



TOWN OF FAIRFAX

STAFF REPORT

January 13, 2016

TO: Mayor and Town Council

FROM: Garrett Toy, Town Manager *GT*

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

Authorize the Town Manager to execute an agreement with Sustainable Fairfax in an amount not to exceed \$19,850 to implement the mandates of the Zero Waste grant and provide public education and outreach services.

DISCUSSION

In December 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), and to provide public education and outreach services for the Mandatory Commercial Recycling and the Construction and Debris ordinances. The agreement was for a 12-month period, broken into two 6-month periods: (1) January – June 2015, and (2) July – December 2015. The Council evaluated Sustainable Fairfax's services in June 2015 and authorized the second six months of work.

Sustainable Fairfax is proposing similar services for this year's contract such as: 1) public education and outreach services for the Mandatory Commercial Recycling and commercial composting, 2) residential green waste programs, and hosting "Take-Back" day. The contract has the same payment structure for the current year: (1) initial six-month period from January - June 2016 at a proposed cost of \$10,300; and (2) second six-month period, with Council approval required, from July - December 2016, at a proposed cost of \$9,550. The total contract cost would not exceed \$19,850. The amount is approximately 12% less than last year's contract amount of \$22,650 and better reflects the cost for the services (\$19,941) that Sustainable Fairfax billed for under the previous contract.

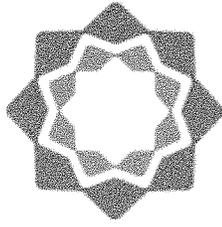
For your reference, attached are Sustainable Fairfax's Progress Report for the July to December 2015 reporting period, and their proposed scope of services for 2016 (please see Exhibit "A" to the contract).

FISCAL IMPACT

The FY15-16 budget (Fund 01-715) included funding for Sustainable Fairfax's services. The source of funding is the \$12,258 from the JPA Zero Waste grant, \$5,000 CalRecycle grant, and unused funds from the previous contract (\$2,592).

ATTACHMENTS

1. Sustainable Fairfax Progress Report
2. Contract with Sustainable Fairfax (including scope of services under Exhibit "A")



Sustainable Fairfax
Education Activism Conservation

Zero Waste Progress Report: July 2015 - Dec 2015

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Sustainable Fairfax Zero Waste Report

This report serves as a summary of Sustainable Fairfax's accomplishments for the second half of the scope of services outlined in the 2015 Sustainable Fairfax Zero Waste contract. Not only is Sustainable Fairfax continuing to work with Marin Sanitary Service to educate residents and businesses on resource recovery programs, it also focuses on empowering the public to reduce their waste through workshops, messaging at events, person to person engagement, and use of social media.

Zero Waste Committee

- Our Zero Waste Committee is comprised of: Sustainable Fairfax board members Jennifer Hammond, Renee Goddard and Joelle Levy
- Kanya Hart, Drake High School intern

Zero Waste Communications

We have distributed zero waste related updates and information via newsletters (reached over 1,500), our Fairfax Zero Waste by 2020 Facebook page, brochures, flyers and at events such as the Farmer's Market. The hard copy materials are displayed at the Good Earth's Sustainable Fairfax community stand, at the Sustainable Fairfax Community Center Board, and other businesses in town.

Youth Blog: Our Drake High School intern Kanya Hart researched and wrote a blog on how to be less wasteful on Halloween. The blog was highlighted on the San Anselmo/Fairfax Patch website, received 68 unique views on the Sustainable Fairfax website and reached over 1,000 people on the Fairfax Zero Waste by 2020 Facebook page. This month, Kanya interviewed Kim Scheibly of Marin Sanitary and wrote a blog about keeping food waste out of the landfill. This blog was also featured on the San Anselmo/Fairfax Patch site, the Fairfax Zero Waste Facebook page and the Sustainable Fairfax website.



