Coordinate with MSS to assure that the terms of the franchise agreement are being adhered to and MSS services are provided and utilized to their fullest.
b. Connecting with the local apartment managers and residents and supporting them in implementing mandated recycling systems. Provide education about green waste program.
c. Provide education on recycling services offered by MSS to commercial businesses. Implement door to door campaign for the top fifteen priority businesses (identified by MSS and Town ZeroWaste Committee) provide information about commercial composting services available in the future.

C. Public Right of Way Recycling

a. Evaluating the condition and capacity of the public right of way tri-receptacles on Bolinas, Broadway, Youth /Community Center and Sir Francis Drake as well as monitoring Conservation Corp NorthBay (CCNB) permanent recycling stations.
b. Work with CCNB to upgrade current stations.

c. Research recycling stations for public right of way, and coordinate with Town and MSS to determine a servicing and hauling system.
d. Partner with Town staff to identify and apply for grants that will fund public right of way recycling stations and educational signage.

D. Residential Green Waste

a. Promote green bin usage, and educate on the role that composting plays in reducing green house gasses caused by organic materials in the landfill.
b. Conduct door-to-door residential green waste campaign with youth interns. Include multi-family apartments that fall under the residential green waste program as well.
c. Provide Fairfax specific signage and local information alongside the 'Zero Waste Marin' banners which promote county wide green bin use.
d. Establish a measurement system to chart the progress of green bin use in Fairfax, and a creative visible way to publicize the results (i.e., trash art sculptures/measurement stick in Bolinas Park).

E. Portable Outdoor Event Recycling Stations (special events only)

a. Research the cost to purchase, or design and contract the building of 4 outdoor mobile recycling stations and implement a consistent town wide event recycling system.
b. Establish a protocol with education materials to be used by event managers.

F. Take Back Day

a. As stipulated in the resource recovery contract between MSS and the Town of Fairfax, we will host a one-day event with MSS, promoting the resource recovery services offered by MSS. This is an opportunity to provide education to the community about Zero Waste initiatives, as well as offer free paper shredding, e-waste recycling and a prescription drug take back location.

G. Coordinate with the Town, the Fairfax Festival Committee, CCNB and MSS to insure the best possible diversion of materials at the Fairfax Festival.

H. Conduct one Backyard composting workshop in 2013 and one in 2014 for local residents.

I. Town facility bins

a. Assist in creating a waste practices paragraph in the Town Building rental agreements.
b. Set up town protocols that align with new recycling sorting stations.

J. Work with restaurants and other businesses with commercial business licenses to educate about the mandated recycling guidelines (AB 341) and new "Food to Energy" program at Central Marin Sanitation Agency. (CMSA)

K. 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 twelve-month contract with Coordinating Partner starting November 1st, 2013 through October 31st, 2014. The vision and hope is that this model will grow each year and encompass other communities in the Ross Valley allowing Fairfax to reach our goal of 94% diversion of materials from landfill by 2020.

Proposed Draft Budget

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, CalRecycle or other potential grant sources to cover consultant fees.

Proposed six-month budget (November 1, 2013 –April 31, 2014)

Project Coordinator	Avg. 10 hrs per week for 25 weeks out of the year @$25 per hour	$6,250
Consultant Organization oversight staff and organizational support	Avg. 5 hrs per week for 25 weeks out of the year @ $25 per hour	$3,125
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 -Pamphlets and bookmarks for outreach -Signage for mandated multi-family unit recycling	$2,700

	*Does not include bins for the public right of way	
Six-month total		$12,475

Proposed six-month budget (May 1, 2014 –October 31, 2014)

Project Coordinator	Avg. 10 hrs per week for 25 weeks out of the year @$25 per hour	$6,250
Consultant Organization oversight staff and organizational support	Avg. 5 hrs per week for 25 weeks out of the year @ $25 per hour	$3,125
Workers Comp insurance for coordinator and oversight staff		$400
Materials	-Support for Green Team -Special event recycling stations -Printed materials for education at events -Workshop materials -Take Back Day support and signage -Pamphlets and bookmarks for outreach *Does not include bins for the public right of way	$3,800
Six-month Total		13,575

