

San Luis Obispo County Integrated Waste Management Authority

BOARD MEETING AGENDA

Wednesday, November 13, 2024, 1:30 PM

In-Person Meeting:

County of San Luis Obispo Government Center

Board of Supervisor Chambers

1055 Monterey Street, | San Luis Obispo, CA 93408



Mission Statement:

The Mission of the IWMA is to provide coordinated efforts to follow state waste and recycling policy on behalf of member agencies through practical, cost-effective programs, education, and technical support.

BOARD OF DIRECTORS:

Robert Robert, President, City of Grover Beach

James Guthrie, Vice President, City of Arroyo Grande

Jan Marx, Past President, City of San Luis Obispo

Charles Bourbeau, City of Atascadero

Jimmy Paulding, County of San Luis Obispo, District 4 Supervisor

John Hamon, City of El Paso de Robles

Laurel Barton, City of Morro Bay

Robert Enns, Special Districts

Scott Newton, City of Pismo Beach

Instructions For Written Public Comment:

Written Public Comment must be submitted by 9:00 AM the day of the meeting. Community members are encouraged to submit written public comment via email to Andrea Biniskiewicz, Clerk of the Board, at abiniskiewicz@iwma.com. Agenda correspondence received by 9:00 AM on the meeting day will be posted on the [IWMA website](#) and become part of the official record of the Board Meeting. Community members may attend the meeting in person at the San Luis Obispo County Government Center, Board of Supervisor Chambers, 1055 Monterey Street, San Luis Obispo, CA 93408.

Americans with Disabilities Act Compliance:

In compliance with the Americans with Disabilities Act (ADA), the IWMA is committed to including the disabled in all its services, programs, and activities. If you need special aid to participate in this meeting, please get in touch with Andrea Biniskiewicz, Clerk of the Board, at least 72 hours before the meeting to enable the IWMA to make reasonable arrangements to ensure accessibility to the meeting. The IWMA Clerk of the Board can be reached at (805) 781-2191 and through email at abiniskiewicz@iwma.com

1. **Call To Order**
2. **Roll Call**
3. **Pledge Of Allegiance**

Non-Agenda Public Comment Period

PRESENTATIONS

4. **Executive Director's Report**
Led by Peter Cron, Executive Director.

Consent Agenda Public Comment Period

CONSENT AGENDA

- 5. Executive Committee Minutes Receive and File – September 26, 2024** [Page 4](#)
Recommendation: Receive and file the September 26, 2024, Executive Committee Meeting Minutes.
- 6. Board Meeting Minutes Review – September 11, 2024** [Page 8](#)
Recommendation: Approve the September 11, 2024, Board Meeting Minutes.
- 7. Monthly Financial Reports** [Page 12](#)
Recommendation: Receive and file the attached monthly financial reports.
- 8. Harshwal & Company LLP Auditing Services Engagement Letter** [Page 25](#)
Recommendation: Authorize the Board President to sign an Engagement Letter with Auditor Harshwal for auditing services of the fiscal years ending on June 30 in 2025, 2026, and 2027.
- 9. Resolution 2024-11-01, Budget Adjustment Request – Capital Outlay** [Page 35](#)
Recommendation: Approve Resolution 2024-11-01, authorizing the Board President and Executive Director to sign a Budget Adjustment Request (BAR) for Capital Outlay of \$900,000, to complete the purchase of the 555 Chorro Street, San Luis Obispo building.
- 10. 2025 IWMA Calendar** [Page 38](#)
Recommendation: Approve the 2025 IWMA Calendar for Board of Directors meetings, Executive Committee Meetings, and Holidays.

Regular Agenda Public Comment Period

REGULAR AGENDA

- 11. Technical Assistance Grant Application - City of Arroyo Grande** [Page 40](#)
Recommendation: Authorize the Executive Director to award \$10,000 in grant funds to the City of Arroyo Grande to purchase water bottle filling stations for city facilities to assist with the City's waste reduction efforts of single-use plastic bottles.
- 12. Technical Assistance Grant Application – ECOSLO** [Page 48](#)
Recommendation: Authorize the Executive Director to award \$10,000 in grant funds to ECOSLO to help businesses reduce single-use waste through the “Reusables Rebate” initiative, two annual in-person events, and social media content.
- 13. Solid Waste Management Fee Study – Contract Recommendation** [Page 53](#)
Recommendation: A) Approve and accept staff's ranking and recommendation of R3 Consulting; and B) authorize staff to negotiate and finalize the contract for a Solid Waste Management Fee with R3 Consulting; and C) authorize the Board President to sign the final contract with R3 Consulting.
- 14. Waste Characterization Study – Contract Recommendation** [Page 76](#)
Recommendation: A) Approve and accept staff's ranking and recommendation of MSW Consultants; and B) authorize staff to negotiate and finalize the contract for a Waste Characterization Study with the MSW Consultants; and C) authorize the Board President to sign the final contract with MSW Consultants.

15. Video Content Production – Contract Recommendation Page 97

Recommendation: A) Approve and accept staff’s ranking and recommendation of Out West Digital; and B) authorize staff to negotiate and finalize the contract for Video Content Production with Out West Digital; and C) authorize the Board President to sign the final contract with Out West Digital.

Closed Session Public Comment Period

CLOSED SESSION

The Board of Directors will recess into closed session pursuant to the Ralph M. Brown Act on the following item:

16. Public Employee Performance Evaluation - Executive Director

Pursuant to Government Code § 54957(b)(1) -- Title: Executive Director.

Readjourn to Open Session and Closed Session Report

17. Board Member Communications

Provides board members an opportunity to make an announcement and briefly report on their activities directly related to agency business.

ADJOURNMENT

2024 Upcoming Meetings and Events		
Board of Directors		2025 Calendar TBD
Executive Committee	December 12, 2024	2025 Calendar TBD

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Andrea Biniskiewicz, Clerk of the Board
RE: Executive Committee Minutes Receive and File – September 26, 2024

BACKGROUND:
N/A

RECOMMENDATION:
Receive and file the September 26, 2024, Executive Committee Meeting Minutes.

FISCAL IMPACT:
N/A

ATTACHMENTS:
A. 09-26-24 EC Minutes



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
Connecting the Community to Waste Solutions

Executive Committee Meeting Minutes

September 26, 2024, 10:00 AM
870 Osos Street, San Luis Obispo, CA. 93401

Executive Committee Members:

President, Robert Robert, City of Grover Beach
Vice President, James Guthrie, City of Arroyo Grande
Past President, Jan Marx, City of San Luis Obispo

1. Call To Order

Vice President Guthrie called the Executive Committee to order on September 26, 2024, at 10:28 AM.

2. Roll Call

Committee Members Present: Guthrie, Marx
Committee Members Absent: Robert

3. Pledge Of Allegiance

Closed Session Public Comment Period

No public comment submitted.

Presentation

4. Executive Directors Report

Presented by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

No public comment submitted.

Consent Agenda

5. Executive Committee Meeting Minutes Review – August 30, 2024

Recommendation: Approve the August 30, 2024, Executive Committee Meeting Minutes.

Motion By Past President Marx
Second By Vice President Guthrie

To approve Item 5.

Motion approved on the following roll call vote:

Ayes: Marx, Guthrie

Noes: None

CARRIED (2 to 0)

Regular Agenda Public Comment Period

No public comment submitted.

Regular Agenda

6. Request for Proposal for Video Content Production

Recommendation: 1) Approve the Request for Proposal for Video Content Production and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

Motion By Past President Marx
Second By Vice President Guthrie

To approve Item 6.
Motion approved on the following roll call vote:
Ayes: Marx, Guthrie
Noes: None

CARRIED (2 to 0)

7. Request for Proposal for Waste Characterization Study

Recommendation: 1) Approve the Request for Proposal for Waste Characterization Study and 2) grant the Executive Director authority to release the RFP, review, and rank proposals to bring back to the IWMA Board of Directors for final selection and contract award.

Motion By Vice President Guthrie
Second By Past President Marx

To approve Item 7.
Motion approved on the following roll call vote:
Ayes: Marx, Guthrie
Noes: None

CARRIED (2 to 0)

8. Amend the 2024 Board of Directors Meeting Calendar – October 9, 2024

Recommendation: Amend the 2024 IWMA Board of Directors Meeting Calendar to cancel the October 9, 2024, IWMA Board of Directors Meeting.

Motion By Vice President Guthrie
Second By Past President Marx

To approve Item 8.
Motion approved on the following roll call vote:
Ayes: Marx, Guthrie
Noes: None

CARRIED (2 to 0)

9. Executive Committee Member Communications

No action.

Adjournment

10:55 AM



Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County Integrated Waste Management Authority

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Andrea Biniskiewicz, Clerk of the Board
RE: Board Meeting Minutes Review – September 11, 2024

BACKGROUND:
N/A

RECOMMENDATION:
Approve the September 11, 2024, Board Meeting Minutes.

FISCAL IMPACT:
N/A

ATTACHMENTS:
A. BOD DRAFT Minutes – September 11, 2024



Board of Directors Meeting Minutes

Wednesday, September 11, 2024, 1:30 PM
County of San Luis Obispo Government Center
Board of Supervisor Chambers
1055 Monterey Street, San Luis Obispo, CA, 93408

Board of Directors:

Robert Robert, President, City of Grover Beach
James Guthrie, Vice President, City of Arroyo Grande
Jan Marx, Past President, City of San Luis Obispo
Charles Bourbeau, City of Atascadero
Jimmy Paulding, County of San Luis Obispo, District 4 Supervisor
John Hamon, City of El Paso de Robles
Laurel Barton, City of Morro Bay
Robert Enns, Special Districts
Scott Newton, City of Pismo Beach

1. Call to Order

President Robert called the Board Meeting to order on September 11, 2024, at 1:30 P.M.

2. Roll Call

Board Members Present: Barton, Bourbeau, Enns, Guthrie, Hamon, Marx, Newton,
Paulding, President Robert
Absent: None

3. Pledge of Allegiance

Non-Agenda Public Comment Period

No public comment submitted.

Presentation

4. Executive Directors Report

Presented by Executive Director, Peter Cron.

5. Residential Outreach Survey Report – Gigantic Ideas Studio

Presented by Ashley Kuder, Program Coordinator.

Consent Agenda Public Comment Period

No public comment submitted.

Consent Agenda

6. Executive Committee Meeting Minutes Receive and File – August 1, 2024

Receive and file the August 1, 2024, Executive Committee Meeting Minutes.

7. Board Minutes Review – August 14, 2024

Recommendation: Approve the August 14, 2024, Board Meeting Minutes.

8. Monthly Financial Reports

Recommendation: Receive and file the attached monthly financial reports.

Motion by: Bourbeau

Second by: Marx

To approve Items 6, 7 & 8.

Motion approved by a unanimous voice vote:

Ayes: Hamon, Marx, Barton, Bourbeau, Enns, Guthrie, Newton, Paulding, Robert

Noes: None

CARRIED (8-0)

Regular Agenda Public Comment Period

No public comment submitted.

Regular Agenda

9. Technical Assistance Grant Application – City of Pismo Beach

Recommendation: Authorize the Executive Director to award \$10,000 in grant funds to the City of Pismo Beach to purchase and install two water bottle filling stations at Spyglass Park and Memory Park to assist with the City of Pismo Beach’s waste reduction efforts.

Motion by: Marx

Second by: Hamon

To approve Items 9.

Ayes: Marx, Hamon, Barton, Bourbeau, Enns, Guthrie, Paulding, Robert

Noes: None

Abstain: Newton

CARRIED (7-0-1)

10. Legislative Platform Discussion

Recommendation: Review and discuss legislative platform options that best meet the goals and objectives of the SLO County IWMA, and direct staff to adopt a policy reflecting the board's decision.

The Board Members directed the Executive Committee to prepare and provide an IWMA Legislative Platform Policy and Procedure.

Closed Session Agenda Public Comment Period

No public comment submitted.

CLOSED SESSION

The Board will recess into closed session pursuant to the Ralph M. Brown Act on the following items:

11. Conference with Real Property Negotiators

Pursuant to Government Code section 54956.8: Conference with Real Property Negotiators Regarding: APN 002-292-029, 555 Chorro Street, San Luis Obispo, CA 93401. Agency Representative: Peter Cron, Executive Director.

Time Out: 2:32 PM

Readjourn to Open Session and Closed Session Report

Time In: 2:48 PM

Legal Counsel reported: *Board of Directors unanimously voted to authorize the purchase of the property located at 555 Chorro Street, Unit D, subject to the terms and conditions in the Purchase Agreement, as amended, and to authorize the President to perform any further acts and to execute and deliver any documents which may be reasonably necessary to effectuate this approval.*

Board Member Communications

Adjournment: 2:51 PM

Sasha Del Giorgio, Clerk of the Board
San Luis Obispo County
Integrated Waste Management Authority

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Monthly Financial Reports

BACKGROUND:

Below are the final financial reports for July 2024, August 2024 and September 2024. The attached presentation of revenues is structured upon cash inflows and outflows, providing the Board with a more comprehensive and transparent understanding of the financial position of our agency.

