



A Public Agency

CONSENT CALENDAR

DRAFT MINUTES

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY
MEETING OF THE BOARD OF DIRECTORS
May 22, 2014 – 2:00 p.m.
RethinkWaste Board Room at the Shoreway Environmental Center

Call to Order: 2:01 PM

1. Roll Call

Agency	Present	Absent	Agency	Present	Absent
Atherton	X		Menlo Park		X
Belmont	X		Redwood City	X	
Burlingame	X		San Carlos		X
East Palo Alto		X	San Mateo		X
Foster City		X	County of San Mateo	X	
Hillsborough	X		West Bay Sanitary District	X	

2. Public Comment

Persons wishing to address the Board on matters NOT on the posted agenda may do so.

Each speaker is limited to two minutes. If there are more than five individuals wishing to speak during public comment, the Chairman will draw five speaker cards from those submitted to speak during this time. The balance of the Public Comment speakers will be called upon at the end of the Board Meeting.

If the item you are speaking on is not listed on the agenda, please be advised that the Board may briefly respond to statements made or questions posed as allowed under The Brown Act (Government Code Section 54954.2). The Board's general policy is to refer items to staff for attention, or have a matter placed on a future Board agenda for a more comprehensive action or report and formal public discussion and input at that time.

Vice Chair Dehn noted that a survey monkey survey would be coming to the Board and TAC members for the Executive Director's performance review, and asked members to please respond back, and that at the next meeting there would be a closed session to discuss.

Member Aguirre asked if the closed session will be before the meeting or during the meeting.

Chair Widmer answered that the timing would depend on the agenda.

3. Approval of Consent Calendar:

Consent Calendar item(s) are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items be removed for separate action. *Items removed from the Consent Calendar will be moved to the end of the agenda for separate discussion.*

- A. Adopt the April 24, 2014 Special BOD Meeting Minutes
- B. Adopt the April 24, 2014 BOD Meeting Minutes
- C. Approval of Quarterly Investment Report as of 3/31/14
- D. Approval of Letters of Support for Assembly Bills 1826 and AB 1594

3D was pulled from consent for discussion.

Member Benton made a motion to approve consent calendar items A through C.

Member Aguirre seconded the motion

Voice Vote: All in Favor

Discussion on item 3D:

Staff Devincenzi gave an update on the status of the two bills. AB1594 had been sent to suspense with the appropriations committee, so it would either get reported out and then go to the full assembly or it would die for the year. Californians Against Waste is requesting that letters of support still be sent. She also updated AB1826, noting that it had passed the Assembly and was moving to the Senate Environmental Quality Control Commission.

Member Brownrigg noted that federal law prohibits the recycling of food waste that comes in from overseas. He added that in Burlingame this is a specific problem because there are many airport food service companies that are barred from doing anything with that food waste. He concluded that while we support efforts to divert more, he didn't want to support legislation that would penalize companies that couldn't divert more due to federal law.

Executive Director McCarthy noted that staff is aware of the issue, and would look into the issue further to see if airport food waste could go into the new machinery at South San Francisco Scavenger that will convert organics into energy. He also noted that separate from the international restriction there is one particular airport account in Burlingame that has been highly contaminated.

Tammy Del Bene of Recology noted that there are two main accounts in Burlingame, LSG and Flying Foods. Flying Foods has most of the international waste. She added that according to federal law international waste has to be autoclaved (cooked) and then sent to the landfill. She added that it adds significant tonnage to the landfill and deters from the state's diversion goals. She wondered if autoclaving the material could be enough to remove any pathogens and if so, could that material then be processed in the South San Francisco energy converter system.

Member Brownrigg clarified that in Burlingame commercial rates are higher than residential rates, so companies have a strong incentive to reduce waste, but these companies are in a bind. He asked the Board be sensitive to the issue as letters of support are drafted.

Executive Director McCarthy noted that he would have Staff Gans follow up with the facility in South San Francisco to see if the new equipment affects these companies' ability to divert.

Member Aguirre asked for clarification on AB1826, if the 8 or more cubic yards of organic waste was a weekly, daily or monthly amount.

Staff Feldman answered that it was per week.

Vice Chair Dehn suggested that the letters note our support unless otherwise dictated by law.

Member Brownrigg noted that he would appreciate that amendment.

Chair Widmer noted that a joint letter from the SBWMA rather than from each Member Agency would be drafted, and he commented that he thought the Board Chair should sign the letter not the Executive Director.

Member Brownrigg made a motion to approve the letter with the amendments discussed, and requested to see a draft before it was finalized.

Member Benton seconded the motion.

Voice Vote: All in Favor.

4. Old Business:

A. Recology Update on Automating Collection and Analysis of Annual Route Assessment Data

Kam Sung of Recology gave a Power Point presentation on the feasibility of automating of allocation data. He noted that RouteWare was not able to meet Recology's specifications, but was able to give them a date range from one week to one month worth of data. He noted that there is still a long road ahead, but it is a step in the right direction.

Chair Widmer asked for clarification on whether monthly data could be collected, and then over time a full year of actual data could be collected, and if there were any problems getting the full year's data.

Kam Sung answered that currently what they can do now is just one month worth of data, when the information was downloaded on to the Recology server there was a CPU spike, so Recology is communicating with RouteWare to see what kind of hardware upgrades they need to make it work. He also noted that in order to get to a fully automated process there are three parts that need to be included: route hours, route labor hours, and roll off times, adding that all three need to be addressed before full automation can happen.

