



ADMINISTRATION AND FINANCE

STAFF REPORT

To: SBWMA Board Members
From: Joe La Mariana, Executive Director
Date: September 28, 2017 Board of Directors Meeting
Subject: Resolution Authorizing the Executive Director to Execute a Contract with Steven Sherman Consulting to Provide Public Education Managerial Coverage and Program Support During a Disability Leave

Recommendation

It is recommended that the SBWMA Board of Directors approve Resolution No. 2017-31 attached hereto authorizing the following action: **Resolution Authorizing the Executive Director to Execute a Contract with Steven Sherman Consulting to provide Public Education Managerial Coverage, and Program Support during an extended Disability Leave.**

Analysis

Faustina Mututa, the SBWMA's Environmental Education Programs Manager has advised the Agency that she will require an extended disability leave from November 13, 2017 through June 4, 2018 as her family expands. To help fill this important staffing gap during her absence, staff recommends that Steven Sherman Consulting (Sherman) be contracted to provide managerial coverage for public education and program support during this period. Sherman is a well-respected consulting firm in our industry, and is a trusted resource to our Agency having performed a variety of assignments over the years. If approved, Sherman will provide senior-level managerial coverage to support the following public educational program and community engagement activities:

1. The Agency's award-winning Tour Program that will host 100+ tours during this period.
2. Work closely with the SBWMA's Environmental Education Associate, Madison Guzman, to support high-profile community events such as America Recycles Day and Earth Day by planning, promoting and implementing the events.
3. Orient, train and manage two new Environmental Education Fellows who will be joining our team in October 2017. Together, Sherman and the Fellows will plan, implement, and provide strategic guidance for the In-School Recycling Pilot Program as identified in the SBWMA's 2015 Long Range Plan.
4. Will work closely with the Agency's new Recycling Programs Outreach Manager (expected to join our team in November/December 2017) and the Recology Zero Waste Team to develop and implement the Public Outreach Plan for 2018 and beyond.

Details of specific program support deliverables are found in the attached Scope of Work, in Exhibit A.

Background

During the six years that SBWMA staff has provided over 1,200 tours of the Shoreway facility, staff has learned from teachers and students that many schools in the SBWMA service area have deficient recycling programs and lack basic recycling infrastructure. To quantify the school recycling gap, SBWMA staff researched school diversion rates and infrastructure and found that school recycling rates lag behind the SBWMA average and most schools lack the same recycling and composting infrastructure common to residential and commercial customers. Since schools are outside of the franchise services, they have not been receiving recycling assistance from Recology or the SBWMA. The **In-School Recycling Education & Assistance Program** is intended to address this gap and boost school recycling rates. The services included in this contract will provide important managerial-level coverage for the Agency during this pivotal time of this program's development.

Fiscal Impact

The estimated cost of the of the professional services agreement is \$63,000 (budget line item 3 titled "AB 939 Program Staff). Forty-one percent, or \$26,069.12, of this figure is estimated to be a direct offset to Mrs. Mututa's salary while her compensation is provided through the State of California's Pregnancy Disability Leave fund. All Sherman services will be billed to the Agency on a time and materials basis.

Attachments:

Resolution 2017- 31

Exhibit A – DRAFT Professional Services Agreement with Steven Sherman Consulting



RESOLUTION NO. 2017- 31

RESOLUTION OF THE SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH STEVEN SHERMAN CONSULTING TO PROVIDE PUBLIC EDUCATION MANAGERIAL COVERAGE AND PROGRAM SUPPORT DURING A DISABILITY LEAVE

WHEREAS, the South Bayside Waste Management Authority (SBWMA) Board of Directors has considered entering a contract with Steven Sherman Consulting for the purpose of providing the following services:

Public Education Program managerial coverage and general program support during an extended staff Disability Leave period that is anticipated to be from November 13, 2017 through June 8, 2018, including:

1. Managing the SBWMA's award-winning facility tour program.
2. Working closely with the Agency's Environmental Education Associate to maintain continuity with America Recycles Day and Earth Day Community events.
3. Orienting, training and collaborating with two new Public Education Fellows as they implement a new in-school educational model pilot program, and
4. Working closely with the SBWMA's new Recycling Programs and Outreach Manager and the Recology Zero Waste Team to develop and implement a 2018 Public Education Plan.

NOW, THEREFORE BE IT RESOLVED that the South Bayside Waste Management Authority hereby authorizes the Executive Director to execute a contract with Steven Sherman Consulting, attached hereto as Exhibit A.

PASSED AND ADOPTED by the Board of Directors of the South Bayside Waste Management Authority, County of San Mateo, State of California on the 28th day of September, 2017, 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. 2017- 31 was duly and regularly adopted at a regular meeting of the South Bayside Waste Management Authority on September 28, 2017.

ATTEST:

Bob Grassilli, Chairperson of SBWMA

Cyndi Urman, Board Secretary



A Public Agency

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **29th day of September 2017**, by and between the **South Bayside Waste Management Authority** hereinafter "SBWMA", and **Steven Sherman Consulting** 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 Public Education Managerial Coverage, and Program Support during a Disability Leave** as outlined in Attachment 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 upon execution and shall continue for completion of tasks within seven months, November 13, 2017 to June 8, 2018 (duration of staffing gap, including important overlapping continuity). 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 not to exceed **\$63,000.00**
Invoices for payment shall be submitted monthly to SBWMA and shall contain the information shown in Exhibit B hereto.