July 2024 - Final

• Revenue Received Report	\$458,981.77
• Expenditure Report	\$367,147.79
• Credit Card Report	\$4,063.67

August 2024- Final

• Revenue Received Report	\$ 160,349.86
• Expenditure Report	\$ 151,043.96
• Credit Card Report	\$ 10,442.44

September 2024- Final

• Revenue Received Report	\$ 170,548.35
• Expenditure Report	\$ 300,237.08
• Credit Card Report	\$ 2,599.96

RECOMMENDATION:

Receive and file the attached monthly financial reports.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. July 2024 Final Financial Report
- B. August 2024 Final Financial Report
- C. September 2024 Final Financial Report

**IWMA Revenue Received-Cash Basis
July 2024
FINAL**

	Total
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	0.56
Total 400 Non_Operation Revenue	\$ 0.56
435 Operation Revenue	
4350200 CESQG Payment	2,363.50
4350820 Solid Waste Management Fee	305,516.01
4350825 Landfill Tipping Fee Surcharge	146,407.75
4350955 Retail Take Back Fees	4,154.00
Total 435 Operation Revenue	\$ 458,441.26
Services	805.95
Unapplied Cash Payment Income	-266.00
Total Income	\$ 458,981.77

**San Luis Obispo County IWMA Expense
Report-Accrual Basis July 2024
FINAL**

Purchase order date	Vendor name	Brief Description	Amount
07/01/2024	Mountaineer IT Inc	IT Services	\$ 1,431.23
07/01/2024	Vintage Properties	Office Space Rent/Lease	\$ 1,890.00
07/01/2024	San Luis Garbage Company	Utilities - Trash Service	\$ 43.69
07/01/2024	Rainscape	Landscape Services	\$ 125.00
07/01/2024	San Luis Obispo Chamber of Commerce	Chamber of Commerce Membership	\$ 399.00
07/01/2024	Gaspar Soilbuilders LLC	Compost Rebate Program	\$ 6,093.60
07/01/2024	Cold Canyon Landfill SLO	E-Waste Collection	\$ 2,000.00
07/01/2024	Andrea Biniskiewicz	Social Media Management	\$ 2,560.00
07/01/2024	Astound Business Solutions	Office Telephone Services	\$ 295.78
07/01/2024	Richetti Water Solutions	Reverse Osmosis System	\$ 19.95
07/01/2024	Central Paper Supply	Delivery Services	\$ 975.00
07/02/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 365.69
07/02/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 140.03
07/02/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 3,570.99
07/02/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 3,086.74
07/02/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 1,367.40
07/02/2024	Mid-Coast Fire	HHW Fire System Maintenance	\$ 351.66
07/02/2024	Pacific Waste Services	E-Waste Collection	\$ 2,000.00
07/02/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
07/02/2024	AGP Video	Board Meeting Video Recording	\$ 700.00
07/02/2024	Streamline	Web Site Hosting	\$ 2,988.00
07/02/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
07/04/2024	DocuSign		\$ 5,468.00
07/04/2024	Charter Communications/Spectrum	Utilities - Internet	\$ 129.99
07/05/2024	SDRMA	EE Benefits	\$ 7,270.82
07/05/2024	Science Discovery	Outreach and Education	\$ 804.43
07/05/2024	Science Discovery	Outreach and Education	\$ 22,305.75
07/05/2024	Science Discovery	Outreach and Education	\$ 660.00
07/09/2024	Sure Close Inc		\$ 14,900.00
07/09/2024	Los Osos / Baywood Chamber of Commerce	Chamber of Commerce Membership	\$ 250.00
07/09/2024	Atlas Performance Industries, Inc.	HHW E-Waste Storage Containers	\$ 130.00
07/10/2024	First American Title Company		\$ 20,000.00
07/10/2024	CA Secretary of State		\$ 6.00
07/10/2024	Atlas Performance Industries, Inc.	HHW E-Waste Storage Containers	\$ 130.00
07/11/2024	Alianza	E-Waste Collection	\$ 6,519.10
07/12/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 983.35
07/12/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 550.00

**San Luis Obispo County IWMA Expense
Report-Accrual Basis July 2024
FINAL**

Purchase order date	Vendor name	Brief Description	Amount
07/12/2024	Paso Robles Waste Disposal	Curbside Oil Pickup	\$ 1,500.00
07/15/2024	Adamski Moroski Madden Cumberland & Green	Legal Services	\$ 8,084.07
07/15/2024	City of San Luis Obispo - Water	Utilities - Water	\$ 52.65
07/16/2024	SoCalGas	Utilities - Gas	\$ 17.14
07/16/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
07/18/2024	San Miguel Garbage Co		\$ 1,000.00
07/19/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 3,131.28
07/19/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,367.40
07/19/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 2,536.74
07/19/2024	Nationwide Retirement PEHP	Nationwide PEHP Staff	\$ 320.67
07/19/2024	Nationwide Retirement PEHP	Nationwide PEHP ED	\$ 140.03
07/19/2024	Nationwide Retirement Solutions Standard 457	Nationwide 457 ED	\$ 1,038.00
07/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
07/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
07/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
07/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
07/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
7/21/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
07/22/2024	Executive Janitorial	Janitorial Services	\$ 295.00
07/25/2024	B&T Construction	Construction	\$ 4,460.00
07/26/2024	Charter Communications/Spectrum	Utilities - Internet	\$ 44.99
07/28/2024	Brown Armstrong Accountancy Corp	Audit Assistance	\$ 2,000.00
07/29/2024	SDRMA	Property Liability 2024-2025	\$ 45,486.74
07/30/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
07/31/2024	Alexa Heter	Controller Services	\$ 2,000.00
07/31/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	\$ 2,000.00
07/31/2024	Gaspar Soilbuilders LLC	Compost Rebate Program	\$ 6,725.30
07/31/2024	San Miguel Roll-Off Co., Inc.	Compost Rebate Program	\$ 637.80
07/31/2024	Science Discovery	Outreach and Education	\$ 42,964.00
07/31/2024	Science Discovery	Outreach and Education	\$ 217.00
07/31/2024	Science Discovery	Outreach and Education	\$ 480.50
07/31/2024	Andrea Biniskiewicz	Social Media Management	\$ 2,560.00
07/31/2024	Clean Earth Environmental		\$ 67,634.00
	Jul-24 Credit Card Charges		\$ 4,063.67
	Jul-24 Wages & Benefits less stated above		\$ 53,298.48
	Jul-24 Payroll Processing Charges		\$ 727.70
	Jul-24 QB Credit Card Processing Charges		85.74
TOTAL EXPENSES			\$ 367,147.79

**San Luis Obispo County IWMA Credit Card Expense
Report July 2024
FINAL**

Date	Name	Memo/Description	Category	Amount
07/01/2024	ASAP Reprographics	23/24 OPP Grant Used Oil Cycle 14	5050290 Services and Supplies:Other Minor Equipment	529.82
07/01/2024	USPS	Stamps	5050335 Services and Supplies:Postage	136.00
07/01/2024	Facebook		5050015 Services and Supplies:Advertising	35.00
07/04/2024	Webstaurant		5050255 Services and Supplies:Memberships	107.66
07/04/2024	Facebook		5050015 Services and Supplies:Advertising	35.00
			5050070 Services and Supplies:Computer	
07/04/2024	Real World Training		Software	29.95
07/06/2024	Facebook		5050015 Services and Supplies:Advertising	35.00
07/06/2024	Facebook		5050015 Services and Supplies:Advertising	11.74
07/06/2024	Facebook		5050015 Services and Supplies:Advertising	3.15
07/10/2024	Intuit	QuickBooks Online - Annual	Software	2,160.00
07/10/2024	USPS	Stamps	5050335 Services and Supplies:Postage	68.00
07/12/2024	USPS	Stamps	5050335 Services and Supplies:Postage	136.00
		22/23 Cycle 4 SB 1383 Local	5050340 Services and Supplies:Contracted	
07/12/2024	Zazzle	Assistance Grant Program	Services	25.47
			5050070 Services and Supplies:Computer	
07/14/2024	Microsoft		Software	513.00
			5050070 Services and Supplies:Computer	
07/14/2024	Microsoft		Software	6.00
07/16/2024	USPS	Certified Mail	5050335 Services and Supplies:Postage	32.76
07/17/2024	USPS	Certified Mail	5050335 Services and Supplies:Postage	11.54
	Zoom Video Communications		5050070 Services and Supplies:Computer	
07/21/2024	Settlement Administration	Zoom - Annual	Software	167.58
			5050070 Services and Supplies:Computer	
07/24/2024	Mailchimp		Software	20.00
TOTAL CREDIT CARD CHARGES				\$ 4,063.67

**San Luis Obispo County IWMA
Revenue Received- Cash Basis
August 2024- FINAL**

	Total
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	0.36
Total 400 Non_Operation Revenue	\$ 0.36
435 Operation Revenue	
4350200 CESQG Payment	2,800.25
4350820 Solid Waste Management Fee	99,580.09
4350825 Landfill Tipping Fee Surcharge	50,669.55
4350955 Retail Take Back Fees	4,657.50
4450020 Hazardous Waste Credits	2,642.11
Total 435 Operation Revenue	\$ 160,349.50
Total Income	\$ 160,349.86

San Luis Obispo County IWMA
Expense Report- Accrual Basis
August 2024- FINAL

Purchase order date	Vendor name	Brief Description	Amount
08/01/2024	Rainscape	Landscape Services	\$ 125.00
08/01/2024	Carlos Bonino	CRP August 2024	\$ 438.60
08/01/2024	Cold Canyon Landfill SLO	E-Waste Collection	\$ 2,000.00
08/01/2024	Pacific Waste Services	E-Waste Collection	\$ 2,000.00
08/01/2024	Richetti Water Solutions	Reverse Osmosis System	\$ 19.95
08/01/2024	Astound Business Solutions	Office Telephone Services	\$ 295.78
08/01/2024	San Luis Garbage Company	Utilities - Trash Service	\$ 42.62
08/01/2024	Mountaineer IT Inc	IT Services	\$ 1,312.23
08/01/2024	Vintage Properties	Office Space Rent/Lease	\$ 1,890.00
08/02/2024	Nationwide Retirement PEHP	Nationwide PEHP ED	\$ 325.87
08/02/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
08/02/2024	Nationwide Retirement Solutions Standard 457	Nationwide 457 Staff	\$ 2,536.74
08/02/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 3,182.06
08/02/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,367.40
08/02/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	\$ 140.03
08/04/2024	Charter Communications/Spectrum	Utilities - Internet	\$ 131.24
08/04/2024	CRRA	Organizations	\$ 200.00
08/05/2024	Amazon Capital Services Inc.	Office Supplies	\$ 187.69
08/05/2024	O'Brien Building Inspections Inc.	Commerical Building Inspection	\$ 1,800.00
08/05/2024	SDRMA	EE Benefits	\$ 6,384.60
08/06/2024	UBEO West LLC	Copier Rental & Service	\$ 615.12
08/08/2024	Hart Impressions	Business Cards	\$ 84.15
08/13/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,367.40
08/13/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
08/14/2024	Atlas Performance Industries, Inc.	HHW E-Waste Storage Containers	\$ 130.00
08/14/2024	Atlas Performance Industries, Inc.	HHW E-Waste Storage Containers	\$ 130.00
08/15/2024	SoCalGas	Utilities - Gas	\$ 16.57
08/15/2024	City of San Luis Obispo - Water	Utilities - Water	\$ 75.18
08/16/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 325.87
08/16/2024	Nationwide Retirement Solutions Standard 457	ED Retirement - 457	\$ 1,038.00
08/16/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 2,536.74

**San Luis Obispo County IWMA
Expense Report- Accrual Basis
August 2024- FINAL**

Purchase order date	Vendor name	Brief Description	Amount
	Nationwide Financial Private Sector Retirement		
08/16/2024	(401A)	EE Retirement - 401A	\$ 3,182.06
08/16/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	\$ 140.03
08/16/2024	WM - Waste Management		\$ 1,000.00
08/16/2024	San Luis Garbage Company	Curbside Oil Pickup	\$ 1,500.00
08/16/2024	San Luis Garbage Company	Curbside Oil Pickup	\$ 1,500.00
08/16/2024	San Luis Garbage Company	Curbside Oil Pickup	\$ 1,500.00
08/16/2024	San Luis Garbage Company	Curbside Oil Pickup	\$ 1,500.00
08/16/2024	San Luis Garbage Company	Curbside Oil Pickup	\$ 1,500.00
08/18/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
08/18/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
08/18/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
08/18/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
08/18/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
08/19/2024	Brezden Pest Control Inc.	Pest Control	\$ 170.00
08/20/2024	Executive Janitorial	Janitorial Services	\$ 295.00
	Adamski Moroski Madden Cumberland & Green		
08/22/2024	Green	Legal Services	\$ 6,485.00
08/27/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
08/28/2024	San Miguel Roll-Off Co., Inc.	Compost Rebate Program	\$ 222.70
08/31/2024	Alexa Heter	Controller Services	\$ 2,000.00
08/31/2024	Gaspar Soilbuilders LLC	Compost Rebate Program	\$ 2,734.50
	Aug-24 Total Payroll		\$ 98,538.63
	Aug-24 Less Stated Above		\$ (23,564.80)
	Aug-24 Credit Card Expenses See Attached		\$ 10,442.44
	Aug-24 Credit Card Fees		\$ 80.36
	Aug-24 Auditor Controller Services		\$ 8,930.00
	Aug-24 Payroll Processing Fees		\$ 555.00
TOTAL EXPENSES			\$ 151,043.96

**San Luis Obispo County IWMA
Credit Card Expense Report
August 2024-FINAL**

Date	Name	Memo/Description	Category	Amount
08/01/2024	USPS	Stamps	5050335 Services and Supplies:Postage	146.00
08/03/2024	Webstaurant Real World		5050255 Services and Supplies:Memberships	107.66
08/03/2024	Training		5050070 Services and Supplies:Computer Software	29.95
08/06/2024	Facebook		5050015 Services and Supplies:Advertising	14.68
08/12/2024	Amtrak		-Split-	316.00
08/13/2024	Bags And Packaging LLC	Curbside Oil Pickup	5050290 Services and Supplies:Other Minor Equipment	2,861.21
08/13/2024	US BANK		5050095 Services and Supplies:Credit Card Fees	90.46
08/14/2024	Grainger		5050220 Services and Supplies:Maintenance Expense	539.53
08/14/2024	Microsoft		5050070 Services and Supplies:Computer Software	513.00
08/14/2024	Microsoft		5050070 Services and Supplies:Computer Software	6.00
08/20/2024	Adobe		5050070 Services and Supplies:Computer Software	3,599.16
08/21/2024	Marriott	2024 CRRA Conference - Michael Williams	5050370 Services and Supplies:Trainings and Seminar Registration	631.53
08/21/2024	Marriott	2024 CRRA Conference - Jordan Lane	5050370 Services and Supplies:Trainings and Seminar Registration	631.53
08/24/2024	Mailchimp	Monthly Email subscription	5050070 Services and Supplies:Computer Software	20.00
08/26/2024	Marriott	2024 CRRA Conference Ashley Kuder	5050370 Services and Supplies:Trainings and Seminar Registration	935.73
TOTAL CREDIT CARD CHARGES				\$ 10,442.44

**San Luis Obispo County IWMA
Revenue Received- Cash Basis
September 2024-FINAL**

	Total
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	0.39
Total 400 Non_Operation Revenue	\$ 0.39
435 Operation Revenue	
4350200 CESQG Payment	1,564.00
4350820 Solid Waste Management Fee	120,748.35
4350825 Landfill Tipping Fee Surcharge	44,214.60
4350955 Retail Take Back Fees	2,045.50
4450020 Hazardous Waste Credits	719.80
Total 435 Operation Revenue	\$ 169,292.25
4550000 Other Revenue	288.01
Services	840.00
Unapplied Cash Payment Income	127.70
Total Income	\$ 170,548.35