Chair Widmer commented that it sounded like Recology was well on the way.

Mario Puccinelli added that the goal is to fully execute this in a way in which there is not a lot of staff time spent, and that they will continue to have the vendor and their IT department work towards that goal.

Member Benton asked for clarification on how the data moves from one report to another, noting that he couldn't follow how it all tied together.

Kam Sung answered that in this case, the information was exported to Excel, and then manually cleaned up. He noted that the type of route is missing, so that needed to be added manually and that Recology has communicated that to RouteWare and the price tag to fix that piece is about \$10,000.

Vice Chair Dehn asked what was being manually added to the exported report to get it to a cleaned up state.

Kam Sung answered that his biggest concern is the format of the Routware report noting that cells had to be taken out in order for it to export to excel, but that the type of route and commodity had to be manually added in.

Chair Widmer commented that he would like to see the overall system flow to have confidence in the system, but thought the more automated it is, the easier it will be to do the analysis.

Member Benton questioned how one offs affect this system, and would they average out with a larger set of data. He also asked when the clock starts ticking for the second jurisdiction on a route.

Mario Puccinelli answered yes to the first question that it will average out one offs with a larger set of data and that the clock starts ticking when the driver hits complete for one account and is on the way to another.

Member Benton commented that cities farther away from Shoreway were penalized for being farther away.

Mario Pucinelli commented that generally there aren't big jumps in a route like that, and this was just an example.

Chair Widmer summarized once more data is received and everything is cleaned up the Board will need to make a decision on whether or not to change the allocation method.

B. Case Closure on Shoreway Remediation Project

Staff Gans noted that the six year remediation effort at Shoreway has received final case closure and a report that no further action is required by the County. He added that there will be approximately \$1.22M left of the settlement agreement money, and staff is seeking Board feedback on using that money to replace the underground diesel fuel storage tanks at Shoreway. He noted that staff has requested from JR Miller an estimate on the project which was included in the staff report and is roughly \$1M.

Executive Director McCarthy added that the staff report talks about conversion to CNG with the new contract in 2021, but another option would be to ask Recology to document the capital and operating expense of retrofitting their current fleet. He noted that in speaking with Mario Puccinelli the operating expense far outweighs the capital expense, so there is a question if there would be enough of a payback in the 5 or 6 years left on the contract. A benefit to this approach is that the existing system could be closed, but one diesel tank could be saved for the transfer vehicles, which are not ready to be converted to CNG in the very near future like the route trucks. Conversely, he noted that another part of the discussion is that the JPA could spend the money to retrofit and then the system could be obsolete.

Member Aguirre noted that she has studied the CNG issue with two other agencies and that in both of those situations they have found that currently the costs outweigh the benefits and she thought more study on the issue is needed. She added that she didn't want to see a request for a change that was going to end up costing the Member Agencies and rate payers more money.

Member Benton thought that a request of this nature would need to go along with negotiation of the extension.

Executive Director McCarthy asked Mario to give a ball park of the economics.

Mario Puccinelli commented that the current fleet is \$360,000 to \$390,000 per truck, and he said that he hasn't been given an estimate to retrofit.

Executive Director McCarthy thought that it would be worth getting the cost estimate on retrofit not full replacement.

Chair Widmer noted that he would like to see the numbers, and then Board could include it in the consideration of the contract extension.

Executive Director McCarthy added the decision about CNG trucks or type of fuel options if it's involving retrofitting Recology's existing fleet then Recology is part of the conversation. But, he added that if it is beyond 2020 then it is an infrastructure question because the JPA owns the facility this Board has to decide what infrastructure we want in place.

Chair Widmer added that he would like to see some analysis on the risks of waiting.

Staff Gans added that another element of cost analysis that can be done is to analyze if the tanks were to leak what would the cost of remediation be.

Member Benton commented that if the new tanks would be used for the foreseeable future, it is probably the right thing to do given the risks with the current system, but given that the tanks are performing well and the whole system is likely to change in the next 3-5 years he is inclined to coast along and wait and see about new technology.

Member Stone asked if there was any data on the useful life span on the existing tanks.

Staff Gans answered that he talked to the CUPA inspector and she couldn't give a life expectancy, but noted that this is a fiberglass tank which is non-corrosive, and a lot of the leaking tanks are metal, and decompose. He also noted that the tank is surrounded by ground water which is equalizing pressure, so there is not a desire for the liquid to flow out.

Chair Widmer asked the Board to go around for feedback on the issue.

Member Brownrigg noted that he would like to understand what the costs would be to convert to CNG, but added that he didn't take lightly the liability associated with subterranean tanks, and it's not something he is willing to leave for 4-5 years.

Member Slocum noted that he agreed with Member Brownrigg and Member Benton's earlier comments.

Member Aguirre agreed with the previous Member's statements, but is concerned about increasing any costs to the rate payers.

Member Stone noted that he too is concerned about increased costs, but also very concerned about the liability Member Brownrigg referred to and the vulnerability in a seismic event, and asked what is the worst case scenario if they all fail.

Staff Gans noted that staff didn't have estimates for catastrophic failure, but noted that part of that cost would be operational as well.

Vice Chair Dehn noted that she agreed that at some point the tanks need to be replaced, but thought there was insufficient data at this time.

Chair Widmer noted that the Agencies have spent a lot of money getting where we are today, and we don't want to have our rate payers incur additional expenses, but that we can't make a decision until all of the data collection and analysis is completed.