Total funds required are $26, 050. 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"

PAYMENT

1) The total contract price for services rendered by CONSULTANT under this Agreement shall not exceed $26,050, which shall be paid on a time and materials basis, as specified in the attached Scope of Work. The CONSULTANT must receive prior written approval from the TOWN to proceed with the Scope of Work for the May 1, 2014 to October 31, 2014 period.

Other fees, costs, expenses and rates as described in the PROPOSAL (Exhibit A). In the event of any inconsistency between the terms of this Exhibit "B" and the PROPOSAL, the terms of this Exhibit "B" shall control.

2) Payment shall be made to CONSULTANT on a time and materials basis, and CONSULTANT shall submit monthly invoices to the Town of Fairfax, Attention: Town Manager 142 Bolinas Road, Fairfax, CA 94930, for the same.

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to by the TOWN and CONSULTANT, and shall be billed on a time and materials basis to the Town of Fairfax, Attention: Town Manager 142 Bolinas Road, Fairfax, CA 94930.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONSULTANT. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of TOWN. TOWN shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's services rendered pursuant to this Agreement; however, TOWN shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONSULTANT represents and warrants to TOWN that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT's profession. CONSULTANT represents and warrants to TOWN that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT's obligations pursuant to this Agreement.

4) CONSULTANT NOT AN AGENT. Except as TOWN may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of TOWN in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind TOWN to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that TOWN, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from TOWN of the desire of TOWN for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices its profession. All products which CONSULTANT delivers to TOWN pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. TOWN shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the TOWN at its discretion upon written notification to CONSULTANT. CONSULTANT is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of TOWN.

9) PRODUCTS OF CONSULTING. All products of the CONSULTANT provided under this Agreement shall be the property of the TOWN.

10) INDEMNIFY AND HOLD HARMLESS.

a) If this AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONSULTANT is a design professional, as defined in California Civil Code § 2782.8(b)(2), CONSULTANT shall hold harmless, defend and indemnify the TOWN, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, except where caused by the active negligence, sole negligence, or willful misconduct of the TOWN.

b) If this AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONSULTANT is not a design professional as defined in subsection (a) above, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the TOWN, its officers, agents, employees or volunteers.

c) It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

d) Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

11) PROHIBITED INTERESTS. No employee of the TOWN shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the TOWN if this provision is violated.

12) LOCAL EMPLOYMENT POLICY. The TOWN desires wherever possible, to hire qualified local residents to work on Town projects. Local resident is defined as a person who resides in Marin County. The TOWN encourages an active affirmative action program on the part of its contractors, consultants, and developers. When local projects require, subcontractors,

contractors, consultants and developers will solicit proposals from qualified local firms where possible.

13) FEDERAL REQUIREMENTS. If federal funds are involved in this Agreement, CONSULTANT shall comply with the federal requirements in Exhibit "E". As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

14) CONSULTANT NOT A PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the TOWN or any TOWN official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any TOWN decision beyond these conclusions, advice, recommendation, or counsel.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of $300,000 per accident for bodily injury and property damage.

c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance

2) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the TOWN. At the option of the TOWN, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the TOWN, its officers, officials, employees and volunteers; or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

i) The TOWN, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the CONSULTANT; products and completed operations of the CONSULTANT; premises owned, occupied or used by the CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the TOWN, its officers, officials, employees or volunteers.

ii) For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the TOWN, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the TOWN, its officers, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the TOWN, its officers, officials, employees or volunteers.

iv) The CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the TOWN.

vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONSULTANT's policy limits of coverage.

c) ACCEPTABILITY OF INSURER. 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 TOWN.

d) VERIFICATION OF COVERAGE. CONSULTANT shall furnish the TOWN with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the TOWN or on forms equivalent to CG 20 10 11 85 subject to TOWN approval. All insurance certificates and endorsements are to be received and approved by the TOWN before work commences. At the request of the TOWN, CONSULTANT shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONSULTANT shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONSULTANT to verify existence of sub-contractor's insurance shall not relieve CONSULTANT from any claim arising from sub-contractors work on behalf of CONSULTANT.