**San Luis Obispo County IWMA
Expense Report- Accrual Basis
September 2024- FINAL**

Purchase order date	Vendor name	Brief Description	Amount
09/01/2024	San Luis Garbage Company	Utilities - Trash Service	\$ 43.01
09/01/2024	Mountaineer IT Inc	IT Services	\$ 1,312.23
09/01/2024	Vintage Properties	Office Space Rent/Lease	\$ 1,890.00
09/01/2024	Rainscape	Landscape Services	\$ 125.00
09/01/2024	Richetti Water Solutions	Reverse Osmosis System	\$ 19.95
09/02/2024	Cold Canyon Landfill SLO	E-Waste Collection	\$ 2,000.00
09/03/2024	AGP Video	Board Meeting Video Recording	\$ 700.00
09/03/2024	Pacific Waste Services	E-Waste Collection	\$ 2,000.00
09/03/2024	Astound Business Solutions	Office Telephone Services	\$ 295.85
09/04/2024	Charter Communications/Spectrum	Utilities - Internet	\$ 131.24
09/05/2024	ASAP Reprographics	Copy/Print Services	\$ 529.82
09/05/2024	Science Discovery	Outreach and Education	\$ 28,958.46
09/05/2024	Gigantic Ideas Studio, Inc.		\$ 3,337.50
09/05/2024	Science Discovery	Outreach and Education	\$ 1,047.02
09/05/2024	SDRMA	EE Benefits	\$ 7,295.81
09/05/2024	Monterey Pacific LLC		\$ 6,000.00
09/05/2024	Monterey Pacific LLC		\$ 19,837.00
09/06/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
09/06/2024	San Miguel Roll-Off Co., Inc.	Compost Rebate Program	\$ 878.90
09/06/2024	Clean Earth Environmental Services	HHW Disposal and Labor Services	\$ 66,421.00
09/06/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	\$ 140.69
09/06/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 2,550.71
09/06/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 3,185.35
09/06/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,373.83
09/06/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
09/06/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 326.20
09/06/2024	CPSC	Organizations	\$ 24,397.77
09/06/2024	Science Discovery	Outreach and Education	\$ 1,526.50
09/09/2024	Crisp Imaging	Courier Services	\$ 94.38
09/10/2024	UBEO West LLC	Copier Rental & Service	\$ 831.22
09/10/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
09/10/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	\$ 2,000.00
09/11/2024	Adamski Moroski Madden Cumberland & Green	Legal Services	\$ 6,999.20
09/12/2024	Call2Recycle		\$ 25,498.80
09/12/2024	Monterey Pacific LLC		\$ 3,360.00
09/13/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A RETRO	\$ 651.06
09/13/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A RETRO	\$ 249.51
09/13/2024	Nationwide Retirement PEHP	EE Retirement - PEHP RETRO	\$ 66.68
09/13/2024	Nationwide Retirement PEHP	ED Retirement - PEHP RETRO	\$ 25.55
09/13/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,433.81
09/13/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 3,336.84
09/13/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 1,038.00
09/13/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 2,554.41
09/13/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 146.83
09/13/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	\$ 341.72
09/15/2024	Integrity Systems	Office Security Monitoring	\$ 105.00
09/15/2024	City of San Luis Obispo - Water	Utilities - Water	\$ 54.77
09/15/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
09/15/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
09/15/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74

**San Luis Obispo County IWMA
Expense Report- Accrual Basis
September 2024- FINAL**

Purchase order date	Vendor name	Brief Description	Amount
09/15/2024	Marborg Industries	HHW Restroom Rental	\$ 109.74
09/15/2024	Marborg Industries	HHW Restroom Rental Chamber of Commerce	\$ 109.74
09/17/2024	Atascadero Chamber of Commerce	Membership	\$ 290.00
09/17/2024	Amazon Capital Services Inc.	Office Supplies	\$ 571.35
09/18/2024	GEO Plastics	Reusable Oil Containers	\$ 1,765.20
09/19/2024	SoCalGas	Utilities - Gas	\$ 17.69
09/20/2024	Executive Janitorial	Janitorial Services	\$ 295.00
09/20/2024	Central Paper Supply	Delivery Services	\$ 975.00
09/24/2024	Mission Linen and Uniform Service	Janitorial Services	\$ 23.75
09/26/2024	UBEO West LLC	Copier Rental & Service	\$ 615.12
09/26/2024	Charter Communications/Spectrum	Utilities - Internet	\$ 98.93
09/26/2024	PG&E	Utilities - Electricity	\$ 4.60
09/27/2024	Nationwide Retirement PEHP	ED Retirement - PEHP RETRO	\$ 146.83
09/27/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	\$ 1,433.81
09/27/2024	Nationwide Retirement PEHP	EE Retirement - PEHP RETRO	\$ 414.83
09/27/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	\$ 4,050.85
09/27/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	\$ 3,154.41
09/27/2024	Nationwide Retirement Solutions Standard 457	ED Retirement - 457	\$ 1,038.00
09/29/2024	Brown Armstrong Accountancy Corp	Audit Assistance	\$ 2,000.00
09/30/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	\$ 2,000.00
	Sep-24 Payroll Expenses		\$ 87,532.40
	Sep-24 Less Stated Above		\$ (35,993.73)
	Sep-24 Payroll Processing Fees		399.51
	Sep-24 Credit Card Expenses		\$ 2,599.96
	Sep-24 Credit Card Fees		\$ 57.75
TOTAL EXPENSES			\$ 300,237.08

**San Luis Obispo County IWMA
Credit Card Expense Report
September 2024-FINAL**

Date	Name	Memo/Description	Category	Amount
09/03/2024	Webstaurant	Webstaurant Plus Membership	5050255 Services and Supplies:Memberships	107.66
09/03/2024	Real World Training	Quickbooks Training - Monthly Subscription	5050070 Services and Supplies:Computer Software	29.95
09/06/2024	CalChamber	HR Boot Camp - Jordan Lane	5050370 Services and Supplies:Trainings and Seminar	558.40
09/10/2024	Lincoln Market	Staff Training	Registration	88.15
09/12/2024	USPS	Stamps	Expenses	146.00
09/13/2024	CSDA	2024 Board Conference - Andrea	5050335 Services and Supplies:Postage	660.00
09/13/2024	Alaska Airlines	A. Biniskiewicz-2024 Board Conference	5050370 Services and Supplies:Trainings and Seminar	236.20
09/13/2024	Uniquecode		Registration	180.00
09/14/2024	Microsoft	Microsoft 365	5050362 Services and Supplies: Public Outreach & Education	513.00
09/14/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	6.00
09/27/2024	Linguavox, S.L.	Linguavox	5050070 Services and Supplies:Computer Software	69.75
09/30/2024	USPS	Stamps	5050362 Services and Supplies:Public Outreach & Education	4.85
				\$ 2,599.96

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Harshwal & Company LLP. Auditing Services Engagement Letter

BACKGROUND:

On June 12, 2024 the IWMA Board of Directors authorized staff to negotiate and finalize the contract for Professional Auditing Services with Harshwal & Company LLP. The auditing firm, Harshwal & Company LLP, issued an engagement letter for the fiscal years ending on June 30 in 2025, 2026, and 2027.

RECOMMENDATION:

Authorize the Board President to sign an Engagement Letter with Auditor Harshwal for auditing services of the fiscal years ending on June 30 in 2025, 2026, and 2027.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. Harshwal – Auditing Services Engagement Letter

August 27, 2024

To the Board of Directors
San Luis Obispo County Integrated Waste Management Authority
870 Osos Street
San Luis Obispo, CA 93401

We are pleased to confirm our understanding of the services we are to provide for San Luis Obispo County Integrated Waste Management Authority (the "IWMA") for the years ended June 30, 2025 through June 30, 2027.

Audit Scope and Objectives

We will audit the financial statements of the business-type activities, including the disclosures, which collectively comprise the basic financial statements of the IWMA, as of and for the years ended June 30, 2025 through June 30, 2027. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the IWMA's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the IWMA's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of the IWMA and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the IWMA’s compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements, proposed adjusting journal entries, and related notes of the IWMA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, proposed adjusting journal entries, and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, proposed adjusting journal entries, and related notes and that you have reviewed and approved the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known).

You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

As per Federal and State Laws, we don't require, nor do we request, demand, collect, or desire any Personal Identifying Information ("PII"). PII includes but is not limited to individual's' first name (or first initial) and last name combined with other types of personal information, such as Social Security Number; home addresses; online identifiers; passport numbers; bank or credit card numbers; clearances; biometrics; date of birth; birth place; age; mother's maiden name; medical, criminal, and financial records; educational transcripts; email addresses, phone numbers; birth marks, professional designation, employment history, social media account information; driver's license numbers, any other similar and unique personal identifiers, etc. As such, do not provide our firm, staff, employees, consultants, contractors, managers, admin staff, third-party service providers with any of the aforementioned PII as we will not be perusing the records provided to us to identify and purge such records.

By your signature below, you acknowledge and agree that Harshwal & Company, LLP is not responsible for "sanitizing" or "scrubbing" its workpapers in an attempt to identify and delete PII, and as such is not liable were such information to be retained by us or accessed by third parties.

Limitation on Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Subpoena and Other Release of Documents

As a result of our services to you, we may be required or requested to provide information or documents to you or a third-party pursuant to a subpoena, court order or other administrative or legal process in connection with governmental regulations or activities, or a legal, arbitration or administrative proceeding, in which we are not a party.

You agree that our efforts in complying with such requests or demands will be deemed a part of this engagement and Harshwal & Company, LLP shall be entitled to additional compensation for our time and reimbursement for our out-of-pocket expenditures (including legal fees) in complying with such request or demand.

Engagement Administration, Fees, and Other

We have our technical resources and audit software in the cloud. We may, from time to time and depending on the circumstances, use third party service providers within and outside of the United States in serving your account. As required by Section 54.1 (b) of the California Code of Regulations, Title 16, confidential information provided by you to our firm, may be disclosed to persons, outside of the United States in connection with the services provided. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the IWMA; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Harshwal & Company, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Harshwal & Company, LLP personnel.

Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Your records are the primary records for your operations and comprise the backup and support for the results of this engagement. Our records and files, including our engagement documentation whether kept on paper or electronic media, are our property and are not a substitute for your own records. Our firm policy calls for us to destroy our engagement files and all pertinent engagement documentation after a retention period of seven years (or longer, if required by law or regulation), after which time these items will no longer be available. We are under no obligation to notify you regarding the destruction of our records. We reserve the right to modify the retention period without notifying you. Catastrophic events or physical deterioration may result in our firm's records being unavailable before the expiration of the above retention period. Except as set forth above, you agree that Harshwal & Company, LLP may destroy paper originals and copies of any documents, including, without limitation, correspondence, agreements, and representation letters, and retain only digital images thereof.

Mr. Sanwar Harshwal is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Fieldwork for audit will be determined with the IWMA's management based on the availability of accounting records and supporting documentation. Our scheduling depends on your completion of the year-end closing and adjusting process prior to our arrival to begin the fieldwork. We may experience delays in completing our services due to your staff's unavailability or delays in your closing and adjusting process. You understand our fees are subject to adjustment if we experience these delays in completing our services.

Certain engagement personnel who are not licensed as certified public accountants may provide services during this engagement.

Our fee for the services described in this letter will be as given below, plus applicable gross receipts taxes and out-of-pocket costs (such as travel costs). We have estimated our fees assuming that accounting records will be in balance and supported by appropriate documentation. Also, our cost assumes that the Housing Authority's personnel will provide supporting schedules for all asset and liability accounts, and provide general assistance, such as locating documents, typing confirmation requests, and coordinating meetings. Fee, will be as follows:

<u>Audit Area - Description</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
Annual Audit of the IWMA	\$ <u>20,500</u>	\$ <u>21,525</u>	\$ <u>22,600</u>
Total Fees	\$ <u><u>20,500</u></u>	\$ <u><u>21,525</u></u>	\$ <u><u>22,600</u></u>

If single audit is applicable, we will charge \$4,500 for the first major program and \$3,000 for each additional major program. There were significant changes to the IWMA's operations, or the scope of work related to the financial statements, we will discuss with you the additional time and fees that may be incurred.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness and accuracy of the IWMA's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your accounting staff to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

To keep fees at a minimum and provide the reports to you on a timely basis, we are planning on significant assistance from your personnel. In this regard, we will furnish you with a list of schedules and data to facilitate our work. We understand that all records, documentation, and information we request in connection with our audit will be made available to us. Your preparation of schedules and providing supporting evidence requested timely is imperative for us to perform our audit procedures in the most efficient manner possible.

If audit related accounting assistance is required to reconcile accounts, these fees will be billed separately at our standard hourly rates. We will obtain your concurrence before we begin such services significantly beyond the scope of the audit.

In the future, you may decide that you need the services of one or more full-time employee. At that time, we could assist you in identifying individuals, our fees for which would then be agreed upon in a separate engagement letter.

However, because of the knowledge that our staff have or will obtain of your government, you may wish to hire one or more of them. If this should occur, please notify us immediately so that we may avoid any potential independence issues. Also, if this should occur, we will charge you a recurring fee of one hundred percent (100%) of the annual gross salary or wages (on an annualized basis) offered to our employee to compensate us for the loss of our valued and extensively trained employee(s). Such amount shall be paid within thirty (30) days following the date of such notification.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The IWMA acknowledges that the following unexpected circumstances will result in an increase of our fees:

- Failure to prepare for the audit as evidenced by accounts and records that have not been subject to normal year-end closing and reconciliation procedures;
- Failure to complete the audit preparation work by the applicable due dates; Significant unanticipated transactions, audit issues, or other such circumstances;
- Delays causing scheduling changes or disruption of fieldwork;
- After audit or post fieldwork circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit;
- Issues with the prior audit firm, prior year account balances or report disclosures that impact the current year engagement; and
- An excessive number of audit adjustments.

Unexpected circumstances are also defined as fire, destruction or disappearance of records, discovery of fraud, or similar situations beyond our control or knowledge.

We will endeavor to advise you in the event these circumstances occur, however we may be unable to determine the impact on the estimated fee until the conclusion of the engagement.

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. Any invoices left unpaid beyond 30 days will be charged a 1.5% late fee per month, added to the then outstanding balance. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

This engagement letter may be terminated by either party, with or without cause, upon ten (10) days' written notice. In such event, we will stop providing services hereunder except on work, mutually agreed upon in writing, necessary to carry out such termination. In the event of termination, (a) you shall pay us for services provided and expenses incurred through the effective date of termination, (b) we will provide you with all finished reports that we have prepared pursuant to this engagement, and (c) neither party shall be liable to the other for any damages that occur as a result of our ceasing to render services.

In the interest of facilitating our services to you, we may communicate by facsimile transmission or send electronic mail over the Internet. Such communications may include information that is confidential.

We employ measures in the use of electronic communications designed to provide reasonable assurance that data security is maintained. While we will use our best efforts to keep such communications secure in accordance with our obligations under applicable laws and professional standards, you recognize and accept we have no control over the unauthorized interception of these communications once they have been sent. Unless you issue specific instructions to do otherwise, we will assume you consent to our use of electronic communications to your representatives and other use of these electronic devices during the term of this engagement letter as we deem appropriate.

The proposed fee estimate is contingent upon the IWMA having performed the following functions and sending us copies to review at least two weeks prior to us performing the audit fieldwork:

1. Submitting trial balances and general ledger to us in an electronic format.
2. Completing all steps and sending us copies of the requested information on the audit preparation guide, which we will provide.
3. All material balance sheet accounts need to be reconciled and scheduled. Prepare reconciliations of all checking (payroll and accounts payable, etc.) accounts, savings accounts and investment accounts on a monthly basis and send us copies of the year end reconciliations.
4. Providing us electronic copies of your payroll and accounts payable check registers for the fiscal year under audit.

Reporting

We will issue a written report upon completion of our audit of the IWMA's financial statements. Our report will be addressed to Board of Directors of the IWMA's Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that the IWMA is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to San Luis Obispo County Integrated Waste Management Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Harshwal & Company, LLP



Sanwar Harshwal
Managing Partner

RESPONSE:

This letter correctly sets forth the understanding of San Luis Obispo County Integrated Waste Management Authority.