Vice Chair Dehn asked if this project has been included in capital improvements for future years, and wondered if it has been identified in the CIP program.

Staff Gans answered that it is not in the CIP program because we have a one-time fund from the closure of the remediation project, so that money is available for this purpose as well as others and staff wanted to get your direction on the use of those funds for this project.

Vice Chair Dehn noted that she recommends this be in a CIP, so it is identified as a future cost.

Member Benton asked what the odds were that it will be converted in the next 5 years.

Executive Director McCarthy answered 100% chance of conversion by 2021.

Member Stone asked if there was any kind of retrofitting of the tanks that could accomplish the same goal.

Staff Gans answered not that he was aware of because the regulatory agencies want them out of the ground, but that he would look into it and report back.

5. New Business:

Chair Widmer requested that agenda item 5B be taken before 5A.

B. Review of Draft FY1415 Budget

Executive Director McCarthy noted that there are takeaways from agenda item 5A that tie into the budget, and it includes important information about what other public agencies are spending.

Executive Director McCarthy gave a Power Point presentation on key budget assumptions. He noted that this budget does not assume any tipping fee increases. He also added that the JPA rebuilds its budget from zero every year.

Member Aguirre asked how the merit pool number is established.

Executive Director McCarthy answered that it is set each year through the budget process, and historically it has ranged from 0% to 4.5%.

Chair Widmer asked for input from the Board Members on what their agency's increase pool looked like.

Member Benton wondered if approving the budget approved a 3% merit increase.

Executive Director McCarthy answered that typically there is a closed session discussion on the merit pool, where the Executive Director represents the employees, and with adoption of the budget, the Board adopts the merit pool increase.

Chair Widmer thought that the number should be finalized during the next closed session.

Member Aguirre asked for documentation on what the historical merit increase has been over the last 5-10 years. She also asked what the difference is between the 3% and the 7.5% increase in administrative costs.

Executive Director McCarthy answered that the 7.5% increase is the total increase in the administrative portion of the budget, which includes the 3% for employee wages and benefits as well as legal fees, rent, IT services, etcetera. He noted that half of that 7.5% increase which is about \$122,000 is associated with a transition to a new finance manager.

Member Benton asked when the merit increase would become effective, and would it be possible to make the merit pool a separate decision from the budget.

Chair Widmer added that for budgeting purposes leave in the 3% number and then it can be discussed and formalized later.

Executive Director McCarthy added that there is no money in this budget for a compensation survey which was performed by the previous Board, some thought it was helpful, and some did not, but he has a compensation survey from last year that he can bring to the closed session for reference. He noted that the nature of the JPA staff is well paid technical niche positions, but when you consider that this is a non PERS agency and compare the total compensation to other JPA's this agency's staff is a bargain.

Member Brownrigg asked what the term net income meant, and if it was the same as profit, and if all of the 2.9% flows into reserves. He commented that he had a problem with calling it net income when it is tax payer money.

Executive Director McCarthy noted that the budget is set up like a business and less like a municipality due to cash flow around gate customers being such an important consideration. He added that the bottom line is \$330,000 which then goes into cash reserves, and that in the end there are still bond covenant requirements to meet.

Member Brownrigg reiterated that he had a problem with calling it net income noting that people in his city would look at it, and think that they are being overcharged, and suggested calling it EBIT or something else, and would be in touch with Marshall.

Executive Director McCarthy gave more detail about the capitol budget, noting that he had received a question from the Chair regarding the electric vehicle charging station, and answered that this was a request from Recology.

Staff Gans added that the request is for one charging station, and would require some reworking of the electrical system.

Chair Widmer asked if Recology could reimburse for the electrical charging station since they requested it.

Staff Gans answered that it is going on our property, and we would have the benefit of having it after Recology leaves.

Vice Chair Dehn added that it's going in the visitor parking lot for any member of the public to use when visiting the facility. She also asked that that tank project be included in the capital projects list.

Executive Director McCarthy answered that this is the FY1415 capital projects, and staff doesn't see that project in FY1415, the tank project would be part of a 5 year CIP.

Chair Widmer asked for more detail on signage, and thought it was a lot of money on signage.

Executive Director McCarthy answered that there are parts of the facility that need improved signage including heavily used areas of the site like the public recycling center.

Member Benton asked if the MRF canopy project was being approved with this budget or separately.

Executive Director McCarthy answered that the Board would be approving the project separately, and that staff would be coming back to the Board soon with that detail.

Staff Moran explained the detail on the revenue and expenditure side.

Member Benton asked why the drop in organics.

Executive Director McCarthy answered that this particular line item is heavily dependent on weather and it's been so dry which means there isn't as much green production.

Member Benton asked for clarification on whether debt service interest was already expensed from net income.

Staff Moran answered that interest is included, but not the principal payment which approximately another \$1.2M.

Member Benton commented regarding commercial staff in agenda item 5A that was skipped over, that he got the sense that our low commercial diversion rate could be attributed to the fact that our agency isn't staffing commercial outreach as heavily as some of the other agencies, and asked if this agency is cutting itself short by not having that area more heavily staffed.

Executive Director McCarthy answered that this agency's model has been to let the private sector do commercial outreach, because they are the ones touching the customers, and for integration purposes it made sense. He added that as part of the long range plan staff will be looking at ordinances and other policy tools to drive up diversion numbers. He also added that there is an unknown amount of commercial diversion happening in the service area, and only the Recology portion is known at this point, staff doesn't have the information needed to know if more outreach is needed.