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 grossly 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 email or by first class mail, postage prepaid, addressed as follows:

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

Consultant: **Steven Sherman Consulting**
Steven Sherman
3141 Lewiston Avenue, Suite B
Berkeley, California 94705
Phone: 510.773.2776
Email: stevenericsherman@gmail.com

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: _____
Joe La Mariana, Executive Director, SBWMA

DATED: _____, 2017

APPROVED AS TO FORM:

Jean Savaree, SBWMA ATTORNEY

DATED: _____, 2017

CONSULTANT:

BY: _____
Steven Sherman, Principal

DATED: _____, 2017

NOTICE TO PROCEED

BY: _____
Cyndi Urman, Board Secretary

DATED: _____, 2017



Exhibit A (Scope of Work)

Steven Sherman Consulting

Managing Resources, Delivering Results

Scope of Work for the South Bayside Waste Management Authority (SBWMA)

The purpose of this engagement is to provide professional services to the SBWMA, in support of SBWMA's efforts to provide cost-effective waste reduction, recycling, and organics management services to its member agencies and customers, in accordance with SBWMA, member agency, San Mateo County, and State of California goals, policies and regulations.

Steven Sherman Consulting ("Consultant") will perform the following tasks, with the following estimated relative allocations of effort, in accordance with the attached professional services contract:

1. **Tour Program Management (5%)** – Work closely with Environmental Education Staff to ensure the continuous safe operation of the Environmental Education Tour Program. Provide program statistics/updates, as needed, to the Executive Director.
2. **Community Events at Shoreway Environmental Center (10%)** – Assist with the planning, promotion and implementation of America Recycles Day and Poster Contest (November) and Earth Day and Trash to Art Contest (April). Deliverables include, but are not limited to, collaborating with Recology San Mateo County and South Bay Recycling, developing and sending out press releases, promoting events via news and social media, and coordinating with Member Agency staff to promote events. This task includes working on-site during these two events in a lead manager capacity, including directing event set-up/breakdown staff and support stakeholder activities.
3. **In-School Recycling Pilot Program (35%)** – Provide strategic guidance to launch of pilot programs to establish and enhance In-School Recycling in one School District – Redwood City. Specific tasks include identifying needs and developing plans, priorities, and implementation steps working together with school administration and facility staff as well as waste hauler. Develop metrics that will be used to assess the pilots' success, including, but not limited to, increased waste reduction, recycling and composting. Identify measurement tools for evaluating impact beyond the schools to increase waste prevention and recycling in the community.
4. **Manage two Environmental Education Fellows (35%)** – New to SBWMA staff are two Environmental Education Fellows who will both provide Tour Program support and be instrumental in the In-School Recycling Pilot. Consultant will provide strategic guidance and oversight of program deliverables, including necessary orientation, training, and coaching, as needed
5. **Shred and E-Waste Events (5%)** – Consultant, in collaboration with the new Recycling Programs Outreach Manager and Recology's Zero Waste Team, will plan and coordinate the Shred and E-Waste events for calendar year 2018. This work involves coordinating with SBWMA's vendors to ensure delivery of services.

Steven Sherman Consulting

Managing Resources, Delivering Results

6. **Work closely with new Recycling Programs Outreach Manager (10%)** – Consultant will collaborate in the development and implementation of the Public Education and Outreach Plan for 2018.
7. **Additional Services: This task includes additional services** that fit within the general scope and purpose of this engagement, on an as-needed basis, as mutually agreed in writing in advance. Such services will be appended to this Scope of Work and will not constitute a change in the Consultant’s professional services contract.

All services are to be provided by the Consultant to the Agency on a time and materials basis.

In addition to meetings to be scheduled on an as-needed basis, it is anticipated that the Consultant will spend an average of approximately five to seven workdays per month at the SBWMA offices. These in-office days will be dedicated to coordinating with SBWMA staff, planning work, and presenting progress reports on work tasks.

Duration of services	November 1 to May 31 (7months)
Consultant’s rate per hour:	\$150
Expenses:	Billed at cost (e.g., IRS mileage rate)
Estimated hours per month:	50-60
Total Estimated billing per month	\$7,500-9,000

3141 Lewiston Avenue, Suite B Berkeley, California 94705 • 510.773.2776 •
stevenerics Sherman@gmail.com

EXHIBIT B (Sample Invoice)

Items highlighted yellow must be included on the invoice for approval format of invoice is just a sample

INVOICE

Your Company Name
 Address
 City State Zip
 Phone Number

Date:
 Project Number:
 Invoice Number:

RethinkWaste
 Attn: Project Manager
 610 Elm Street, Suite 202
 San Carlos, CA 94070

SBWMA Project: Project Title Purchase Order Number: PO Number
 Invoice for Professional Services from 1/1/15 to 1/31/15

TASK 1 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	1.5	\$200.00	\$300.00
Jane Smith	1.0	\$100.00	\$100.00
TOTALS:	2.0		\$400.00

TOTAL THIS TASK: \$400

TASK 2 TITLE/Description

Professional Personnel:	Hours:	Rate:	Amount:
John Doe	3.0	\$200.00	\$600.00
TOTALS:	3.0		\$600.00

TOTAL THIS TASK: \$600.00

TOTAL THIS INVOICE \$1,000.00

BILLING LIMITS:

Total Contract Amount		\$10,000.00
Prior Invoices	0%	\$0.00
Current Contract Balance	100%	\$10,000.00
This Invoice	10%	\$1,000.00
Contract Balance	90%	\$9,000.00