Management signature: _____

Title: _____

Date: _____

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Resolution 2024-11-01, Budget Adjustment Request – Capital Outlay

BACKGROUND:

At the September 11, 2024, board meeting, the board decided to move forward with the purchase of 555 Chorro. While the building Ad Hoc Committee had been discussing and reviewing potential sites for the relocation of the IWMA Main offices, the Fiscal Year 24/25 Budget did not have a specific line item or amount for the purchase of the real property. To complete this process, we will need to bring the FY 24/25 budget into alignment with a Budget Adjustment Request. This Budget Adjustment Request will be filed with the County Auditor’s Office to accurately reflect the Capital Outlay for the offices at 555 Chorro.

RECOMMENDATION:

Approve Resolution 2024-11-01, authorizing the Board President and Executive Director to sign a Budget Adjustment Request (BAR) for Capital Outlay of \$900,000, to complete the purchase of the 555 Chorro Street, San Luis Obispo, building.

FISCAL IMPACT:

\$900,000

ATTACHMENTS:

- A. BAR Capital Outlay – 555 Chorro Street
- B. Resolution 2024-11-01

DISTRIBUTION White - Co. Clerk Green - Auditor Yellow - Org. From Pink - Org To Gold - Budget Analyst	County of San Luis Obispo BUDGET ADJUSTMENT REQUEST	SAP DOCUMENT NO. DATE 10/9/2024
Department: INTEGRATED WASTE MANAGEMENT AUTHORITY		

COMMITMENT ITEM DESCRIPTION	DEPARTMENT OR PROJECT TITLE	FUND FUND CENTER	COMMITMENT ITEM	FUNDED PROGRAM	AMOUNT
FINANCING SOURCES					
Fund Balance Available	IWMA	4303500000	3350000		\$900,000
TOTAL FINANCING SOURCES					\$900,000
FINANCING USES					
Capital Outlay - Structures & Improvements	IWMA	753	5500092		\$900,000
TOTAL FINANCING USES					\$900,000

JUSTIFICATION: (attach letter if required)
 To approve and provide necessary appropriation in Capital Outlay for Structures and Improvements for FY 2025 Budget, to purchase real property located at 555 Chorro St in San Luis Obispo.

REQUESTED BY: 10/9/2024 _____ Date Peter Cron, IWMA Executive Director	<input type="checkbox"/> REVIEWED BY 10/9/2024 _____ Date Auditor-Controller
APPROVED BY: 10/9/2024 _____ Date Robert Robert, IWMA Board President	VOTING REQUIREMENT: <input type="checkbox"/> Two Thirds Vote <input type="checkbox"/> Majority Vote

PASSED AND ADOPTED by the Board of Supervisors of the County of San Luis Obispo, State of California, this _____ day of _____ 20____. Agenda Item No. _____

ATTEST: _____
 Clerk of the Board of Supervisors

 Chairman of the Board of Supervisors

RESOLUTION NO. 2024-11-01
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
APPROVING BUDGET ADJUSTMENT RELATING TO PURCHASE OF PROPERTY

WHEREAS, the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority (“IWMA”), in a duly noticed public meeting held on June 12, 2024, adopted Resolution 2024-06-02 approving the Preliminary Budget for Fiscal Year 2024/2025; and

WHEREAS, in a duly noticed public meeting held on September 11, 2024, the Board of Directors of the IWMA authorized the purchase of the property located at 555 Chorro Street, Unit D, San Luis Obispo, CA 93405 (the “Property”) to serve as an office for the IWMA; and

WHEREAS, the final negotiated purchase price for the Property is \$900,000; and

WHEREAS, the Board of Directors of the IWMA deems it necessary that a budget adjustment be made to complete the purchase of the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Luis Obispo County Integrated Waste Management Authority, that the Board hereby authorizes authorizing the Board President and Executive Director to sign a Budget Adjustment Request (BAR) with the Office of the County Auditor-Controller to reflect the capital outlay of \$900,000 to complete the purchase of the Property.

PASSED, APPROVED, and ADOPTED by the Board of the San Luis Obispo County Integrated Waste Management Authority on November 13, 2024, by the following vote:

Ayes:
Noes:
Abstain:
Absent:

Attest:

Robert Robert, Board President
San Luis Obispo County Integrated Waste
Management Authority

Andrea Biniskiewicz, Clerk of the Board
San Luis Obispo County Integrated Waste
Management Authority

Approved as to Form and Legal Effect:

Adamski Moroski Madden Cumberland & Green LLP, Legal Counsel

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Andrea Biniskiewicz, Clerk of the Board
RE: 2025 IWMA Calendar

BACKGROUND:

N/A

RECOMMENDATION:

Approve the 2025 IWMA Calendar for Board of Directors Meetings, Executive Committee Meetings, and Holidays.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2025 IWMA Calendar



2025 IWMA BOARD & EXECUTIVE COMMITTEE MEETINGS

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	4	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

30

BOARD OF DIRECTORS MEETINGS, 1:30 PM

EXECUTIVE COMMITTEE MEETINGS, 10:00 AM

HOLIDAYS OBSERVED

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Technical Assistance Grant Application – City of Arroyo Grande

BACKGROUND:

The San Luis Obispo County Integrated Waste Management Authority (IWMA) has established a Technical Assistance Grant (TAG) Program. The TAGs can be awarded to businesses, government agencies, nonprofit groups, and institutions that want to promote, start, and/or expand waste reduction and landfill diversion efforts.

The TAG Program is designed to empower local groups to develop community-based strategies for the prevention, separation, diversion, recycling, and composting of material. Applicants typically act as a catalyst for reducing waste, promoting zero-waste strategies, and demonstrating circular economy practices to eliminate waste and maximize material resources.

On October 9, 2024, the IWMA received a TAG application from the City of Arroyo Grande with the following project description:

The City is looking to help reduce the continued use and disposal of beverage containers (specifically water bottles). The City has identified 6 locations that are heavily trafficked and could benefit from water filling stations. The Lobby in Council Chambers, Soto Sports Complex, and Elm Street Pickleball Courts.

As an ongoing effort to support community groups working to further the goals of the IWMA, the agency continues to administer and budget for Technical Assistance Grants.

RECOMMENDATION:

Authorize the Executive Director to award \$10,000 in grant funds to the City of Arroyo Grande to purchase water bottle filling stations for city facilities to assist with the City’s waste reduction efforts of single-use plastic bottles.

FISCAL IMPACT:

\$10,000.00

ATTACHMENTS:

- A. 2024 TAG Application – City of Arroyo Grande

Item 11, Attachment A



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
 Connecting the Community to Waste Solutions

TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION

Applicant Information

Organization: City of Arroyo Grande		
Applicant Name	First: Aleah	Last: Bergam
Applicant Physical Address	Street: 300 E. Branch Street	
City: Arroyo Grande	State: CA	Zip Code: 93420
Applicant Mailing Address	Street: 300 E. Branch Street	
City: Arroyo Grande	State: CA	Zip Code: 93420
Primary Contact Name	First: Aleah	Last: Bergam
Title	Management Analyst	
Work Phone: 805-473-5448	Cell Phone:	
Email: abergam@arroyogrande.org	Total TAG Funding Requested: 10,000	

Brief Project Description (1-3 sentences)

The City is looking to help reduce the continued use and disposal of beverage containers (specifically water bottles). The City has identified 3 locations that are heavily trafficked and could benefit from water filling stations. The Lobby in Council Chambers, Soto Sports Complex Snack Shack, and Elm Street Pickleball Courts.

Certification:

I declare, under the penalty of perjury, that all information submitted for the San Luis Obispo County Integrated Waste Management Authority's (IWMA's) consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief: ***If applicant is not Officer/Principal, have form signed before returning to IWMA.***

Company Officer or Principal Name	First: Aleah	Last: Bergam
Title: Management Analyst	Phone:	805-473-5448
Email: abergam@arroyogrande.org		
Signature	<i>Aleah Bergam</i>	<i>Digitally signed by Aleah Bergam Date: 2024.10.09 09:00:31 -07'00'</i>

TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION QUESTIONS

Please provide the following information in the order requested. Additionally, limit your response to no more than (3) three pages.

Applicant Name	First: Aleah	Last: Bergam
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1. Provide a description of the project including project goals.

The City believes that in providing additional and more accessible water filling stations there will be a reduction in the use of disposable water bottles. Council Chambers receives many members of the community and visitors (at Council Meetings in addition to Rec Summer Programming, and as a facility rental to the community). In replacing the water service to include a bottle filling station, it will allow for greater service to the community. The outside park locations will reduce litter from disposable water bottles, as well as increase participants use of their own reusable containers that they are bringing to the parks.

2. Describe how the grant money will be used to purchase, lease, or rent equipment or pay for services/supplies needed to start and/or expand landfill diversion or source reduction efforts.

The grant money will be utilized to purchase three units, which represent the majority of the funding. The funding also includes the plumbing work necessary to allow for proper installation and continued successful use of the fountains. Any additional funding required beyond that included in this grant request will be supported by the City for continued upkeep and maintenance of the installations.

Applicant Name	First: Aleah	Last: Bergam
-----------------------	---------------------	---------------------

- Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project's proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc.

* Please see attached budget

- Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.

The use, and installation of water filling stations will reduce the amount of disposable water bottles, as users will have access to water bottle filling stations. The locations were selected as they are high traffic areas in the City, in need of better water access. The Lobby in Council Chambers currently has a water jug dispenser that the City pays for water service. The park locations are heavily used, especially Soto Sports Complex, with users frequently bringing their own water bottles. These installations should reduce waste and conserve landfill space by allowing for users to fill reusable water bottles and access to water that does not require bringing a single use plastic container. The installation in the Council Chamber will be monitored for number of single use plastic containers saved by use.

Applicant Name	First: Aleah	Last: Bergam
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5. How does this project provide new or expanded landfill diversion and/or source reduction opportunities for San Luis Obispo County?

The project will be part of a larger effort to continue to expand water access throughout the community, with a focus on bottle filling stations. As the City continues to offer expanded bottle filling opportunities to the the community we anticipate users being able to rely on reliable water access, where they can plan on bringing their own reusable container. This change will have a larger effect as the program continues to expand. This initial effort will help set the stage for a larger reduction in the use of single-use plastic water bottles throughout the City.

6. What resources and expertise do you have to complete this project?

The City is well versed in delivering programs and projects for the public. City staff will dedicate time to the maintenance and repair of these units to ensure that they are available for many years into the future.

Note: In addition to responding to the above (6) six items, applicants may provide up to (10) ten pages of supplemental information such as brochures, equipment flyers, etc. Print application and submit the complete packet by US Postal Service. Applications must be date stamped by the application deadline.

Bottle Filling Stations Budget

IWMA Grant		Item Total + Tax
Council Chambers Water Filling Station		\$ 3,428.24
Soto Sports Complex Snack Shack		\$ 1,574.63
Elm Street Park Pickleball Courts		\$ 1,574.63
Filters		\$ 150.00
Installation		\$ 3,272.51
Total		\$ 10,000.00

In-Kind Contribution	3 Year Total
In-Kind Labor (Repair/Maintenance) & Admin	\$ 10,000.00
Total	\$ 10,000.00

<https://bottlefillingstations.com/products/elkay-vandal-resistant-bi-level-bottle-filling-station-lvrctl8wsk-filtered>

https://www.globalindustrial.com/p/outdoor-pedestal-bottle-filling-station-rotocast-granite-finish?gad_source=1&gclid=EAlaIqobChMI-4vO6LKdiAMVmxitBh3aagGMEAQYECABEgItNfD_BwE

https://www.globalindustrial.com/p/outdoor-pedestal-bottle-filling-station-rotocast-granite-finish?gad_source=1&gclid=EAlaIqobChMI-4vO6LKdiAMVmxitBh3aagGMEAQYECABEgItNfD_BwE

<https://bottlefillingstations.com/products/elkay-watersentry-filter-replacement-51300c?variant=32491262017599>

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Technical Assistance Grant Application – ECOSLO

BACKGROUND:

The San Luis Obispo County Integrated Waste Management Authority (IWMA) has established a Technical Assistance Grant (TAG) Program. The TAGs can be awarded to businesses, government agencies, nonprofit groups, and institutions that want to promote, start, and/or expand waste reduction and landfill diversion efforts.

The TAG Program is designed to empower local groups to develop community-based strategies for the prevention, separation, diversion, recycling, and composting of material. Applicants typically act as a catalyst for reducing waste, promoting zero-waste strategies, and demonstrating circular economy practices to eliminate waste and maximize material resources. On October 9, 2024, the IWMA received a TAG application from the Environmental Center of San Luis Obispo (ECOSLO) with the following project description:

ECOSLO is excited to reintroduce the “Reusables Rebate” initiative to help businesses reduce single-use waste through the San Luis Obispo County Green Business Program (GBP). We will host two annual gatherings to explain recycling and showcase low waste alternatives, while also producing content for our newsletter and EcoTip posts to enhance community awareness.

As an ongoing effort to support community groups working to further the goals of the IWMA, the agency continues to administer and budget for Technical Assistance Grants.

RECOMMENDATION:

Authorize the Executive Director to award \$10,000 in grant funds to ECOSLO to help businesses reduce single-use waste through the “Reusables Rebate” initiative, host two annual in-person events, and social media content.

FISCAL IMPACT:

\$10,000.00

ATTACHMENTS:

- A. 2024 TAG Application – ECOSLO

Item 12, Attachment A



SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY
 Connecting the Community to Waste Solutions

TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION

Applicant Information

Organization: Environmental Center of San Luis Obispo (ECOSLO)		
Applicant Name	First: Grant	Last: Helete
Applicant Physical Address	Street: 1012 Pacific Street Ste B-1	
City: San Luis Obispo	State: CA	Zip Code: 93401
Applicant Mailing Address	Street: P.O. Box 1014	
City: San Luis Obispo	State: CA	Zip Code: 93406
Primary Contact Name	First: Grant	Last: Helete
Title	Program Coordinator	
Work Phone: (805) 710-8018	Cell Phone: (805) 710-8018	
Email: grant@ecoslo.org	Total TAG Funding Requested: \$10,000	

Brief Project Description (1-3 sentences)

ECOSLO is excited to reintroduce the "Reusables Rebate" initiative to help businesses reduce single-use waste through the San Luis Obispo County Green Business Program (GBP). We will host two annual gatherings to explain recycling and showcase low waste alternatives, while also producing content for our newsletter and EcoTip posts to enhance community awareness.

Certification:

I declare, under the penalty of perjury, that all information submitted for the San Luis Obispo County Integrated Waste Management Authority's (IWMAs) consideration for allocation of grant funds is true and accurate to the best of my knowledge and belief: ***If applicant is not Officer/Principal, have form signed before returning to IWMA.***

Company Officer or Principal Name	First: Kendra	Last: Paulding
Title: Executive Director	Phone: (805) 710-8021	
Email: kendra@ecoslo.org		
Signature		



TECHNICAL ASSISTANCE GRANT (TAG) APPLICATION QUESTIONS

Please provide the following information in the order requested. Additionally, limit your response to no more than (3) three pages.