Vice Chair Dehn asked if commercial and residential outreach were so different that they should be distinct.

Executive Director McCarthy answered that historically the public outreach effort has been almost exclusively with the JPA with the exception of the commercial sector. Recology had a public education manager, who was managing bill inserts, and the JPA was doing the rest of the Public Education, and it made sense to move it all to the JPA. He also added that it is a very specific part of the franchise, and in surveying other municipalities, most of the municipalities handle the public education.

Chair Widmer commented that staff needs to be able to measure the value of education and marketing and whether or not that education is really taking hold. He commented that the cost of public education seems to be going up compared to previous years and that it should be going down in the 4th year of the contract, and perhaps there are diminishing returns.

Member Brownrigg asked if TAC would be taking a look at the reserve policy.

Executive Director McCarthy answered that Member Olbert brought up the reserve policy which was discussed at a recent meeting that Member Brownrigg had missed, and that he would be happy to talk off line with Member Brownrigg regarding the reserve policy.

Member Aguirre noted that she was concerned about hiring consultants to look at a procurement process and selection as requested by the Executive Committee.

Member Dehn commented that as part of the Executive Director's goals on the long range plan, there was wording in that document to look forward to renewals of contracts, and that is the level of support that she saw that item at.

Chair Widmer added that he and Executive Director McCarthy spoke about the level of consulting needed around determining the extension of the contract, and that the Board needs to determine what the value of a contractor is going to be before making a decision. He added that the more forthcoming Recology is with information, the less help we would need from a contractor to make an analysis ourselves, and that the intent is to develop a "should cost" model for the collection service.

A. Report on Benchmarking SBWMA's Recycling, Public Outreach and Shoreway Tour Programs

Staff Devincenzi explained some of the information and detail in the staff report.

Member Aguirre Absent at 3:50PM quorum no longer present. Discussion continued.

Chair Widmer asked regarding the agencies that had a shared arrangement for commercial outreach with the contractor similar to ours if there was any feedback if it was working and adding value, and how the other agencies measure effectiveness.

Staff Devincenzi answered that if there was measurement for a specific outreach tool, there was limited data. Most rely on feedback from the hauler as far as what was working.

Executive Director McCarthy asked Staff Devincenzi to give specific feedback that the JPA staff has gotten from Recology on the support the JPA gives them for commercial recycling.

Staff Devincenzi answered that JPA provides brochures as well as containers and buddy bags and the feedback we have gotten from Recology staff is that both the containers and the buddy bags are effective and provide value when they are going out to businesses and complexes, but it has not been possible to achieve measured effectiveness or diversion from these tools.

Chair Widmer asked that there be joint planning and more of a closed loop on public outreach efforts.

Staff Devincenzi answered that it has been brought up with Recology and the Pub Ed subcommittee she has been looking at ways to measure effectiveness in every public outreach effort.

Member Brownrigg Absent at 4:03 PM.

Member Benton commented that he found the report very valuable and that he thought it was good to benchmark against other agencies.

Executive Director McCarthy noted that since there is no longer a quorum, the 3 remaining staff reports could be shared at a future Board Meeting.

- C. Annual Solid Waste Rate Survey Results
- D. Review of Landfill Disposal and Transportation Rates
- E. Results of Public Education Survey of Residents

6. Staff Updates:

- a) Potential Future Board Agenda Items
- b) Check Register for April 2014
- c) Update on 2014/15 Franchise Rate Setting Process
- d) Recycling and Outreach Programs Update
- e) Shoreway Facility Operations and Maintenance Update
- f) Receipt of Recology and SBR Monthly Reports

7. Board Member Comments

8. Adjourn 4:06 PM



STAFF REPORT

To: SBWMA Board Members
From: Kevin McCarthy, Executive Director
Date: June 26, 2014 Board of Director's Meeting
Subject: Resolution Approving Annual Contract with Aaronson, Dickerson, Cohn & Lanzone for Legal Counsel Services for FY1415

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2014-09 attached hereto authorizing the following action:

The Executive Director execute a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) to provide Legal Counsel services for FY1415 with a not to exceed budget of \$65,000.

Analysis

This contract is an extension of the annual contract for legal services the SBWMA has had with the ADCL firm since the inception of the SBWMA. This contract is for a one-year period and no long term contracts have been issued to ADCL.

Fiscal Impact

A new contract will be executed with a not to exceed amount of \$65,000 which is the amount included in the proposed FY1415 budget.

Attachments:

Resolution 2014-09

Exhibit A – Professional Services Agreement for FY1415 Legal Services

Exhibit B – Rates and Benefits Survey for City Attorneys



RESOLUTION NO. 2014-09

**RESOLUTION OF THE SOUTH BAYSIDE WASTE
MANAGEMENT AUTHORITY BOARD OF DIRECTORS
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH
AARONSON, DICKERSON, COHN & LANZONE FOR LEGAL COUNSEL SERVICES
FOR FY1415**

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into a contract with Aaronson, Dickerson, Cohn & Lanzone (ADCL) for the purpose of providing the following services:

Annual Legal Counsel Services for FY1415

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a contract with ADCL.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of June, 2014, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2014-09 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 26, 2014.