Face to Face: Zero Waste

We continued our zero waste education in downtown Fairfax. We set up four pails marked Re-use, Recycling, Compost and Landfill. We wear a visible orange zero waste t-shirt, and engage the public by asking them to play a game of sorting commonly consumed goods into the appropriate pail. As people play the game and ask questions, we engage them in conversation about zero waste, and provide educational materials if needed.



Bring it Home – Compost program

During this period, Marin Sanitary made an additional delivery of compost to Fairfax on Friday, May 29th fulfilling their contract obligation. We promoted the deliveries on social media, our newsletter, our website and through flyering.



Compost Workshop – September 12, 2015

We organized and held a backyard compost workshop in Peri Park on Saturday, September 12th as part of our *Fall into the Garden* event at the Women's Club. Master gardeners Joan Irwin (Marin Food Scrap Task Force) and Susan Gardener taught this class to 18 residents.

Prescription Drug Take Back Day – September 26, 2015

We promoted the Fairfax Police's Drug Take Back day with flyering and social media posting. This collection was in coordination with the Drug Enforcement Agency's National Take Back Day. The police successfully collected 119 pounds of drugs.

Zero Waste Meeting - October 12, 2015

Sustainable Fairfax facilitated a Town Zero Waste Committee Meeting to 1) discuss how close Fairfax is to reaching its zero waste goal, 2) provide an explanation about how our landfill diversion rate is calculated, and 3) talk about priorities for reducing landfill waste through existing programs. Town staff, the Fairfax Climate Action Committee, Sustainable Fairfax, and interested members for the public were invited to attend. Kim Sheibly of Marin Sanitary provided an informative powerpoint presentation.

Public Right of Way Recycling

Sustainable Fairfax has researched and identified enclosures with the capacity to hold Marin Sanitary landfill and recycling carts to replace the Town's existing public right of way receptacles in the public right of way. Pending final funding approval, the stations are ready to order. These will allow Marin Sanitary to service them and take the burden off of Public Works. Eventually we hope this enables the Town to begin replacing the Conservation Corps North Bay permanent recycling stations.

Town Building Recycling – Pavilion and Women’s Club

Sustainable Fairfax has implemented recycling stations suited for the Town’s heavily trafficked public facilities. These systems allow for simple materials separation and easy disposal into outdoor receptacles following events. We have supplied signage to clarify the Town’s resource recovery policies. Sustainable Fairfax has provided the instructions and regulations pertaining to post-event waste procedures for the town to include in the rental contract.

White Hill Middle School Zero Waste Program

The waste generated by Fairfax’s 800 student middle school contributes significantly to the weight of our overall town landfill waste. Sustainable Fairfax served as a liaison, connecting Zero Waste Marin, White Hill Middle School, and Marin Sanitary. We participated in the initial planning stages of one of the two pilot Zero Waste Schools initiatives in the County. Zero Waste Marin will provide and install 5 outdoor “Eco-stations” and educate students, teachers and custodial staff about Zero Waste through assemblies, classroom workshops and in-service trainings. With the help of the student environmental club, Sustainable Fairfax will staff the stations during the initial roll out of the program which will enable a significant diversion of the school’s waste from the landfill. We will also provide ongoing support to the students and teachers of the White Hill green team.

Town Events

Fairfax Festival / EcoFest- June 13 & 14, 2015



Sustainable Fairfax worked with the Town to diminish the amount of landfill waste collected at the Fairfax Festival. We worked with the festival committee on selecting cups for vendors, and coordinated recycling and compost services through the Conservation Corps North Bay. Sustainable Fairfax also communicates directly with Marin Sanitary to order debris boxes and porta potties, and schedules all drop off and pick up details.

Sustainable Fairfax displayed hand-made zero waste signs featuring the zero waste mascot, Hero Zero, educating people that the bioplastic "compostable" cups are not composted in Marin, and must go in the landfill.