Applicant Name	First:	Last:
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1. Provide a description of the project including project goals.

2. Describe how the grant money will be used to purchase, lease, or rent equipment or pay for services/supplies needed to start and/or expand landfill diversion or source reduction efforts.



Applicant Name	First:	Last:
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3. Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project's proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc.

4. Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.



3. Provide an itemized projected budget (revenues and costs) for the next (3) three years. Included the project's proposed in-kind contribution. In-kind contributions can be any services or equipment being provided by the applicant such as time, matching funding, etc:

STAFF TIME EXPENSES - \$5,000

To achieve our goals, we will need to invest significant effort and time across several key areas:

- **Rebate Participation:** Engaging with local businesses will require dedicated outreach, including presentations and follow-up communications. We estimate needing about 10 hours per year for outreach and support to reach our target of seven businesses annually.
- **Public Engagement:** Organizing two free in-person events each year will involve planning, logistics, and promotion. This could take approximately 20 hours per event, totaling around 40 hours annually for coordination, speaker engagement, and materials.
- **EcoTip Tuesday:** Creating and scheduling weekly social media posts and monthly newsletter content will require about 1 hour each week for content creation and engagement, amounting to roughly 50 hours over the year.

Overall, we anticipate approximately 200 hours of effort over the two years to successfully implement these initiatives and meet our goals.

PROGRAM EXPENSES - REUSABLES REBATE - (\$3,500)

- Fourteen (seven per year) \$250 rebates

ADMINISTRATIVE - INDIRECT (up to 15%, \$1,500)

- Includes but is not limited to the following:
 - MailChimp email/G-Suite/Google Voice (for presentations and communications)
 - Office operations (rent, insurance, internet, utilities, website)
 - CRM System for event management

IN-KIND CONTRIBUTIONS

STAFF TIME - Current staff time dedicated to this program: \$70,000 (\$35,000 annually)

PROGRAM CONTRIBUTION - GreenBizTracker: \$15,580 (\$7,790 annually)

4. Describe how your program will reduce waste, divert waste, and/or conserve landfill space. Also, describe how you will track/measure project milestones in order to meet intended goals.

The "Reusables Rebate" will incentivize local companies to participate in the Green Business Certification process by offsetting costs associated with purchasing reusable items, ultimately reducing waste and conserving valuable landfill space.

Our biannual gatherings will enhance public understanding of waste reduction strategies, emphasizing the benefits of transitioning away from single-use disposables and highlighting how reusables positively impact both the environment and landfill capacity.

The GBP supports businesses in achieving Certified Green Business status, requiring them to meet standards that promote waste reduction, energy conservation, and responsible resource use.

In 2019, the SLO County GBP showcased impressive sustainability metrics, including:

- 772,119 kWh of energy saved
- 7,884,462 gallons of water saved
- 4,429,281 pounds of greenhouse gas reductions
- 102,964 pounds of waste diverted from landfills

Using the GreenBizTracker database, businesses can input operational data to track their environmental impact as Certified Green Businesses. Each enrolled business receives a waste assessment from an IWMA staff member, providing tailored recommendations to reduce waste, enhance recycling and composting efforts, and manage hazardous materials effectively. Many businesses also receive compost bins as part of this process, further diverting waste from landfills. The GreenBizTracker enables us to generate metric reports that visually represent the significant environmental benefits achieved through sustainable business practices.

Applicant Name	First:	Last:
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5. How does this project provide new or expanded landfill diversion and/or source reduction opportunities for San Luis Obispo County?

6. What resources and expertise do you have to complete this project?

Note: In addition to responding to the above (6) six items, applicants may provide up to (10) ten pages of supplemental information such as brochures, equipment flyers, etc. Print application and submit the complete packet by US Postal Service. Applications must be date stamped by the application deadline.



TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Solid Waste Management Fee Study – Contract Recommendation

BACKGROUND:

On August 30, 2024, the Executive Committee approved the Request for Proposal (RFP) for a solid waste management fee study, and authorized staff to review and rank the proposals.

The IWMA published the Solid Waste Management Fee Study RFP on September 6, 2024 and closed on October 21, 2024. The following three firms submitted proposals by the October 21 deadline:

- 1. HF&H Consultants
- 2. R3 Consulting
- 3. Raftelis

On October 25, 2024, a panel comprised of the IWMA Executive Director, IMWA Board Member, and two local jurisdiction officials reviewed and rated the proposals based on the criteria established by the RFP and pictured below.

CRITERIA SCORES	WEIGHT
1. QUALIFICATIONS OF FIRM AND PERSONNEL - 25%	0.25
2. TECHNICAL WORK PLAN - 40%	0.40
3. LOCAL AND/OR STATE GOVERNMENT CLIENT REFERENCES - 10%	0.10
4. BUDGET, RETAINER, AND/OR RATES - 25%	0.25

Each proposal was reviewed critically by the four panelists and each panelist rated individually. As established in the RFP, the greatest weight was assigned to the category “Technical Work Plan”. Scores per criteria were averaged and then combined for final ratings, as shown below. The panelists provided unanimous feedback of having confidence in the evaluation criteria against the proposals. The final ratings resulted in the top score of 17.13 out of a possible 20 for R3 Consulting.

CRITERIA SCORES	WEIGHT	HF&H Consultants	Raftelis	R3 Consulting	NOTES
Rater 1	0.25	3.60	3.30	4.45	Ranked highest: R3 Consulting
Rater 2	0.25	4.60	3.58	4.55	
Rater 3	0.25	3.50	3.40	3.50	
Rater 4	0.25	4.35	4.25	4.63	
OVERALL SCORE	1.00	16.05	14.53	17.13	
TOTAL POSSIBLE	1.00	20.00	20.00	20.00	

Following the ranking panel, the IWMA staff contacted R3 Consulting’s primary reference for an evaluation. Based on the ranking panel and reference, the IWMA staff recommends that R3 Consulting is selected for the Solid Waste Management Fee Study for the IWMA because of their proven ability to:

- Conduct detailed rate reviews and indexed rate adjustments.
- Develop rate models and multi-year financial projections.
- Revise rate structures to support solid waste management objectives and comply with Proposition 218.
- Submit a competitive rate of compensation in relation to the quality of work presented in their proposal.

Should the recommendation be approved, contract negotiations will take place between R3 Consulting and the IWMA with an anticipated effective date of December 9, 2024.

RECOMMENDATION:

A) Approve and accept staff's ranking and recommendation of R3 Consulting; and B) authorize staff to negotiate and finalize the contract for a Solid Waste Management Fee Study with R3 Consulting; and C) authorize the Board President to sign the final contract with R3 Consulting.

FISCAL IMPACT:

The recommended action does not create a direct fiscal impact. The scope of work will be negotiated with the selected contractor under the proposed terms. R3 Consulting’s proposal includes a total budget of \$40,000.

ATTACHMENTS:

- A. RFP for Solid Waste Management Fee Study
- B. Draft Agreement – Solid Waste Management Fee Study
- C. All Proposals Received (3 Total) - [Linked on the IWMA Website](#) under the November 13th Board Meeting

Item 13, Attachment A



Request for Proposals

for

Solid Waste Management Fee Study

for the San Luis Obispo County

Integrated Waste Management Authority

RFP Released:

September 6, 2024

RFP Submission Deadline:

3:00 PM on October 21, 2024

San Luis Obispo County IWMA

870 Osos Street

San Luis Obispo, CA 93401

805.782.8530

W: www.iwma.com

E: jlane@iwma.com

SECTION I - INTRODUCTION AND BACKGROUND

A. Introduction

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to revise the Authority's methodology for establishing its Solid Waste Management Fee (SWMF) to better reflect costs-of-service. The Contractor will establish a methodology that is easy to understand and justifiable in accordance with the IWMA Fee Setting Policy.

All proposals must be received by, on, or before **3:00 PM on October 21, 2024**. The preferred method for proposal submission is electronic via jlane@iwma.com. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

Jordan Lane, Deputy Director
SLO County IWMA
870 Osos Street
San Luis Obispo, CA 93401

B. Background

Public Resources Code Sections 41901 and 41902 allow for government bodies to set and collect a fee to fund reasonable and necessary costs incurred by implementing a Countywide Integrated Waste Management Plan. The IWMA's SWMF was adopted by the Board of Directors in 2007 via Resolution No. 07-03. The IWMA SWMF is a fee collected from "any company that has an agreement with a governmental entity that is an IWMA Participating Agency to collect garbage in San Luis Obispo County, or possesses a permit issued by the County of San Luis Obispo, Division of Environmental Health pursuant to County Code Chapter 8.12.501."

Calculating the Fee

The SWMF was first calculated as 2% of gross revenue collected from commercial customers and \$0.30 per residential account for those residential accounts charged less than \$50 per month. For residential accounts charged more than \$50 per month, the SWMF was 2% of the gross revenue collected.

On or about March 9, 2022, the IWMA Board of Directors adopted Resolution 2022-03-04 replacing Resolution No. 07-03 (c) and increasing the SWMF to 5.4% on *all* gross receipts effective July 1, 2022.

The SWMF was temporarily reduced from 5.4% to 4.4% in Fiscal Year 23/24 and then reduced again to 3.0% in Fiscal Year 24/25.

Fee Year	Gross Revenue Multiplier		
	Residential < \$50	Residential > \$50	Commercial
2007	\$0.30	2%	2%
2022	5.4%	5.4%	5.4%
2023	4.4%	4.4%	4.4%
2024	3.0%	3.0%	3.0%

Fee Setting

On or about March 9, 2022, the IWMA Board adopted a Fee Setting Policy (FS-1) providing guidance on the authority to set fees; fee setting objectives and determinations; data required to support fee determinations; fee monitoring; and administrative requirements including coordination with member and participating agencies, coordination with industry representatives, and public review. The policy also states that prior to establishing a fee, a Fee Study shall be prepared for the IWMA by a qualified consultant selected through the Request for Proposal process.

Fee studies shall describe, document, and illustrate the estimated cost of services, the revenue requirements, and relevant calculations and evidence used to determine the specific fee recommendations. Cost and reserve requirements shall be projected over a period of not-less-than three years with the intent that fee recommendations are based upon a multiyear projection.

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications

The *ideal* Contractor will have the following characteristics:

- Experience with solid waste and regulatory fee analysis
- Strong communication skills
- Experience working with government agencies
- Familiarity with San Luis Obispo County agencies and key stakeholders in the regional solid waste industry

B. Scope of Services

The primary goal of the SWMF setting process and methodology is to determine whether a fee is fair to residents and businesses of the IWMA participating agencies (City, County, Special District) and provides adequate revenue to the IWMA to provide services to those agencies. The consultant shall, in accordance with the IWMA Fee Setting Policy FS-1 and under the direction of the Executive Director, prepare a comprehensive fee analysis and report.

The Contractor will be responsible for collecting data from the permitted solid waste haulers required to complete the SWMF analysis. At a minimum, this may include:

- Investigate and Data Collection.
- Work with the Permitted Franchise Haulers to determine and evaluate the current revenue streams.
- Survey other regional agencies as examples of fee methodology.
- Review existing Solid Waste Management Fee Methodology.
- Evaluate Solid Waste Management Fee Alternatives.
- Develop a cost-of-service fee analysis.
- Provide recommendations for collection of Solid Waste Management Fees.
- Present Recommendations to LTF.

The final report shall address the following:

- The SWMF must be justifiable and compliant with the requirements of Prop 218 and Prop 26.
- The SWMF should ensure adequate revenue to fully meet the cost-of-service requirements of the IWMA.
- The SWMF methodology should provide for ongoing review and fee stability to the customer.
- The SWMF should be easy to understand and administer.
- Costs should be allocated to each specific customer class to ensure a nexus with costs-of-service.
- Address extraordinary event fee setting methodology.
- The SWMF setting process should be defensible and fair to all parties.

The SWMF Review Methodology should clearly identify at a minimum the following costs/revenue category:

- Costs-of-service for residential/commercial.
- Costs-of-service for SB 1383 Rural Exemption vs Non-Exempt.
- Revenue for the current fee year and a three-year projection.
- Current annual cost of operations.
- Forecast cost of operations.

The Contractor should become familiar with the project to the extent that, if necessary, they can assist in performing associated tasks with adopting a new fee including, but not limited to:

- Preparing a SWMF narrative and fee recommendations reflective of the Study Objectives above and in compliance with Proposition 26.
- Meeting to confer with stakeholders as needed.
- Supplying a time schedule for the length of the study to include all deliverables.

- Presenting final report and recommendations at a public hearing to the IWMA Board.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestones dates may be adjusted without notice.

A. Timeline

DATE - 2024	EVENT
September 7, 2024	RFP release date
September 19, 2024 September 18, 2024	Optional pre-proposal phone conference at 1:30 p.m. (PST)
October 11, 2024	Deadline to submit written questions due by 3:00 p.m. (PST)
October 21, 2024	Proposals due by 3:00 p.m. (PST)
November 8, 2024	Preliminary screening process complete, including reference checks
November 13, 2024	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
November 27, 2024	Negotiate and finalize contract
December 9, 2024	IWMA Board President signs contract (if applicable)

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

- 1) Qualifications of Contractor and Personnel:
 - a) For bidder and each subcontractor and any other person or entities that will be conducting Fee Study (herein after referred to as “subcontractors”), list the following information:
 - i. Exact name and address of the company;
 - ii. Relevant experience;
 - iii. number of years the company has been in business under the present name; and
 - iv. the name, title, email address, phone number, and fax number of the primary contact.
 - b) Describe the relevant technical experience of key personnel and a description of their professional background.
 - c) The bidder and any potential subcontractors must be permitted to work in San Luis Obispo County and be listed in the proposal.
 - d) Provide a managerial flow chart under which events will be operated.
- 2) Technical Workplan
 - a) Briefly describe how tasks listed in the Scope of Services will be accomplished.
 - b) Include a sample invoice.
 - c) Include a timeline of deliverables and estimated project completion date (preferred completion by January 31, 2024).
- 3) Budget, Retainer, and/or Rates

Include an estimate of a rate or retainer for all proposed services that would be the basis for monthly invoices during the life of the contract with the IWMA. All hourly rates, fees, and reimbursable costs must be clearly stated. Provide the title and rate of all Contractor staff and subcontractors that will be assigned to regular duties as outlined in the Scope of Services.

4) Client References

Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.

For the bidder and each proposed subcontractor, include copies of all notices of violations, administrative orders, or other enforcement actions taken by regulatory agencies during the past three years.

5) Identify Existing and Potential Conflicts of Interest

List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor's representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

6) Disclosure of Litigation

Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation has commenced.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to jlane@iwma.com with the email subject line of: **QUESTIONS – Fee Study RFP** by October 11, 2024, 3:00 p.m. (PST). Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the IWMA website: <https://iwma.com/about/requests-for-proposal/>. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

D. Submittal Instructions

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to jlane@iwma.com with the email subject line of: **PROPOSAL – Fee Study RFP**, by October 21, 2024, 3:00 p.m. (PST).

SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

The proposals shall be reviewed based on the following criteria and scale. One of the most important criteria are the qualifications of the Contractor and the costs of services. The goal is to contract with a Contractor that is qualified and cost effective:

- 1) Qualifications of Contractor and Personnel: 25%
- 2) Technical Workplan: 40%
- 3) Budget and/or Rates: 25%
- 4) Client References: 10%

Proposals will be reviewed upon receipt and the most qualified Contractors may be requested to make a presentation to the IWMA Executive Committee and/or full Board. The recommendation by IWMA Staff will also be presented to the IWMA Executive Committee and/or full Board for approval of selection.

B. Final Selection

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the full Board for approval. The final contract will be signed by the IWMA Board President.

C. Contract Award and Execution

The IWMA reserves the right to enter into a contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit additional offers at a later date.

The contract awarded for this request will be written by the IWMA.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer

may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the IWMA. If the successful proposer fails to sign a contract within fifteen (15) business days, unless the IWMA grants an extension, following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - GENERAL CONDITIONS

A. IWMA Rights & Options

- 1) All proposals must be submitted to the IWMA email address: jlane@iwma.com with the email subject line of: **PROPOSAL – Fee Study RFP** in Adobe (pdf) format by October 21, 2024, 3:00 p.m. (PST). Late proposals will not be considered.
- 2) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.

- 3) This RFP does not constitute an offer of employment or contract for services.
- 4) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 5) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 6) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.
- 7) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 8) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- 9) All proposals shall remain Contractor for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 10) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 11) Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle.
- 12) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.
- 13) Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from

disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

- 14) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 15) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 16) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 17) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).

Nondiscrimination: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

18) Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFP

This RFP is posted on the IWMA's website: <https://www.iwma.com/about/requests-for-proposal/>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

All communications concerning this RFP shall be directed to jlane@iwma.com with the email subject line of: **QUESTIONS – Fee Study RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to jlane@iwma.com with the email subject line of: **QUESTIONS – Fee Study RFP**.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations". The IWMA may waive any immaterial deviation or defect in a proposal.

F. Award

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days after the date of the RFP closing.

Item 13, Attachment B

**SERVICE AGREEMENT
BETWEEN
SAN LUIS OBISPO COUNTY INTEGRATED WASTE
MANAGEMENT AUTHORITY
AND
“R3 CONSULTING”
FOR
“SOLID WASTE MANAGEMENT FEE STUDY”**

PRELIMINARY DRAFT AGREEMENT
MONTH YEAR



**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY**
Connecting the Community to Waste Solutions

This Agreement is made and entered into this _____ day of _____, 2024, by and between the **SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY** (hereafter “IWMA”) and **R3 CONSULTING** (hereafter “Contractor”). IWMA and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS: IWMA wishes to retain the services of an experienced and qualified Contractor to provide the following services:

- Investigate and Data Collection.
- Work with the Permitted Franchise Haulers to determine and evaluate the current revenue streams.
- Survey other regional agencies as examples of fee methodology.
- Review existing Solid Waste Management Fee Methodology.
- Evaluate Solid Waste Management Fee Alternatives.
- Develop a cost-of-service fee analysis.
- Provide recommendations for collection of Solid Waste Management Fees.
- Present Recommendations to LTF.

Contractor represents and warrants that it is qualified to perform those services.

WHEREAS, on DATE 2024, the IWMA Board of Directors authorized the Executive Director to negotiate agreement terms with the Contractor for Solid Waste Management Fee Study, pursuant to Contractor’s response to the IWMA Request for Proposal for such services; and

WHEREAS, the Contractor is familiar the IWMA’s Policy, and is otherwise qualified to provide such services as described in the Scope of Services; and

WHEREAS, the Parties enter into a three-year agreement on _____, 20__.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

AGREEMENT

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in the recitals.

1) SERVICES

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in Section 2(a) below.

2) TERM & TERMINATION

- a. Term: The term of the Agreement shall commence on [date], the Effective Date and, unless earlier terminated in accordance with the Agreement, shall continue through _____ (End Date). Unless otherwise specified, the Agreement may be renewed by mutual written agreement of the Parties.
- b. Termination: Notwithstanding any other provision in the Agreement, either Party may terminate the Agreement at any time on thirty (30) days prior written notice. If IWMA suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event that this Agreement is terminated pursuant to Section 2 of this Agreement, IWMA shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to IWMA. Upon termination of the Agreement, pursuant to this Section, Contractor will submit an invoice to IWMA.

3) COMPENSATION

- a. Contractor's Fees: The IWMA agrees to pay a total sum of the agreed amount signed by the Board of Directors for the IWMA and set forth in the attached Contractor proposal.
- b. Schedule of Payment: The IWMA shall pay Contractor for work produced from this Agreement in a total sum of (\$X) for services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If IWMA disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 30 (30) days of receipt of an invoice therefor.
- c. Retention of Funds: Contractor authorizes IWMA to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate IWMA for any losses, costs, liabilities, or damages suffered by IWMA, and all amounts for which IWMA may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement.

4) REPRESENTATION

- a. IWMA Representative(s): The Executive Director is designated as the "IWMA Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required, those actions will be taken by the IWMA Representative, unless otherwise stated. The IWMA's Executive Director has the right to designate another IWMA Representative at any time, by providing notice to Contractor.

- b. Contractor Representative(s): The person(s) employed by the Contractor whose name(s) are listed immediately following the signatures of the parties executive this Agreement are designated as the representative(s) of Contractor authorized to act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement.

5) CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

- a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by IWMA that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.
- b. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become to sole property of IWMA and may be used, reused, or otherwise disposed of by IWMA without the permission of Contractor.

6) OTHER LICENSES AND PERMITS

Contractor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

7) INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify and save harmless the IWMA, and each of its constituent agencies, and each of their officers, board members, council members, officers, and all agents and employees of the IWMA and agencies from any and all claims, demands, damages, costs, expenses, judgments or liability (including attorneys and other legal fees and costs) arising out of the Agreement or performance of the Services including, without limitation, predicated upon theories of violation statute, ordinance, or regulation, professional malpractice, negligence, or recklessness, including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, employment claims (including, without limitation, wage and hour, improper employee classification, harassment, discrimination, state and federal and state income or employment tax withholding, failure to comply with workers' compensation laws) and or any act or omission to act, whether willful, intentional or actively or passively negligent on the part of Contractor or his agents, employees or other Contractors directly responsible to Contractor and providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act,

committed jointly or concurrently by Contractor or Contractor's agents, employees or other independent Contractors and the IWMA its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, or judgments resulting solely from the intentional or active negligence of the IWMA.

8) INSURANCE

a. Liability Insurance

Agreement, bodily and personal injury, including death resulting therefrom, and property damage insurance. This liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of the Contract in the amount of \$1,000,000/occurrence \$2,000,000/aggregate, with IWMA listed as additional insured - Form CG 20 10, with coverage for Automobile Liability with \$5000,000 combined single limit per accident for "any auto" and IWMA listed as additional insured. The policies shall also provide:

- i. Certificate of Insurance
 - ii. Contractor's insurance shall be primary and IWMA insurance not contributory.
 - iii. Should any of the requested policies be cancelled before the expiration date, notice will provided in accordance with the Contractor's policy provisions;
 - iv. Approval of the insurance by IWMA shall not relieve or decrease the extent to which the Contractor may be held responsible for payment or damages resulting from Contractor's Services or operations pursuant to the Agreement.
- b. Worker's Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
- c. Employer's Liability: Contractor shall maintain Employer's liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- d. Termination for Failure to Comply: If Contractor fails to refuse to procure or maintain the insurance required by this Agreement or fails or refuses to furnish IWMA with required proof that insurance has been procured and is in force and paid for, IWMA shall have the right, without obligation, to terminate the Agreement, without prejudice to its rights of indemnification under the Agreement.

The Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.

Contractor shall provide certificates of insurance to Authority as evidence of insurance coverage prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies.

9) SUBCONTRACTORS

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to Authority.
- b. Present the IWMA the form of subcontract that will be used with the subcontractor for IWMA's approval, which approval will not be unreasonably withheld.
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming IWMA as an additional insured, unless such requirement is waived in writing by IWMA's Executive Director.

10) CONFLICT OF INTEREST

No officer, employee, or agent of IWMA who exercises any function or responsibility for planning and carrying out the services provided under this Agreement will have any direct or indirect personal financial interest in this Agreement. Contractor will comply with all federal and state conflict of interest laws, statutes, and regulations, which will be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of IWMA.

11) NOTICES

Any and all notices between IWMA and Contractor provided for or permitted under this Agreement or by law, will be in writing and will be deemed duly served when personally delivered to the notified parties. Service of notices may be given by email, but only provided the recipient replies to the email or otherwise confirms its receipt.

12) GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the Agreement will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

13) COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor will be knowledgeable of and will comply with all applicable federal, state, county and IWMA statutes, rules, regulations, ordinances and orders.

14) PUBLIC RECORDS ACT DISCLOSURE

Contractor is advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the IWMA may be subject to public disclosure, as required by the California Public Records Act (Government Code Section 6250 et seq.)

15) NONDISCRIMINATION

In providing the Services pursuant to the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, medical condition or other protected class identifier. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to any protected class under state or federal law. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable federal, State and local laws and regulations including all applicable policies concerning nondiscrimination and equal opportunity in contracting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year last written below:

DRAFT

SAN LUIS OBISPO COUNTY

INTEGRATED WASTE MANAGEMENT AUTHORITY

870 Osos Street

San Luis Obispo, CA 93401

Emails: jlane@iwma.com; pcron@iwma.com

X _____
Robert Robert, President Date

X _____
Contractor, Company Date

ATTEST

X _____
Clerk of the Board Date

APPROVED AS TO FORM

X _____
Legal Counsel Date

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Waste Characterization Study – Contract Recommendation

BACKGROUND:

On September 26, the Executive Committee approved the Request for Proposal (RFP) for a waste characterization study, and authorized staff to review and rank the proposals. The IWMA published the Waste Characterization Study RFP on October 1, 2024 and closed on November 1, 2024. The following firm submitted a proposal by the November 1 deadline:

1. MidAtlantic Solid Waste (MSW) Consultants

On November 1, 2024, a panel comprised of the IWMA Executive Director, IWMA Program Manager and two local jurisdiction officials reviewed and rated the proposals based on the criteria established by the RFP and pictured below.

CRITERIA SCORES	WEIGHT
1. QUALIFICATIONS OF FIRM AND PERSONNEL - 40%	0.40
2. TECHNICAL WORK PLAN - 30%	0.30
4. BUDGET, RETAINER, AND/OR RATES - 30%	0.30
OVERALL SCORE	1.00

Each proposal was reviewed critically by the four panelists and each panelist rated individually. As established in the RFP, the greatest weight was assigned to the category “Qualifications of Firm and Personnel”. Scores per criteria were averaged and then combined for final ratings, as shown below. The panelists provided unanimous feedback of having confidence in the evaluation criteria against the proposals. The final ratings resulted in a high score of 19.55 out of a possible 20 for MSW Consultants.

CRITERIA SCORES	WEIGHT	MSW Consultants	NOTES
Ranker 1	0.20	4.00	Ranked highest: MSW
Ranker 2	0.20	4.00	
Ranker 3	0.20	3.55	
Ranker 4	0.20	4.00	
Ranker 5	0.20	4.00	
OVERALL SCORE	1.00	19.55	
TOTAL POSSIBLE	1.00	20.00	

Following the ranking panel, the IWMA staff contacted MSW Consultant's primary reference for an evaluation. Based on the ranking panel and reference, the IWMA staff recommends that MSW Consultants is selected for the Waste Characterization Study for the IWMA because of their proven ability to:

- Accurately and professionally provide waste characterization services and reporting.
- Submit a competitive rate of compensation in relation to the quality of work presented in their proposal.
- Identify SB 1383 targets including organics disposed comparatively to the 2021 study by CalRecycle.

Should the recommendation be approved, contract negotiations will take place between MSW Consultants and the IWMA with an anticipated effective date of January 1, 2025.

RECOMMENDATION:

- A) Approve and accept staff's ranking and recommendation of MSW Consultants; and
 - B) authorize staff to negotiate and finalize the contract for a Waste Characterization Study with MSW Consultants; and
 - C) authorize the Board President to sign the final contract with MSW Consultants.
-

FISCAL IMPACT:

The recommended action does not create a direct fiscal impact. The final scope and cost of work will be negotiated with the selected contractor under the proposed terms. The budget set was not to exceed \$50,000. The recommended contractor included a total budget of \$49,900.

ATTACHMENTS:

- A. Waste Characterization Study RFP
- B. Draft Agreement – Waste Characterization Study
- C. All Proposals Received – [Linked on the IWMA Website](#)

Item 14, Attachment A



Request for Proposal
for
Waste Characterization Study
for the San Luis Obispo County
Integrated Waste Management Authority

RFP Released:

Tuesday, October 1, 2024

RFP Submission Deadline:

Friday, November 1, 2024 by 12:00 PM

**San Luis Obispo County IWMA
870 Osos Street
San Luis Obispo, CA 93401
805.782.8530**

[W: www.iwma.com](http://www.iwma.com)

[E:Jlane@iwma.com](mailto:Jlane@iwma.com)

SECTION I - Introduction and Background

A. Introduction

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to conduct a waste characterization study.

The preferred date of completion for the waste characterization study is September 1, 2025.

All proposals must be received by, on, or before **Friday November 1, 2024 by 12:00 PM**. The preferred method for proposal submission is electronic via jlane@iwma.com. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

SLO County IWMA
Attn: Jordan Lane
870 Osos Street
San Luis Obispo, CA 93401

Background

The IWMA is a government entity formed through a Joint Powers Agreement governed by a nine-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City representatives, one Special District representative, and one County representative. The Board of Directors oversees the IWMA office and its mission to provide coordinated efforts to comply with state waste and recycling policy on behalf of San Luis Obispo County member agencies through practical, cost-effective programs, education, and technical support.

The Executive Director reports directly to the Board of Directors and performs all duties necessary for proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of seven (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA serves a unique area that is comprised of over 3,616 square miles with over 8,800 commercial waste generators. This area is a combination of urban and rural landscape served by 5 unique hauling companies operating under over 24 franchise agreements.

Request

The IWMA is seeking proposals for a Waste Characterization Study in San Luis Obispo County. In keeping with its desired goals and continued achievements, the IWMA recognizes the need to continually examine data that may impact the mandates set forth by the State and monitor the progress of IWMA programs.

The waste characterization study will identify the quantity and composition of waste disposed by sector and jurisdiction and identify opportunities to divert material from the landfill to meet state requirements (e.g., AB 341, AB 1826, and SB 1383).

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications

The ideal Contractor will have the following characteristics:

- Basic understanding of the IWMA's mission and goals.
- Comfortability collecting and analyzing data.
- Expertise in performing waste characterizations safely and effectively.
- Experience working with government agencies.
- Strong understanding of the waste and recovery industries.
- Strong communication skills.
- Familiarity with the San Luis Obispo County waste system is preferred, but not required.