ATTEST:

Bill Widmer, Chairperson of SBWMA

Cyndi Urman, Board Secretary



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **27th day of June, 2014** by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Aaronson, Dickerson, Cohn & Lanzone (ADCL)** hereinafter "Consultant".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That SBWMA desires to engage Consultant to render certain professional services in the SBWMA jurisdictions;
- B. That Consultant is qualified to provide such services to the SBWMA; and
- C. That SBWMA has elected to engage the services of Consultant upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

1. Services

The services to be performed by Consultant under this Agreement shall be to **Provide Legal Counsel Services for FY2015** as outlined in Exhibit A.

Performance of the work specified above is hereby made an obligation of Consultant under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

2. Term of Agreement

Said services shall commence on execution and shall continue for completion of tasks within one year (12 month period). The term of the Agreement may be extended upon written agreement by both parties. Agreement can be terminated by either party with written thirty (30) day notice.

3. Compensation

Payment under this Agreement shall be as per Exhibit A, not to exceed **\$ 65,000.00**

4. Authorization and Termination

This Agreement becomes effective when endorsed by both Parties in the space provided below.

5. Reliance of Professional Skill of Consultant

Consultant represents that it has the necessary professional skills to perform the services required and SBWMA shall rely on such skills of the Consultant to do and perform the work.

6. Relationship to Parties

It is understood that the relationship of Consultant to SBWMA is that of an independent contractor and all persons working for or under the direction of Consultant are its agents or employees and not agents or employees of the SBWMA.

7. Nonassignment

This Agreement is not assignable either in whole or in part.

8. Amendments

This Agreement may be amended or modified only by written agreement signed by both Parties.

9. Validity

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

10. Government Law/Litigation

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto over the terms or performance of this agreement the prevailing party shall be entitled to reasonable attorneys fees and costs..

11. Mediation

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs. Mediation shall occur within 30 days of notice by either party, and if it does not occur within that period of time a legal action shall be permitted to be filed.

12. Entire Agreement

This Agreement, including Exhibit A, comprises the entire Agreement.

13. Indemnity

Consultant shall defend, indemnify and hold SBWMA and its officers, employees and agents harmless from any and all claims, damages, losses and expenses related to or as a result of intentional or negligent acts for which Consultant or its agents and employees are responsible.

14. Insurance

Consultant shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. Consultant shall furnish SBWMA with certificates of insurance evidencing the required coverage. The insurance shall be with a carrier that is licensed and in good standing in the State of California, and has an A.M. Best Co. rating of A/5 or better. The SBWMA will be named as additional insured in the policy. These certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to the SBWMA office of any pending change in the limits of liability or of any cancellation or modification of the policy.

a. Worker's Compensation and Employer's Liability Insurance

Consultant shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Consultant makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

b. Liability Insurance

Consultant shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance as shall insure the Consultant and SBWMA, its employees, officers and member entities while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims due to consultant's negligence or willful misconduct for property damage which may arise from Consultant's work under this Agreement, whether such work be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of

such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence.

15. Notice

All notices required by this Agreement shall be given to SBWMA and Consultant in writing, by first class mail, postage prepaid, addressed as follows:

SBWMA: **Kevin McCarthy, Executive Director**
South Bayside Waste Management Authority
610 Elm Street, Suite 202
San Carlos, CA 94070
Phone: (650) 802-3500
Fax: (650) 802-3501

Consultant: Aaronson, Dickerson, Cohn & Lanzone
Robert Lanzone
1001 Laurel Street, Suite A
San Carlos, CA 94070
Phone: 650-593-3117
Fax: 650-637-1401

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

SBWMA

BY: _____
Kevin McCarthy, Executive Director

DATED: _____, 2014

CONSULTANT/ LEGAL COUNSEL:

BY: _____
Robert Lanzone, ADCL

DATED: _____, 2014

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED _____, 2014



EXHIBIT A (Scope of Work/Fee Schedule)

Robert J. Lanzone, providing legal services through the firm of Aaronson, Dickerson, Cohn & Lanzone, shall provide the following legal services to the South Bayside Waste Management Authority:

- Act as general counsel to the Board and staff of the SBWMA;
- Regularly attend Board and staff meetings;
- Prepare and review ordinances, resolutions, contracts, notices, agendas and other documents and papers necessary or appropriate in matters pertaining to the SBWMA;
- Provide legal advice, representation and assistance to the SBWMA, its Board and staff on all general legal matters pertaining to the SBWMA, including litigation and compliance with state and local laws.

Work will be completed on an agreed upon hourly rate of \$225 per hour.

RATES AND BENEFITS – CONTRACT AND IN HOUSE ATTORNEYS

CONTRACT ATTORNEYS			
City/Town	City Attorney	Compensation Package	Source
Atherton	William Conners	\$12,800 per month \$200 per hour 1 CC and 1 PC meeting per month	Attorney
Brisbane	David Kahn	\$250.00 per hour	Attorney
Campbell	William Seligmann	\$14,749 per month for 94 retainer hours \$122 per hour for services by attorneys other than City Attorney w/in 94 hours Hours over 94/month: \$250 per hour for City Attorney \$270 per hour for associates \$313 per hour for partners 2 CC and 2 PC meetings per month 5 hours per week – office hours PERS: yes, and medical benefits	Attorney
Colma	Roger Peters	\$182-\$260 per hour	Attorney
Foster City	Jean Savaree	\$10,236 per month \$249 per hour for litigation 2 CC meetings per month, 1 weekly staff meeting	Attorney
Half Moon Bay	Tony Condotti	\$12,000 per month for 65 hours \$225 per hour for partners of firm, \$200 per hour for associates for litigation/special legal services, \$90 for paralegals	Attorney
Hillsborough	Norm Book	\$12,000 per month \$378 per hour for litigation	Attorney
Los Altos	Jolie Houston	\$15,000 per month retainer, no medical \$300 per hour for special projects & litigation 1 PC meetings, 2 CC meetings per month No on-site time, staff meetings every other week	Attorney
Los Altos Hills	Steven Mattas	\$8,000 per month for basic general services \$236 per hour for general services, \$272 per hour for litigation, \$118 per hour for paralegals	Attorney
Menlo Park	William McClure	\$10,650 per month for 54 retainer hours \$200 per hour for partners of firm, \$185 per hour for associates \$300 per hour for development processing work reimbursed by the applicant PERS: yes, and medical benefits	Attorney
Millbrae	Joan Cassman	\$8,000 per month retainer \$235-\$330 per hour for litigation and special projects	Attorney