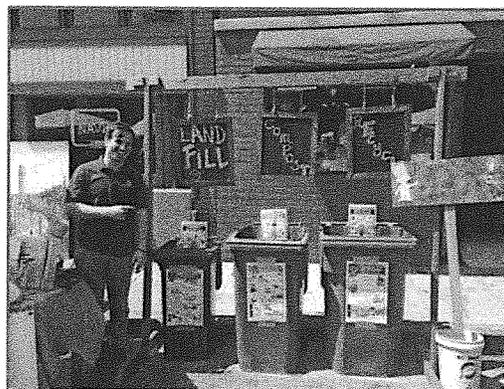
In the ballpark, Sustainable Fairfax led a Recycle Relay with prizes from the Fairfax Scoop. Like last year, kids and adults alike had a great time, and also learned a lot about what resources can be reused, composted or recycled.



**See Marin Sanitary report on Fairfax Festival diversion numbers

Streets for People – August 30, 2015

We enlisted Marin Sanitary to provide the zero waste services and education at the event. We utilized our new recycling station, providing excellent visibility. We also displayed zero waste signage regarding proper disposal of bioplastics. Zero waste committee member Joelle Levy organized a clothing swap at the event to encourage re-use.



Fairfax Town Picnic- September 13, 2015

Sustainable Fairfax coordinated the waste collection at the Town Picnic, including setting up and providing signage for waste collection. We were available at the sorting stations and educated picnic goers on proper sorting as they approached with their waste. At the end of the event, a group of volunteers did a final sort of each container to ensure a clean stream of materials, and the event achieved almost 100% diversion of materials from the landfill.

Fairfax Craft Faire- December 12, 2015

The Fairfax Craft Faire, organized in collaboration with Fairfax Recreation, took place on December 12 at the Fairfax Pavilion. This is a zero waste event: only reusable cups, plates, and utensils are used. Sustainable Fairfax displays zero waste messaging and sorts throughout the event. We continue to meet our zero waste goal at this annual event, which is an accomplishment for an event of this size.

Fairfax Holiday Pot luck and Caroling- December 13, 2015

This annual Fairfax Holiday Pot luck and Caroling was the first to make use of the new Clear Stream indoor receptacles. Sustainable Fairfax setup the system and signage prior to the event, and educated student volunteers about proper use and disposal after the event. The system made it simple to divert all of the food waste and recycling from the landfill. As a result, this left the Women's Club clean, and decreased the Public Work's workload.

Budget: In 2015, our expenses totaled \$18,396. The approved budget for this period was \$22,650. We did not spend \$4,250 of the approved funds due to the following factors:

- **Marketing:** We incurred \$207 of the \$1500 budget for marketing.
 - Funds required for social media promotion were less than expected.
 - The 2015 budget allotted funds to develop the Fairfax Zero Waste web page on the new Sustainable Fairfax website. An outside consultant was not needed for this purpose, and instead the work is reflected in project coordinator hours.
- **Materials:** We incurred \$412 of the \$2000 budget for materials.
 - Our printing expenses were less than anticipated, since we relied on materials provided by Marin Sanitary Service, and prior handouts printed by Sustainable Fairfax. In 2016, we plan to update our brochure, and therefore expect somewhat larger printing expenses.
 - The 2015 budget allotted funds for a Fairfax Take Back Day street banner. This banner was not purchased in 2015 due to the limited availability for displaying the banner. However, we have transferred this line item to our current budget proposal.
- **Recycle Stations.** We used \$750 of the \$1500 budgeted amount for the construction of these two stations. Zach Laurie of Roots to Branches offered us a competitive bid to build these stations, providing us with significant savings on this budget item.