B. Scope of Services

Utilizing the 2021 CalRecycle Disposal Facility-Based Characterization Study (Attachment A) as a model, the contractor will evaluate waste disposal here in San Luis Obispo County. At the direction of the Executive Director, the contractor will sample representative portions of residential, commercial, and self-haul solid waste generated in San Luis Obispo County; sort disposed waste by type; compile collected data; and report the results to the IWMA.

Primary objectives of this study are to:

- ❖ Conduct two waste characterizations in San Luis Obispo County.
- ❖ Create a report comparing the 2021 CalRecycle Disposal Facility-Based Characterization Study against this study establishing baseline data for the IWMA to monitor and measure recycling, organics, and waste disposal trends.
- ❖ Identify specific generators or, failing that, specific collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream.
- ❖ Further define and measure edible food, organic waste and recyclable materials disposed into the County waste stream including suggestions from respondent to expand categories studied.
- ❖ Identify SB 1383 targets including organics disposed compared to the 2021 study and edible food that could be potentially donatable.

Technical Work Plan shall include (at a minimum):

1. The process (including recommended sampling sites and number of loads at those sites) necessary to collect representative data to the degree of accuracy sufficient to be comparable with the 2021 CalRecycle Disposal Facility-Based Characterization Study to satisfy the reporting requirements of the IWMA.
2. Sampling and waste sorting labor shall be performed and/or provided by the Contractor.
3. Copies of field forms to be used.

For each sample, collect the following information:

- Sector type (residential, commercial, mixed residential and commercial, and self-haul residential or self-haul commercial),
- Container/Vehicle type (Front load container, Side load container, compactor, compacted debris box, loose debris box, Self-Haul vehicle),
- Jurisdiction of origin,
- Subtypes of commercial loads, by customer “class”: construction and demolition; wholesale/retail/warehouse; office, government, other business services; institution (education, health care); manufacturing; food and lodging; other commercial,
- Product categories as defined in the CalRecycle 2021 Disposal Facility Based Characterization Study,
- Customer comments; and
- Other information as determined by the IWMA.

4. Waste characterization protocol, including but not limited to: vehicle selection and sorting protocols, material type/subtype definitions, and protocols for lumping/splitting materials categories.
5. The proposed two-season sampling schedule will include a “wet season sort” in February/March and a “dry season sort” in June/July.
6. Timeline showing anticipated completion dates for major milestones, draft and final reports.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

A. Timeline

DATE - 2024	EVENT
Tuesday, October 1	RFP release date
Tuesday, October 8	Optional pre-proposal phone conference at 2:30 PM (PST)
Wednesday, October 9	Deadline to submit written questions due by 12:00 PM (PST)

Friday, November 1	Proposals due by 12:00 PM (PST)
Wednesday, November 6	Preliminary screening process complete, including reference checks
Wednesday, November 13	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
Wednesday, November 20	Negotiate and finalize contract
Friday, December 6	IWMA Board President signs contract (if applicable)

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

1. Qualifications of Contractor and Personnel (40%)

2. Technical Workplan (30%)

Briefly describe how each task listed in the Scope of Services will be addressed. Suggest an execution strategy including a list of deliverables and associated timeline.

3. Budget, Retainer, and/or Rates (30%)

Include an estimate of a rate or retainer for all proposed services. All hourly rates, fees, and reimbursable costs must be clearly stated. Provide the title and rate of all Contractor staff and subcontractors assigned to regular duties as outlined in the Scope of Services.

4. Client References

Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.

5. Identify Existing and Potential Conflicts of Interest

List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor's representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

6. Disclosure of Litigation

Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation has commenced.

7. Additional Information

Include the location of the business and the availability of appropriate professionals as needed. Identify any other related qualifications and information not specified in this RFP that the firm may consider essential and relevant to the IWMA.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to jlane@iwma.com with the email subject line of **QUESTIONS – Waste Characterization Study RFP by October 9, 2024 12:00 p.m. (PST)**. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted (anonymously) on the IWMA website: <https://www.iwma.com/open-bids-rfps>. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

D. Submittal Instructions

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (pdf), to jlane@iwma.com with the email subject line of **PROPOSAL – Waste Characterization Study RFP, by November 1, 12:00 p.m. (PST)**.

SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

The proposals shall be reviewed based on the criteria and scale in Section B. The goal is to contract with a Contractor that is qualified to assist the IWMA in its efforts to provide outreach and education through its Waste Characterization Study platforms.

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the IWMA Executive Committee and/or Board of Directors.

B. Final Selection

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the Board of Directors for approval. The final contract will be signed by the IWMA Board President.

C. Contract Award and Execution

The IWMA reserves the right to enter into a contract without further discussion of the submitted

proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit additional offers at a later date.

The contract awarded for this request will be written by the IWMA. A sample agreement is attached as Attachment 1-A.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract. Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the IWMA. If the successful proposer fails to sign a contract within fourteen (14) calendar days, unless the IWMA grants an extension following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or

oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - GENERAL CONDITIONS

A. IWMA Rights & Options

All proposals must be submitted to the IWMA email address: jlane@iwma.com with the email subject line of: **PROPOSAL – Waste Characterization Study RFP** in Adobe (pdf) format **by November 1, 2024, 12:00 p.m. (PST)**.

- 1) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.
- 2) This RFP does not constitute an offer of employment or contract for services.
- 3) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 4) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 5) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.
- 6) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 7) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- 8) All proposals shall remain active for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 9) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 10) Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle.
- 11) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be

available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer MUST specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

- 12) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 13) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 14) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 15) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).

Nondiscrimination: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

- 16) Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFP

This RFP is posted on the IWMA's website: <https://www.iwma.com/open-bids-rfps>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

All communications concerning this RFP shall be directed to jlane@iwma.com with the email subject line of: **QUESTIONS – Waste Characterization Study RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to jlane@iwma.com with the email subject line of: **QUESTIONS – Waste Characterization Study RFP**.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Auto Liability / Property Damage / Bodily Injury	\$1,000,000 Per Occurrence
Workman's Compensation & Disability Benefits	\$1,000,000 Per Occurrence

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate

element of the proposal under the heading “Exceptions and Deviations”. The IWMA may waive any immaterial deviation or defect in a proposal.

F. Award

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days after the date of the RFP closing.

Item 14, Attachment B

**SERVICE AGREEMENT
BETWEEN
SAN LUIS OBISPO COUNTY INTEGRATED WASTE
MANAGEMENT AUTHORITY
AND
“MSW Consultants”
FOR
“Waste Characterization Study”**

PRELIMINARY DRAFT AGREEMENT
MONTH YEAR



**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY**
Connecting the Community to Waste Solutions

This Agreement is made and entered into this _____ day of _____, 2024, by and between the **SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY** (hereafter “IWMA”) and **MIDATLANTIC SOLID WASTE CONSULTANTS** (hereafter “Contractor”). IWMA and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS: IWMA wishes to retain the services of an experienced and qualified Contractor to provide the following services:

- ❖ Conduct two waste characterizations in San Luis Obispo County.
- ❖ Create a report comparing the 2021 CalRecycle Disposal Facility-Based Characterization Study against this study establishing baseline data for the IWMA to monitor and measure recycling, organics, and waste disposal trends.
- ❖ Identify specific generators or, failing that, specific collection routes that are contributing substantial quantities of recyclable and organic materials to the waste stream.
- ❖ Further define and measure edible food, organic waste and recyclable materials disposed into the County waste stream including suggestions from respondent to expand categories studied.
- ❖ Identify SB 1383 targets including organics disposed compared to the 2021 study and edible food that could be potentially donatable.

Contractor represents and warrants that it is qualified to perform those services.

WHEREAS, on DATE 2024, the IWMA Board of Directors authorized the Executive Director to negotiate agreement terms with the Contractor for Waste Characterization Study pursuant to Contractor’s response to the IWMA Request for Proposal for such services; and

WHEREAS, the Contractor is familiar the IWMA’s Policy, and is otherwise qualified to provide such services as described in the Scope of Services; and

WHEREAS, the Parties enter into a three-year agreement on _____, 20__.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

AGREEMENT

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in the recitals.

1) SERVICES

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in Section 2(a) below.

2) TERM & TERMINATION

- a. Term: The term of the Agreement shall commence on [date], the Effective Date and, unless earlier terminated in accordance with the Agreement, shall continue through _____ (End Date). Unless otherwise specified, the Agreement may be renewed by mutual written agreement of the Parties.
- b. Termination: Notwithstanding any other provision in the Agreement, either Party may terminate the Agreement at any time on thirty (30) days prior written notice. If IWMA suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event that this Agreement is terminated pursuant to Section 2 of this Agreement, IWMA shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to IWMA. Upon termination of the Agreement, pursuant to this Section, Contractor will submit an invoice to IWMA.

3) COMPENSATION

- a. Contractor's Fees: The IWMA agrees to pay a total sum of the agreed amount signed by the Board of Directors for the IWMA and set forth in the attached Contractor proposal.
- b. Schedule of Payment: The IWMA shall pay Contractor for work produced from this Agreement in a total sum of (\$X) for services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If IWMA disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 30 (30) days of receipt of an invoice therefor.
- c. Retention of Funds: Contractor authorizes IWMA to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate IWMA for any losses, costs, liabilities, or damages suffered by IWMA, and all amounts for which IWMA may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement.

4) REPRESENTATION

- a. IWMA Representative(s): The Executive Director is designated as the "IWMA Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection

with this Agreement. Whenever approval, directions, or other actions are required, those actions will be taken by the IWMA Representative, unless otherwise stated. The IWMA's Executive Director has the right to designate another IWMA Representative at any time, by providing notice to Contractor.

- b. Contractor Representative(s): The person(s) employed by the Contractor whose name(s) are listed immediately following the signatures of the parties executive this Agreement are designated as the representative(s) of Contractor authorized to act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement.

5) CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

- a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by IWMA that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.
- b. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become to sole property of IWMA and may be used, reused, or otherwise disposed of by IWMA without the permission of Contractor.

6) OTHER LICENSES AND PERMITS

Contractor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

7) INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify and save harmless the IWMA, and each of its constituent agencies, and each of their officers, board members, council members, officers, and all agents and employees of the IWMA and agencies from any and all claims, demands, damages, costs, expenses, judgments or liability (including attorneys and other legal fees and costs) arising out of the Agreement or performance of the Services including, without limitation, predicated upon theories of violation statute, ordinance, or regulation, professional malpractice, negligence, or recklessness, including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, employment claims (including, without limitation, wage and hour, improper employee classification, harassment, discrimination, state and federal and state income or employment tax withholding, failure to comply with

workers' compensation laws) and or any act or omission to act, whether willful, intentional or actively or passively negligent on the part of Contractor or his agents, employees or other Contractors directly responsible to Contractor and providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor or Contractor's agents, employees or other independent Contractors and the IWMA its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, or judgments resulting solely from the intentional or active negligence of the IWMA.

8) INSURANCE

a. Liability Insurance

Agreement, bodily and personal injury, including death resulting therefrom, and property damage insurance. This liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of the Contract in the amount of \$1,000,000/occurrence \$2,000,000/aggregate, with IWMA listed as additional insured - Form CG 20 10, with coverage for Automobile Liability with \$5000,000 combined single limit per accident for "any auto" and IWMA listed as additional insured. The policies shall also provide:

- i. Certificate of Insurance
 - ii. Contractor's insurance shall be primary and IWMA insurance not contributory.
 - iii. Should any of the requested policies be cancelled before the expiration date, notice will provided in accordance with the Contractor's policy provisions;
 - iv. Approval of the insurance by IWMA shall not relieve or decrease the extent to which the Contractor may be held responsible for payment or damages resulting from Contractor's Services or operations pursuant to the Agreement.
- b. Worker's Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
- c. Employer's Liability: Contractor shall maintain Employer's liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- d. Termination for Failure to Comply: If Contractor fails to refuse to procure or maintain the insurance required by this Agreement or fails or refuses to furnish IWMA with required proof that insurance has been procured and is in force and paid for, IWMA shall have the right, without obligation, to terminate the Agreement, without prejudice to its rights of indemnification under the Agreement.

The Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.

Contractor shall provide certificates of insurance to Authority as evidence of insurance coverage prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies.

9) SUBCONTRACTORS

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to Authority.
- b. Present the IWMA the form of subcontract that will be sued with the subcontractor for IWMA's approval, which approval will not be unreasonably withheld.
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming IWMA as an additional insured, unless such requirement is waived in writing by IWMA's Executive Director.

10) CONFLICT OF INTEREST

No officer, employee, or agent of IWMA who exercises any function or responsibility for planning and carrying out the services provided under this Agreement will have any direct or indirect personal financial interest in this Agreement. Contractor will comply with all federal and state conflict of interest laws, statues, and regulations, which will be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of IWMA.

11) NOTICES

Any and all notices between IWMA and Contractor provided for or permitted under this Agreement or by law, will be in writing and will be deemed duly served when personally delivered to the notified parties. Service of notices may be given by email, but only provided the recipient replies to the email or otherwise confirms its receipt.

12) GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the Agreement will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

13) COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor will be knowledgeable of and will comply with all applicable federal, state, county and IWMA statues, rules, regulations, ordinances and orders.

14) PUBLIC RECORDS ACT DISCLOSURE

Contractor is advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the IWMA may be subject to public

disclosure, as required by the California Public Records Act (Government Code Section 6250 et seq.)

15) NONDISCRIMINATION

In providing the Services pursuant to the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, medical condition or other protected class identifier. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to any protected class under state or federal law. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable federal, State and local laws and regulations including all applicable policies concerning nondiscrimination and equal opportunity in contracting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year last written below:

DRAFT

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

870 Osos Street

San Luis Obispo, CA 93401

Emails: jlane@iwma.com; pcron@iwma.com

X _____
Robert Robert, President Date

X _____
Contractor, MSW Consultants Date

ATTEST

X _____
Clerk of the Board Date

APPROVED AS TO FORM

X _____
Legal Counsel Date

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Video Content Production – Contract Recommendation

BACKGROUND:

On September 26, the Executive Committee approved the Request for Proposal (RFP) for video content production, and authorized staff to review and rank the proposals.

Proposals submitted:

1. Corepark
2. CV Strategies
3. DropDrop
4. FixaMedia
5. Goal Productions
6. Government Service Group
7. Great Media x Triple Pointe Media
8. Hamlin Creative
9. Ilardi Media
10. Media 3Sixty
11. No Sunrise Wasted
12. Out West Digital
13. Sirena Media
14. The National Theatre for Children
15. VideoVets
16. Worldwide Productions

On November 1, 2024, a panel comprised of the IWMA Executive Director, Deputy Director, Program Coordinator, Board Member, and local educator reviewed and rated based on the criteria established by the RFP and shown below.