RATES AND BENEFITS – CONTRACT AND IN HOUSE ATTORNEYS

CONTRACT ATTORNEYS			
City/Town	City Attorney	Compensation Package	Source
Pacifica	Michelle Kenyon	\$230 per hour for basic general services \$230-295 per hour for litigation and other services	Attorney
Portola Valley	Leigh Prince	\$220 per hour for routine matters \$235 per hour for non-routine matters and litigation \$250 per hour for development matters (Same rates for all partners and associates.)	Attorney
San Carlos	Greg Rubens	\$10,500 per month \$250 per hour for litigation 2 CC meetings per month, 1 weekly staff meeting PERS: yes, no medical	Attorney
Saratoga	Richard Taylor	\$203 per hour up to 90 hours \$213 per hour in excess of 90 hours \$237 per hour for litigation \$265 per hour for reimbursable work	Attorney
So. San Francisco	Jason Rosenberg	\$200 per hour for general services \$204-255 per hour for successor agency issues and litigation \$226-\$281 per hour for development cost recovery and enterprise fund	Attorney
Woodside	Jean Savaree	\$250 per hour; no retainer	Attorney

IN HOUSE ATTORNEYS			
City/Town	City Attorney	Compensation Package	Source
Belmont	Scott Rennie	\$190,500 per year = \$15,875 per month PERS: yes, medical benefits Car Allowance: \$4,800 per year	Attorney
Burlingame	Kathleen Kane	\$177,500 per year = \$14,791.67 per month PERS: yes, plus \$1,170 deferred compensation per year	
Daly City	Rose Zimmerman	\$201,520 per year = \$16,793.33 per month	Attorney
East Palo Alto	John Nagel	\$170,000 per year = \$14,166.67 per month PERS: yes, medical benefits	
Los Gatos	Robert Schultz	\$185,000 per year = \$15,416.66 per month \$350 per month for auto allowance PERS: yes, and cafeteria plan health benefits	Attorney

*Contract City Attorney

RATES AND BENEFITS – CONTRACT AND IN HOUSE ATTORNEYS

IN HOUSE ATTORNEYS			
City/Town	City Attorney	Compensation Package	Source
Redwood City	Pamela Thompson	\$215,352 per year = \$17,946 per month PERS: yes, shared employee & employer costs, and medical benefits Car Allowance: \$4,800 per year	Attorney
San Bruno	Marc Zafferano	\$180,300 per year = \$15,025 per month PERS: yes Car Allowance: \$3,600 per year	Attorney
San Mateo	Shawn Mason	\$186,181 per year = \$15,515.09 per month PERS: yes	Attorney

MEDIAN/MEAN/TOP QUARTILE		
	MONTHLY RETAINER	HOURLY NON-RETAINER
Median	\$11,325	\$250
Mean	\$11,394	\$257
Top Quartile	\$12,600	\$281



STAFF REPORT

To: SBWMA Board Members
From: Marshall Moran, Finance Manager
Date: June 26, 2014 Board of Directors Meeting
Subject: Resolution Approving Annual Contract with the City of San Carlos for Accounting and Financial Services for FY1415

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2014-10 attached hereto authorizing the following action:

1. Approve Amendment #2 to the Contract (Exhibit A) with the City of San Carlos to provide accounting and financial services for FY1415 with a not to exceed budget of \$131,900.
2. Authorize the Executive Director to execute such contract.

Analysis

Use of the City of San Carlos for financial and accounting services continues a shared services model that leverages the use of the City's accounting department while maintaining overall financial management, rate review, and financial analysis responsibilities in-house. For FY1415, the city has proposed a CPI adjustment of 3.0% to the current FY1314 contract amount. The services provided include all general accounting services (accounts payable, cash receipts, and general ledger), financial statement preparation for fiscal and calendar years, and review with outside auditors.

Background

On March 1, 2000, the San Carlos Finance Department began providing full financial and accounting services for the SBWMA. The SBWMA agreed to fund one-half of the salary and benefits for a new City position of Investment and Revenue Manager for financial services and 250 Finance Director hours (salary and benefits) for Finance Director services. The City has continued to provide these services.

At the request of the Board of the Directors, the SBWMA staff issued an RFP in 2012 for Financial and Accounting Services with a five year term and annual CPI based adjustments. No proposals were received except for the proposal from our existing service provider, the City of San Carlos, for a one year contract with annual fee adjustments. Their proposed contract Amendment No. 2 is attached with the new rate for FY1415. There are no other changes to the contract.