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ZeroWaste Progress Report

PO Box 342 Fairfax, CA 94930

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Sustainable Fairfax ZeroWaste Report

As we approach our ambitious goal of ZeroWaste by 2020, Sustainable Fairfax has made significant progress in building community awareness around resource recovery programs and services. The following report outlines some of the events, educational programs and outreach completed over the past six-months (April-September 2013). These goals cannot be achieved without the support and input of our community volunteers and local service providers.

To meet our mandated goal of 94% diversion of resources from the landfill by 2020, five years in front of the county, we need to continue our educational efforts, collaboration with the Town of Fairfax, Marin Sanitary Service, community members and local merchants. We are creating an educational resource recovery model linking non-profits, local governments, businesses and community members. This model has been shared with other cities in the county. If we are to stay ahead of the county and reach our resource diversion goal by 2020 we must focus on the following areas over the next year.

- Create consistent recycling systems in multi-family homes
- Provide education and direction to contractors about the new construction and debris ordinance
- Assist with the commercial composting program for the businesses required to comply under AB341
- Promote residential green waste program (only 47% of residents currently use their green bins for food scraps)

These goals are outlined in our 2013-2014 ZeroWaste proposal submitted to the Town of Fairfax (October 2, 2013).

Take Back Day

Take Back Day was a successful event for the Town of Fairfax held on April 27th, 2013 from 10am to 4pm at the Pavilion parking lot. Sustainable Fairfax worked with the Town of Fairfax, The Fairfax Police Department and Marin Sanitary Service to provide a drop off station for Fairfax residents for e-waste, document shredding, and prescription drugs, and supplements. This was the first time the Town of Fairfax offered a prescription drug take back day. Volunteers from our zero waste committee including two SEA-DISC interns from Drake High School helped us promote and manage the educational component of the event. MSS worked with us to do the outreach to residents about local programs including residential compost and curbside hazardous waste pick up. We were able to promote the town's ***Bring it Home*** composting program. Free compost was available for residents as well as a description on how the residential green waste program operates in Fairfax.
The Fairfax Police Department has subsequently signed up to participate in the DEA's prescription drug take back days which take place two times per year.

- Over 200 people from Fairfax utilized the drop off station.

Resource Recovery Figures

Electronic Waste	3225 pounds (over 1 ½ tons)	
	27 CRTS	910 pounds
	LCDs	205 pounds
Paper Shredding	4245 pounds (over 2 tons)	
Drugs & Supplements	98 pounds	
Total Resources Collected	7470 pounds	
Total Resources Diverted	7390 pounds (3 ¾ tons)	
Diversion Rate	**98.93%**	

**Marin Sanitary Service calculated these rates.*

Please see the Appendix for pictures and articles.

Fairfax Festival Resource Diversion Rates

This year was the fifth year that Sustainable Fairfax has partnered with the Fairfax Festival, Town of Fairfax, Marin Sanitary Services (MSS) and Conservation Corp North Bay (CCNB) to divert recyclable and compostable materials from the landfill, and separate PLA (plant based plastics) from the waste stream. CCNB provided 8 "Eco-Stations" that included compost, recycling, landfill waste and PLA receptacles. MSS and Sustainable Fairfax created signage and posted them throughout the festival to educate the community about resource diversion and residential services. (Please see Appendix for photos and articles).

