



TOWN OF FAIRFAX

STAFF REPORT

December 3, 2014

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager 

SUBJECT: Approval of a contract with Sustainable Fairfax to implement the mandates of the Zero Waste grant including public education and outreach services related to recycling and green waste

RECOMMENDATION

- 1) Authorize the Town Manager to execute an agreement with Sustainable Fairfax in an amount not to exceed \$22,650 to implement the mandates of the Zero Waste grant and provide public education and outreach services.
- 2) Appropriate \$12,260 into the General Fund - Non Departmental (#01-715) budget with an offset of \$12,260 from the JPA Zero Waste grant.

DISCUSSION

In October 2014, 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). Sustainable Fairfax also expanded its services to include public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances. The agreement was for a 12 month period (Nov. 2013-Oct. 2014). However, due to limits in funding, the agreement was broken into two six month periods: (1) November 2013 – April 2014 and (2) May – October 2014. The Council evaluated Sustainable Fairfax's services in May 2014 and authorized the second six months of work.

Sustainable Fairfax is proposing the same structure for the current fiscal year: (1) the initial six-month period would run from January through June 2015 at a proposed cost of \$12,275; and (2) the second six-month period, from July through December 2015, at a proposed cost of \$10,375, with Council approval required. The total contract would cost \$22,650.

For your reference, attached are Sustainable Fairfax's Progress report for the May to October 2014 reporting period and their proposed scope of work for 2015 (attached to the contract). Sustainable Fairfax also has prepared a table comparing its services with those offered by Marin Sanitary Services (MSS). The table shows that Sustainable Fairfax's proposed services supplement the efforts of MSS.

FISCAL IMPACT

The first six months of the contract will be funded with \$12,260 from the JPA Zero Waste grant.

ATTACHMENTS

Contract with Sustainable Fairfax, Sustainable Fairfax Progress Report, comparison table

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfax, California, as of _____, 2014, 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 REOUIREMENTS. 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 ordinance per the attached scope of work. The CONSULTANT shall be authorized to perform the scope of work for the January 1, 2015 to June 30, 2015 period. The CONSULTANT shall not proceed with the scope of work for the July 1, 2015 to December 31, 2015 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 2015 Description and Scope of Services

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

- A. Providing outreach and education on mandatory commercial recycling for licensed businesses and Multi-family complexes of 4 or more units (Ordinance 772), and commercial composting services available including the new “Food to Energy” program.
 - a. Utilize Sustainable Fairfax volunteers to attend and staff local events and provide information and educational materials. Coordinate with Marin Sanitary Service (MSS) to assure that the terms of the franchise contract are being adhered to and MSS services are provided and utilized to the fullest.
 - b. Connect with local apartment managers and residents, and support them in implementing mandated recycling systems. Provide education about the green waste program.
 - c. Facilitate contact between local commercial businesses and MSS to set up training and implement recycling and composting services.

- B. Public Right of Way Recycling
 - a. Coordinate with Town and MSS to determine a service and hauling system for the public right of way receptacles.
 - b. Partner with Town staff to identify sources of funding for public right of way recycling stations and educational signage.

- C. Residential Green Waste
 - a. Promote green bin usage, and educate on the role that composting plays in reducing potent greenhouse gases.
 - b. Conduct door-to-door residential green waste outreach with high school interns. Include multi-family apartments that fall under the residential green waste program.
 - c. Set up zero waste education stations in downtown Fairfax and staff with volunteers and student interns.
 - d. Coordinate compost deliveries from MSS to the Pavilion parking lot pursuant to the terms of the franchise contract.

- D. Portable Outdoor Event Recycling Stations (Town special events only)
 - a. Coordinate building of a mobile recycling station and implement a town wide event recycling system.
 - b. Establish a protocol with educational materials to be used by event managers.

- E. Providing outreach and education on safe disposal of pharmaceuticals as pertains to the environmental and social crisis that exists as a result of improper disposal.

- 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 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 prescription drug take back locations.

- G. Coordinate with the Town, the Fairfax Festival Committee, CCNB and MSS to ensure the best possible diversion of materials from landfill at the Fairfax Festival. Coordinate zero waste resource recovery stations at special Town events such as Fairfax Town Picnic and Fairfax Streets for People.

- H. Conduct two backyard composting workshops in 2015 for local residents.

- I. Town facility bins
 - a. Work with Town to set up a new system for managing waste generated in Town rental buildings
 - b. Research and secure funding for new, more durable receptacles better suited for Town rental buildings.

- J. Zero Waste Volunteers
 - a. Develop and maintain a volunteer base to work on zero waste initiatives.

Proposed Draft Budget

Draft Budget for Scope of Services agreement between Consultant and Town of Fairfax under the Marin County Solid and Hazardous Waste Management Joint Powers Authority Zero Waste Grant.