Fiscal Impact

The SBWMA will pay the City of San Carlos \$131,900 for financial services for FY1415, an increase of \$3,864 (3.0%) from FY1314. This expense is covered in the proposed FY1415 Budget.

Attachments:

Resolution 2014-10

Exhibit A -- Professional Services Agreement – Financial Services



RESOLUTION NO. 2014-10

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING AN ANNUAL CONTRACT WITH THE CITY OF SAN CARLOS FOR ACCOUNTING AND FINANCIAL SERVICES FOR FY1415 AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE SUCH CONTRACT

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering into an agreement with the City of San Carlos for the purpose of providing the following services:

Financial Services for FY1415 as described in the Agreement attached hereto as **Exhibit A**.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the recommendation to enter into contract with the City of San Carlos and authorizes the Executive Director to execute such contract.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of June, 2014, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2014-10 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 26, 2014.

ATTEST:

Bill Widmer, Chairperson of SBWMA

Cyndi Urman, Board Secretary

AMENDMENT No. 2

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SAN CARLOS AND SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

This **Second Amendment** to the Agreement for Professional Services is made and entered into as of July 1, 2014, by and between the City of San Carlos, hereinafter referred to as "CITY" and the South Bayside Waste Management Authority, hereinafter referred to as "SBWMA".

WITNESSETH:

WHEREAS, on June 25, 2012, the City and SBWMA entered into an agreement for the performance of the agreed financial services by the City's Administrative Services Department through the Finance Division, and

WHEREAS, on July 1, 2013, the City and SBWMA executed Amendment One to the Agreement which adjusted the compensation; and

WHEREAS, pursuant to Section B.3 set forth in Exhibit A of the original agreement, the City will provide financial services to SBWMA for a fixed annual fee and this fixed fee will be adjusted on an annual basis; and

WHEREAS, both parties now wish to further amend the Professional Services Agreement by revising the following sections, and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1.0 COMPENSATION

SBWMA agrees to reimburse CITY for Financial Services. The fixed annual fee for FY 2015 (July 1, 2014 to June 30, 2015) will be adjusted from \$128,036 to \$131,900.

2.0 REMAINING PROVISIONS

All other terms of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF SAN CARLOS

DATE: 3-5-14



Jeff Maltbie, City Manager

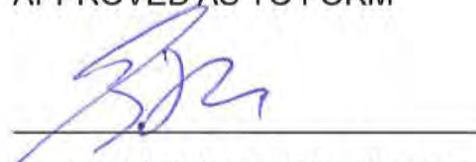
SBWMA

DATE: _____

Kevin McCarthy, Executive Director

APPROVED AS TO FORM

DATE: 3/4/14



Gregory J Rubens, City Attorney

APPROVED AS TO FORM

DATE: _____

Robert J. Lanzone, Legal Counsel



STAFF REPORT

To: SBWMA Board Members
From: Marshall Moran, Finance Manager
Date: June 26, 2014 Board of Directors Meeting
Subject: Resolution Approving Property Insurance Policy Renewal

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2014-11 attached hereto authorizing the following action:

Approve and accept the Property Insurance Policy renewal with Hanover at \$180,398 annual premium.

Analysis

The property insurance policy was put out for competitive bid by our insurance broker, Cohn-Reid-O'Neil (in Burlingame) and the proposed policy renewal with Hanover is recommended to be approved. The bid request was sent to four insurance carriers but only Hanover responded with the rest declining. The Hanover property insurance premium is a 4.9% increase over last year's premium.

Below is a summary of all of our business insurance policies and premiums compared to last year's premiums. Because the policies renew at different dates with different carriers, only the property policy renewal is currently up for approval:

SBWMA General Business Insurance Policy Summary				
Actual Premiums	13 - 14 Renewal	14 - 15 Renewal	14 - 15 Increase %	
Property (7/1)	172,040	180,398	4.9%	<i>final</i>
General Liability (incl EIL) (3/01 - 3/01)	13,508 ▲	13,508	0.0%	<i>final</i>
Excess Liability (3/01 - 3/01)	17,533 ▲	17,533	0.0%	<i>final</i>
SUBTOTAL	\$ 203,081	\$ 211,439	4.1%	General Insurance Budget
Directors & Officers (9/28 - 9/28)	29,500	31,320	6.2%	<i>estimate</i>
Crime (10/01 - 9/31)	1,134	1,180	4.1%	<i>estimate</i>
SUBTOTAL (#520701)	30,634	32,500	6.1%	Admin Expense Budget
TOTAL ALL POLICIES	\$ 233,715	\$ 243,939	4.4%	Total

Background

The property insurance policy is based on the value of our property and equipment at \$57.3 million.

Fiscal Impact

The total cost of the property insurance renewal for FY1415 is \$180,398 and is included in the FY1415 budget. The budget amount is slightly higher due to the estimated higher renewal on March 1, 2015 for GL and Excess Liability policies

We do not have earthquake insurance which would cost approximately \$425,000, have a 10% deductible, and a maximum limit of \$15,000,000. Fewer than 5% of policy holders have this insurance. This is coverage that the Board may want to consider but it is very expensive with a very high deductible and limited coverage.

Attachments:

Resolution 2014-11

Exhibit A – 2014 Property Insurance Quote



RESOLUTION NO. 2014-11

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING PROPERTY INSURANCE POLICY RENEWAL

WHEREAS, the South Bayside Waste Management Authority Board of Directors has considered the renewal of business insurance policies as displayed in Exhibit A.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves the renewal of the property insurance policy with Hanover at \$180,398.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 26th day of June, 2014, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist.				