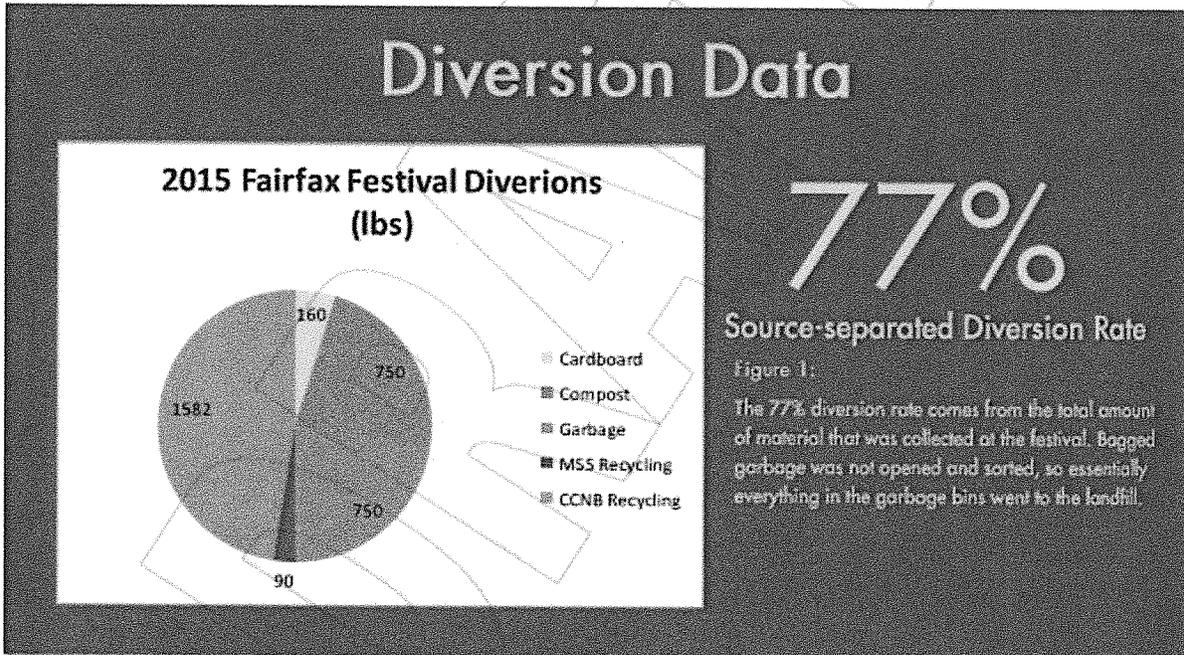


FAIRFAX TOWN FESTIVAL Diversion Report

Dates: June 13-14, 2015

Sorting Stations operated by CCNB.

Debris Boxes provided by MSS.



Compost Bins

Small amounts of compostable plastics and other plastics were found at low levels. Messaging to people that compostable plastics are not accepted should be explored.

Cardboard Bins

Cardboard bins were fairly contaminate free. Any issues of contamination were easily sorted out at MRRC.

Garbage Bins

Garbage bins were not sorted this year. Everything placed in these containers went straight to the landfill.

Tonnage Data

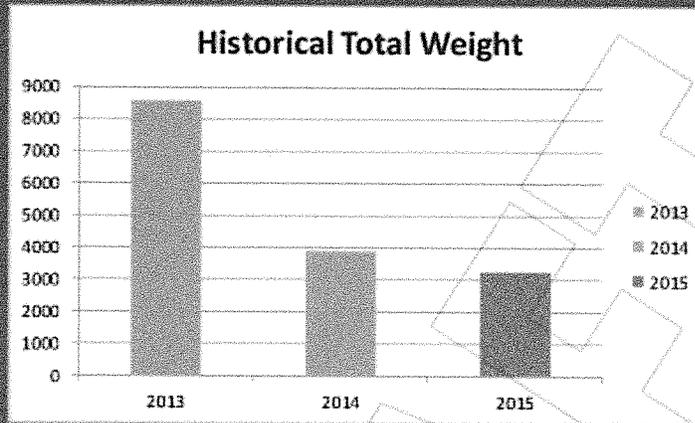


Figure 2:

This graph depicted the total weight of material collected at the festival in the last 3 years. In 2013 there was a problem of public dumping but since then weights have declined. This indicates that patrons and visitors are reducing what they discard which is a better indicator of diversion than composting or recycling.

Event Summary:

The Fairfax Festival was a huge success both in providing entertainment and activities to patrons and in diverting wasted material from the landfill. The festival also disposed of less total material than in previous years, indicating that source reduction strategies were successful.