Sustainable Fairfax recruited and managed volunteers from Drake High School and the zero waste committee to provide education to the public. Many members of the community did not realize we had a residential food waste program and were shocked that PLAs went to the landfill and were not composted or recycled. This information will be used to craft future outreach messaging (Please see the proposed 2013-2014 ZeroWaste Contract).

Diversion Rates and Landfill Figures

- **8,536 pounds** of **total** materials were collected at the Festival by MSS and CCNB.
- **7,984.5 pounds** of resources were diverted from the landfill resulting in a **94% diversion rate**.

Public Facilities Sorting Bins

12 Busch Systems 23-gallon Waste Watcher Series Recycling Containers were purchased for town facilities including two sets for the Pavilion, two sets for the Women's Club.

- We conducted research throughout the county to determine the most effective recycling systems.
- Worked with MSS to customize the appropriate signage for each bin.
- Creating systems for the town facilities rental contracts (60% complete). The contract will include instructions on proper sorting of recyclables and landfill as well as include information on available resources.

Residential Sorting Promotion

In addition to the events and programs worked on over the past six months we utilized our zero waste communications committee to write blogs in the San Anselmo-Patch (4 bloggers including the Drake High intern), newsletters (reached over 1,500), FaceBook pages, brochures, bookmarks and flyers (Please see Appendix for examples). A variety of these outreach materials were presented online, at the Fairfax Farmer's Market, local events, Good Earth's Sustainable Fairfax community stand, at the Sustainable Fairfax Community Center Board as well as posted at merchant storefronts.

Compost Workshop

A compost workshop is scheduled for October 26th, 2013 at the Women's Club permaculture garden. (Please see Appendix under Fall Bookmark). Joan Irwin (Marin Food Scrap Task Force and Master Gardener) will be teaching the class this fall. We will utilize our communications team to drive attendance and couple it with the awareness of Fairfax's **Bring it Home** free compost program.

Commercial Recycling

A survey was conducted through our newsletter and the San Anselmo Patch to gauge the interest and commitment of the community to recycling/composting. From this survey we concluded that most people would patron a business more frequently if they knew a recycling system was available. We also concluded that many community members would be more prone to separate materials were there better signage for bins at businesses and in the public-right-of-way.

With this data we approached the Fairfax Coffee Roastery and identified other food establishments mandated to implement recycling systems according to AB 341. We created reference packets that contained survey data, the benefits of recycling to customers as well as the resources available to them by MSS and Sustainable Fairfax.

- The Coffee Roastery was very receptive to the idea. They wanted to take over the design and signage component of the project so it fit into their company's marketing strategy. We did not receive a firm date but they are hoping to update their recycling systems by the first of the year (2014).

ZeroWaste Committee

We continue to recruit for our Zero Waste Committee. Currently the committee consists of over 12 members from the community. Our two Drake High interns from the Studies of the Environment Academy- Drake Integrated Studies program (Sea Disc) completed their internships with us in June.We have a new intern from the TEAM program of the Tamalpais Union High School District; she will be fulfilling her community service learning hours (60 hours) with Sustainable Fairfax. She will be focusing on the residential green waste door-to-door campaign as well as working on event outreach.

Our monthly meetings consist of planning and education on the following:

- Program coordinator updates the committee on State and County policies and practices
- Discussion of local and countrywide zero waste efforts and the role of 'Zero Waste Marin.'
- Discuss how we can engage and drive community action on Zero Waste initiatives
- Organizing, coordination, implementation and staffing of Zero Waste events, lectures and programs
- Create communication and marketing pieces for events, initiatives and new Fairfax ordinances and policies.

APPENDIX

1. Sustainable Fairfax Brochure
2. Spring Event Bookmark
3. Summer Event Bookmark
4. Fall Event Bookmark
5. Take Back Day Flyer
6. June & July Newsletter
7. August Newsletter
8. Blog Posts
9. Busch Systems Recycling Brochure
10. Conservation Corp North Bay Fairfax Festival Contract