I HEREBY CERTIFY that the foregoing Resolution No. 2014-11 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on June 26, 2014.

ATTEST:

Bill Widmer, Chairperson of SBWMA

Cyndi Urman, Board Secretary



RISK STRATEGIES COMPANY

License #OF06675
 2000 Alameda de las Pulgas, Suite 101
 San Mateo CA 94403
 Main Telephone: (650) 762-0400
 Main Fax: (650) 762-0490
www.risk-strategies.com

Property Insurance Renewal Proposal
South Bayside Waste Management Authority
 Effective Date: July 1, 2014

	<u>Location</u>	<u>Coverage</u>	<u>Limit</u>	<u>Rate</u>	<u>Premium</u>
1	225-333 Shoreway Road San Carlos, CA	Building Personal Property Business Income	\$37,049,350 \$20,215,800 \$4,514,000	.259 .259 .259	\$95,958 \$52,359 \$11,691
2	610 Elm Street, Ste. 202 San Carlos, CA	Personal Property Business Income	\$90,000 \$100,000	.182 .182	\$164 \$182
3	Locations 1 and 2	Equipment Breakdown Including Production Equipment Sub-limits: Expediting expenses Refrigerant contamination Utility interruption Spoilage	at stated policy limits \$50,000 \$50,000 \$50,000 \$50,000		\$20,044
4	Locations 1 and 2	Accounts Receivable	\$25,000		N/C
5	Locations 1 and 2	Valuable Papers	\$25,000		N/C
6	Locations 1 and 2	Information Systems	\$50,000		N/C
7	Locations 1 and 2	Terrorism at Stated Limits and Deductibles			REJECTED

Total Premium	\$180,398
----------------------	------------------

Deductibles:

\$5,000 per loss, per location except
 \$10,000 for equipment breakdown property damage
 3X ADV for equipment breakdown business income
 \$1,000 for accounts receivable, valuable papers and information systems

Last Year's Premium: \$172,040
 5% increase in Premium

Conditions:

-Coverage for vacant and/or idle buildings is excluded.
 -Coverage for solar panels and solar panel related equipment is excluded.

**POLICYHOLDER DISCLOSURE OF PREMIUM
NOTICE OF TERRORISM
INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURER’S LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

I hereby elect to purchase terrorism coverage for a prospective premium of \$ 5,015.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant Signature

Print Name

Date

Name of Insurer: Verlan Fire Insurance Company

Policy Number: M002678-14

First Named Insured: South Bayside Waste Management Authority

Terrorism Sel-Rej 1-08



STAFF REPORT

To: SBWMA Board Members
From: Hilary Gans, Facility Operations Contract Manager
Date: June 26, 2014 Board of Director's Meeting
Subject: Resolution Approving Agreement with Cosco Fire Protection for Installation of Fire Protection Controls in Shoreway Environmental Center Buildings

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2014-12 attached hereto authorizing the following action:

Approval of an agreement with Cosco Fire Protection for the installation of fire protection controls in Shoreway Environmental Center MRF and Transfer Station buildings.

Background

There have been fires at the MRF and transfer station in the past year (specifically, three fires at the MRF in the material tipping area and one at the transfer station in the self haul construction and demolition materials). Though the fires were contained by SBR staff with the assistance of the San Carlos fire department and did not cause damage to the facilities, in the post incident review meetings, SBWMA staff and SBR personnel identified the need for additional fire suppression capabilities. The Board approved the capital budget amount of \$140,000 for FY13/14 for the purpose of additional fire suppression capacity.

Staff conducted a competitive bid process that involved three companies, Cosco Fire Protection, Walschon Fire Protection, and Lundgren Fire Services. Cosco Fire Protection was selected to perform the work because they were lowest bid (they provided a bid that was roughly half the cost of the next lowest bid), and because Cosco performed well on a prior contract with the SBWMA with the installation of the original building sprinkler system. This project is the last of several projects that have been completed in FY13/14 that augment the in-buildings' fire suppression systems.

Fiscal Impact

This additional fire suppression at the Shoreway Environmental Center is an anticipated capital expense that was budgeted in FY13/14 and sufficient funds are available for the project.

Attachments:

Resolution 2014-12



RESOLUTION NO. 2014-12

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS APPROVING AN AGREEMENT WITH COSCO FIRE PROTECTION FOR THE INSTALLATION OF FIRE PROTECTION CONTROLS IN THE SHOREWAY ENVIRONMENTAL CENTER BUILDINGS

WHEREAS, the SBWMA is responsible for maintaining and protecting the buildings and facilities in good working order and in compliance with regulations;

WHEREAS, the MRF and transfer station are in need of additional fire protection due to the analyses of previous fire events;

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby approves an agreement with Cosco Fire Protection.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the **26th day of June 2014**, by the following vote:

Agency	Yes	No	Abstain	Absent	Agency	Yes	No	Abstain	Absent
Atherton					Menlo Park				
Belmont					Redwood City				
Burlingame					San Carlos				
East Palo Alto					San Mateo				
Foster City					County of San Mateo				
Hillsborough					West Bay Sanitary Dist				

I HEREBY CERTIFY that the foregoing Resolution No. 2014-12 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on **June 26th 2014**.

ATTEST:

Bill Widmer, Chairperson of SBWMA

Cyndi Urman, Board Secretary