Proposed six-month budget (January 1, 2015-June 30, 2015)

Project Manager Stipend	13 hours per week for 25 weeks	\$8,125
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education --Take Back Day Banners	\$1,200
Marketing	--social media (ie Facebook ads and promotions) ---web page development	\$750
Mobile recycling system for private events held at Town buildings	--materials --fee for building	\$1,500

10 % Overhead	--insurance --office rental	\$700
		\$12,275

Proposed six-month budget (July 1, 2015-December 31, 2015)

Project Manager Stipend	13 hours per week for 25 weeks	\$8,125
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education	\$800
Marketing	--social media (ie Facebook ads and promotions) ---web page development	\$750
10 % Overhead	--insurance --office rental	\$700
		\$10,375.00

Total funds required are **\$22,650**. 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 \$22,650, 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 July 1, 2015 to December 31, 2015 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 CONSULTANT's 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 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 § 2752.8(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.. 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, employee 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.

EXHIBIT "E"

Sustainable Fairfax & Marin Sanitary Service Responsibilities pursuant to Scope of Services provisions in this Agreement

PROVISION A: Providing outreach and education on mandatory commercial recycling for licensed businesses and Multi-family complexes of 4 or more units (Ordinance 772), and commercial composting services available including the new "Food to Energy" program

Sustainable Fairfax	Marin Sanitary Service (MSS)
<ul style="list-style-type: none"> • Makes initial contact with licensed businesses and multi-family complexes to inform them of MSS services and diversion programs • Connects licensed businesses and multi-family complexes with MSS to implement services and obtain training • Serves as a local resource to support integration of effective in-store recycling/composting systems • Identifies obstacles encountered by customers and informs MSS so that they can be addressed 	<p>COMMERCIAL RECYCLING:</p> <ul style="list-style-type: none"> • Dedicated outreach coordinator to provide technical assistance and evaluation of recycling needs including: <ul style="list-style-type: none"> • Visual waste audits to see recyclables and compostables being thrown in landfill containers. • Recycling assessments to determine best services • Education and outreach including: <ul style="list-style-type: none"> • Source separation training. • Curbside recycling containers. • Stickers and Signage • Other printed educational materials <p>FOOD TO ENERGY PROGRAM</p> <ul style="list-style-type: none"> • Provides Slim Jim Internal Sorting Containers • Curbside Cart(s) • Dedicated Outreach Coordinator <ul style="list-style-type: none"> ○ To provide onsite training, assist with kitchen set-up for maximal sorting of divertible materials ○ To audit and monitor contamination and service needs. • Visual waste audits on the service level to customize garbage and recycling needs. • Stickers and Signage • How to Sort Correctly for F2E" DVD that can be used to train new employees. • Participation Decal & Certificate

PROVISION C: Residential Green Waste

Sustainable Fairfax	Marin Sanitary Service (MSS)
<ul style="list-style-type: none"> • Provides zero waste education at events, community outreach, through social media and presentations • Promotes the zero waste campaign through marketing materials and website • Coordinates, and publicizes the Town’s Bring it Home compost program, and arranges for Public Works to pick up compost from MSS and deliver to Pavilion parking lot 3 times per year 	<ul style="list-style-type: none"> • Provides printed newsletter to residents with helpful information on how to sort waste • Provides zero waste education at events and through community outreach • Provides marketing materials on its zero waste services • Provides carts and signage to residents • Pursuant to Franchise Agreement, MSS provides 15 tons of compost to Fairfax residents 3 times per year (45 tons per year)

PROVISION F: Take Back Day

Sustainable Fairfax	Marin Sanitary Service (MSS)
<ul style="list-style-type: none"> • Coordinates with MSS on planning the event, including setting up pharmaceutical disposal by Sheriff, and MSS e-waste recycling and paper shredding • Promotes event through flyers, social media and website • Staffs event for setup, education at event, and breakdown 	<ul style="list-style-type: none"> • Pursuant to Franchise Agreement, provides overall management of the event • Coordinates with Sustainable Fairfax on planning the event, including setting up MSS e-waste recycling and paper shredding • Staffs event for setup, education at event, and breakdown

PROVISION G: Diversion at Special Fairfax Events

Sustainable Fairfax	Marin Sanitary Service (MSS)
<ul style="list-style-type: none"> • Coordinates sorting stations and station monitors at special events • Provides zero waste education and signage at events • Coordinates with planning committees on setting zero waste event policies 	<ul style="list-style-type: none"> • Provides services for collection of waste produced at two (2) events to be determined by the Town (but does not provide sorting stations) • Pursuant to Franchise agreement, MSS provides debris boxes for waste collection free of charge for two events including Fairfax Festival. • Pursuant to Franchise agreement, MSS provides portable toilets at the annual Fairfax Festival. • Pursuant to Franchise agreement, MSS “shall furnish recycling and food waste collection” at two events per year