Coordination between the Town of Fairfax, CCNB, and MSS was key to achieving such a high diversion rate. Signage and CCNB staff assisted patrons in quickly and correctly sorting material. Every sorting station was manned by a CCNB representative who kindly helped people think about where items go, and questionable items were brought to the attention of festival staff.

Recommendations for 2016:

1. Elimination of all compostable plastics would be key in decreasing the confusion of festival patrons.
2. CCNB signage created for the festival which depicts material that is sold from vendors.
3. Having booth and vendors sign contracts to not give out "swag" that may end up in the garbage.
4. Ensure all vendors only serve food in beverages in truly compostable and recyclable materials.

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Fairfax, California, as of _____, 2016, 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, 2016 to June 30, 2016 period. The CONSULTANT shall not proceed with the scope of work for the July 1, 2016 to December 31, 2016 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 2016
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. Outreach and education on mandatory commercial recycling for licensed businesses and multifamily complexes of 4 or more units (Ordinance 772), and commercial composting services available including the new “Food to Energy” program.
 - a. 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.
 - d. Promote Food To Energy (F2E) and be available to support businesses as issues and questions arise.

- B. Residential Green Waste
 - a. Utilize Sustainable Fairfax volunteers to attend and staff local events to provide information and educational materials on backyard composting and proper use of the MSS green curbside bins.
 - b. Conduct door-to-door residential green waste outreach with high school interns.
 - 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.
 - e. Utilize Fairfax Zero Waste by 2020 Facebook page, online blogs and other social media to promote food waste diversion from landfill. Highlight Youth Blogs on the home page of the Sustainable Fairfax website.
 - f. Create Fairfax Challenge to encourage residents to decrease curbside cart size. Use meter in partnership with Fairfax Climate Action Committee to show progress as a Town.

- C. White Hill Pilot Program
 - a. Provide staffing during the roll out of the program to troubleshoot and educate students about the new system.

- b. Provide support to White Hill green team student and teachers throughout the year to monitor new program and ensure its success.
- D. Outreach, education and promotion/staffing at DEA sponsored prescription drug take back days on safe disposal of pharmaceuticals as pertains to the environmental and social crisis that exists as a result of improper disposal.
 - a. Provide information about Marin County's newly adopted Extended Producer Responsibility legislation.
- E. 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, battery take-back, e-waste recycling and prescription drug take back locations.
 - b. Highlight and provide collection of a resource that is particularly hazardous and difficult to dispose of properly ie: polystyrene.
- F. 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. Research and implement the use of best practices as pertains to cups, cutlery and plates.
 - a. Coordinate zero waste resource recovery stations at special Town events such as the Fairfax Town Picnic and Fairfax Streets for People.
- G. Conduct two backyard composting workshops in 2016 for local residents.
- H. Work with Fairfax Climate Action Committee to create a Town of Fairfax zero waste challenge and establish a zero waste "meter" to inspire residents to take steps to reduce their landfill waste, *ie* reducing landfill cart size.
- I. 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, 2016-June 30, 2016)

Project Manager Stipend	325 hours (over 25 weeks)	\$8,125
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education --Materials for signage at events --Take Back Day Banners --Materials for Zero Waste Meter / Zero Waste Challenge	\$1,250
Marketing	--Social media (ie Facebook ads and promotions)	\$200
10 % Overhead		\$725
		\$10,300

Proposed six-month budget (July 1, 2016-December 31, 2016)

Project Manager Stipend	325 hours (over 25 weeks)	\$8,125
Materials	--Printed materials for education at events --Pamphlets and bookmarks for outreach --Materials for interactive zero waste education --Materials for beautifying new public recycling stations --Materials for Zero Waste Meter / Zero Waste Challenge	\$500
Marketing	--Social media (ie Facebook ads and promotions)	\$200
10 % Overhead		\$725
		\$9,550

Total funds required are **\$19,850**. 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 \$19,850 which shall be paid on a time and materials basis, as specified in the attached Scope of Work.

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.