CRITERIA SCORES	WEIGHT
1. QUALIFICATIONS OF FIRM AND PERSONNEL - 45%	0.45
2. CREATIVE OUTLINE - 35%	0.35
3. BUDGET, RETAINER, AND/OR RATES - 20%	0.20
OVERALL SCORE	1.00

Each proposal reviewed was accompanied by a video example provided by the firms. Given the number of proposals submitted and the allotted time for review, the panelists were granted an extension to review all proposals in order to critically review and rate all proposals. As established in the RFP, the greatest weight was assigned to “Qualifications of Firm and Personnel.” Scores per criteria were averaged and combined for final ratings, as shown below. The panelists provided unanimous feedback of having confidence in the evaluation criteria against the proposals. The final ratings resulted in the top score of 16.88 out of a possible 20 for Out West Digital. In addition to the ranking scorecard below, Ranker 5 – Board Member Hamon, gave his recommendation for Out West Digital and VideoVets.

CRITERIA SCORES	WEIGHT	Corepark	CV Strategies	DropDrop	FixaMedia	Goal Productions	Gov Service Group	Hamlin Creative	Iardi Media
Panel 1	0.25	1.83	2.45	3.45	3.73	3.23	3.00	3.68	2.95
Panel 2	0.25	2.10	2.30	4.10	3.53	3.58	3.13	4.33	2.78
Panel 3	0.25	1.75	2.10	3.80	3.63	3.45	2.45	4.38	1.65
Panel 4	0.25	1.90	2.75	4.43	4.20	3.65	2.30	4.33	1.00
Panel 5	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OVERALL SCORE	1.20	7.58	9.60	15.78	15.08	13.90	10.88	16.70	8.38
TOTAL POSSIBLE	1.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00

CRITERIA SCORES	WEIGHT	Media 3Sixty	No Sunrise Wasted	Out West Digital	Sirena Media	The National Theatre for Children	Great Media x Triple Pointe Media	VideoVets	Worldwide Productions	NOTES
Panel 1	0.25	3.78	2.95	4.55	3.55	3.50	3.28	3.78	3.73	Ranked highest: Out West Digital
Panel 2	0.25	3.33	2.10	4.25	3.28	3.28	3.35	3.78	3.65	
Panel 3	0.25	3.73	2.00	4.20	2.05	2.55	1.20	2.03	3.98	
Panel 4	0.25	3.78	3.78	3.88	3.10	2.00	2.60	3.73	3.09	
Panel 5	0.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
OVERALL SCORE	1.20	14.60	10.83	16.88	11.98	11.33	10.43	13.30	14.44	
TOTAL POSSIBLE	1.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	

Based on the ranking panel and references, the IWMA staff recommends that Out West Digital is selected for Video Content Production because of the following qualities and proven ability to:

- Produce and execute a high-quality series of videos that portray the IWMA’s messaging in a clear and concise manner that will reach a diverse audience.
- Clear and constructive expectations of the IWMA staff during pre- and post-production.
- Provide all deliverables, including b-roll footage and still imagery.
- Submit a competitive rate of compensation in relation to the quality of work presented in their proposal.

RECOMMENDATION:

A) Approve and accept staff’s ranking and recommendation of Out West Digital; and B) authorize staff to negotiate and finalize the contract for Video Content Production with the Out West Digital; and C) authorize the Board President to sign the final contract with Out West Digital.

FISCAL IMPACT:

The recommended action does not create a direct fiscal impact. The final scope and cost of work will be negotiated with the selected contractor under the proposed terms. As stated in the RFP, the not-to-exceed limit was set at \$150,000. Out West Digital's proposal included a total budget of \$48,143.

ATTACHMENTS:

- A. Video Content Production RFP
- B. Draft Agreement – Video Content Production
- C. All Proposals Received (16 total) - [Linked on the IWMA Website](#) under the November 13th Board Meeting



Request for Proposal
for
Video Content Production
for the San Luis Obispo County
Integrated Waste Management Authority

RFP Released:

Thursday, September 26, 2024

RFP Submission Deadline:

Friday, November 1, 2024 by 12:00 PM

**San Luis Obispo County IWMA
870 Osos Street
San Luis Obispo, CA 93401
805.782.8530**

[W: www.iwma.com](http://www.iwma.com)

[E: akuder@iwma.com](mailto:akuder@iwma.com)

SECTION I - Introduction and Background

A. Introduction

The San Luis Obispo County Integrated Waste Management Authority (IWMA) is requesting proposals from qualified Contractors to produce a series of videos promoting responsible waste reduction and disposal in San Luis Obispo (SLO) County. The video series should have a positive and educational tone, and a focus on the systems present locally with the intent to increase resident participation in blue and green bin recycling. The final video series should consist of *at least* four high-quality videos, and an accompanying library of content, for the IWMA to use in community outreach campaigns. The selected qualified Contractor will successfully demonstrate their ability to craft a compelling and factual campaign with a unifying theme.

The preferred date of completion for this project is between July 01, 2025 and December 31, 2025.

All proposals must be received by, on, or before **Friday, November 1, 2024 by 12:00 PM**. The preferred method for proposal submission is electronic via akuder@iwma.com. However, if you wish to submit a paper copy, please submit it in a sealed envelope to:

SLO County IWMA
Attn: Ashley Kuder
870 Osos Street
San Luis Obispo, CA 93401

Background

The IWMA is a government entity formed through a Joint Powers Agreement governed by a nine-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City representatives, one Special District representative, and one County representative. The Board of Directors oversees the IWMA office and its mission to provide coordinated efforts to comply with state waste and recycling policy on behalf of San Luis Obispo County member agencies through practical, cost-effective programs, education, and technical support.

The Executive Director reports directly to the Board of Directors and performs all duties necessary for proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of six (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA serves a unique area that is comprised of over 3,616 square miles with over 8,800 commercial waste generators. This area is a combination of urban and rural landscape served by 5 unique hauling companies operating under over 24 franchise agreements.

Recent California state law, SB 1383, mandates that all residents and commercial businesses recycle their organic waste. In San Luis Obispo County, green organics (food and yard waste), are collected in green residential curbside bins. The material is transported to an anaerobic digestion facility, where it is converted into organic compost within two weeks. The digestion process also produces renewable energy, which powers the facility operations and reintroduces enough energy into the municipal power grid to power six hundred homes. The compost created is applied on farms, vineyards and gardens around the county.

Most of the recyclable material in San Luis Obispo is sent to a single Materials Recovery Facility (MRF), where it is sorted and sold to recycling markets by a private company under franchise agreement with IWMA member jurisdictions. A recent survey done by the IWMA found that residents

are skeptical about the end destination of the recyclable materials they put in their blue bin. Commonly held skepticisms center around the misconception that all recyclables are sent directly to the landfill. The IWMA hopes to counter these misperceptions through the proposed video series.

The IWMA is a government agency, therefore, all materials produced in response to this RFP should be educational and based in fact to support the IWMA’s mission of promoting responsible resource management. The IWMA is not an advocacy group.

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications of Contractor and Personnel

The ideal Contractor will have the following characteristics:

- Basic understanding of the IWMA’s mission and goals.
- Strong and deliberate creative voice and accompanying storytelling skills.
- Ability to create a unified message understood by diverse and/or polarized groups.
- Demonstrated experience in producing video content with a similar scope.
- Technical experience with video and audio recording equipment necessary for high-quality production.
- Familiarity with San Luis Obispo County and the audience addressed by the IWMA.
- Experience working with environmental, resource management, solid waste, recovery, government or political industries relevant to the work of the IWMA.

B. Project Scope

The Contractor will produce and provide the following:

1. Video content library of B-roll footage.
2. Library of high-quality still images (at least 100).
3. At least (4) finalized videos:

Four themed videos each focused on a different aspect of resource recovery. Each of the final videos should adhere to the following schema:

- Narrative repackaged to fit 10, 30 and 90 second timeframes.
- Resized to fit an aspect ratio appropriate for distribution to the following media outlets:
 - Television broadcasting and streaming
 - IWMA and member jurisdiction websites
 - Instagram and related social media sites
- Additional lengths and file formats as recommended by the qualified Contractor or requested by the IWMA.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal Conference, Deadline for Final Questions, Proposal Submission Deadline, or Interviews will be advertised in the form of an addendum to this RFP. The schedule for other milestone dates may be adjusted without notice.

A. Timeline

DATE – 2024	EVENT
-------------	-------

Thursday, September 26	RFP release date
Thursday, October 10	Optional pre-proposal phone conference at 2:30 PM (PST)
Friday, October 18	Deadline to submit written questions due by 12:00 PM (PST)
Friday, November 1	Proposals due by 12:00 PM (PST)
Wednesday, November 6	Preliminary screening process complete, including reference checks
Wednesday, November 13	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
Wednesday, November 20	Negotiate and finalize contract
Friday, December 6	IWMA Board President signs contract (if applicable)

B. Proposal Format and Content Requirements

All proposals must include, and will be evaluated on, the following criteria:

1. Qualifications of Contractor and Personnel (45%)

- Portfolio of past work.
- Statement of Qualifications: briefly describe how your firm meets or exceeds the desired qualifications defined in Section II (A), Qualifications of Contractor and Personnel.
- Describe your expectations of IWMA staff in the production of the video series, and what assistance the IWMA will provide in the proposed project.
- Resumes of and duties assigned to relevant personnel.
- List of technical equipment to be used in production.

2. Creative Outline: Timeline and Deliverables (35%)

Part 1. Please outline your approach to the following prompts. Include any techniques or creative devices you would use to create a compelling and memorable video. Choose 3 of the

4 following prompts:

- 1) Demonstrate the story of a blue bin recycled item compared to that same item being landfilled.
- 2) Demonstrate the story of a composted item compared to that same item being landfilled.
- 3) Tell a narrative dispelling the “Myths of Recycling”.
- 4) SLO County’s anaerobic digestion facility turns food and yard waste into organic compost but also electricity—how would you highlight this benefit to encourage organic waste recycling?

Part 2. Provide an original storyline that will promote resource recovery, source reduction, or landfill diversion.

Part 3. Briefly define a centralized theme, slogan or otherwise unifying aspect you would use to craft a cohesive campaign.

Part 4. Suggest an execution strategy including a list of deliverables and associated timeline.

Part 5. Describe your ideal outcome for the project, and how the IWMA might employ the finished video series in a community-wide outreach campaign.

3. Budget, Retainer, and/or Rates (20%)

The budget for Video Content Production, including library of B-roll and still images, shall not exceed \$150,000. The cost proposal shall provide a specific cost estimate and a “not to exceed” cost ceiling.

- Include a cost estimate broken down by pre-production, production, and post-production project phases.
- All anticipated hourly rates, fees, and reimbursable costs should be clearly stated.

4. Client References

Provide a list of current and former clients, including any governmental agencies you have serviced. Include client name, contact person and title, complete address, telephone number, type of organization, and a brief description of work performed.

5. Identify Existing and Potential Conflicts of Interest

List all current public clients in San Luis Obispo County for which the Contractor provides service. To the extent they are reasonably foreseeable, please indicate any actual or potential conflicts of interest that might arise from the Contractor’s representation of the IWMA. Please outline the manner in which conflicts would be resolved, mitigated, or avoided.

6. Disclosure of Litigation

Contractor must include in its Proposal a complete disclosure of any civil or criminal litigation or indictment involving the Contractor. Contractor must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime Contractor team members, and subcontractors. This disclosure requirement is a continuing obligation, and any litigation commenced after a Contractor has submitted a Proposal under this RFP must be disclosed to the IWMA in writing within five (5) days after the litigation has commenced.

7. Additional Information

Include the location of the business and the availability of appropriate professionals as needed. Identify any other related qualifications and information not specified in this RFP that the firm may consider essential and relevant to the IWMA.

C. Questions

All questions (requests for interpretations or corrections) pertaining to the content of this RFP must be made in writing to akuder@iwma.com with the email subject line of **QUESTIONS – Video Content Production RFP by Friday, October 18 at 12:00 PM**. Requests submitted after said date may not be considered. Questions will receive a response within five (5) business days. Questions and responses will be posted anonymously on the IWMA website: <https://www.iwma.com/open-bids-rfps>. The IWMA reserves the right to determine the appropriateness of comments/questions that will be posted on the IWMA website.

D. Submittal Instructions

If you or your Contractor is interested and qualified, please submit one (1) electronic copy of your proposal, in Adobe (.pdf) format, to akuder@iwma.com with the email subject line of **PROPOSAL – Video Content Production RFP, by Friday, November 1 by 12:00 PM**.

SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

The proposals shall be reviewed based on the criteria and scale in Section III (B) above. The goal is to contract with a Contractor that is qualified to help the IWMA produce a high-quality video outreach campaign.

Proposals will be reviewed upon receipt and the most qualified firms may be requested to make a presentation to the IWMA Executive Committee and/or Board of Directors.

B. Final Selection

IWMA Staff will formulate its recommendation for award of the Contract and forward its selection to the Board of Directors for approval. The final contract will be signed by the IWMA Board President.

C. Contract Award and Execution

The IWMA reserves the right to enter into contract without further discussion of the submitted proposal. Therefore, the proposal should be initially submitted on the most favorable terms the proposer can offer. The IWMA reserves the right to withdraw the RFP in whole or in part, at any time and for any reason. Submission of a proposal confers no rights upon a proposer and does not obligate the IWMA in any manner. The IWMA reserves the right to award no contract and to solicit additional offers at a later date.

The contract awarded for this request will be written by the IWMA. A sample agreement is attached as Attachment 1-A.

Each proposer, by submitting a proposal, agrees that if the IWMA accepts its proposal, such proposer will furnish all items and services upon the terms and conditions in this RFP and subsequent contract.

Proposals that do not meet the mandatory requirements set forth in this RFP will not be considered. Proposers may be disqualified, and the proposal may be rejected by the IWMA for any of, but not limited to, the following reasons:

- Failure to properly respond to the RFP.
- Evidence of collusion among the proposers submitting the proposals.
- Failure to comply with the specification requirements of the RFP.

Terms, conditions, prices, methodology, or other features of the proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the proposer may be required to submit additional financial information and other data to allow for a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

The RFP document and the successful proposal, as amended by agreement between the IWMA and the successful proposer, including e-mail or written correspondence relative to the RFP, may become part of the contract documents. Additionally, the IWMA may verify the successful proposer's representations that appear in the proposal. Failure of the successful proposer to perform as represented may result in elimination of the successful proposer from competition or in contract cancellation or termination.

The requirements listed in this RFP are not negotiable and will remain unchanged unless the IWMA determines that a change in such requirements is in the best interest of the IWMA.

The IWMA expressly reserves the right, in its sole judgment, to accept or reject any or all proposals, with or without cause, modify, alter, waive any technicalities or provisions, or to accept the proposal which, in its sole judgment, is determined to be the best evaluated offer resulting from negotiation and taking into consideration other evaluation factors set forth in the RFP. The successful proposer will be expected to enter into a contract with the IWMA. If the successful proposer fails to sign a contract within fourteen (14) calendar days, unless the IWMA grants an extension following the delivery of the contract documents, the IWMA may elect to negotiate a contract with the next-highest ranked proposer.

IWMA shall not be bound, or in any way obligated, until both parties have executed a contract. The selected proposer may not incur any chargeable costs prior to final contract execution. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final Contract.

The supplies and services are to be provided in compliance with all applicable state and federal standards, rules, and regulations. The IWMA reserves the right to request additional written and/or oral information from proposers at any time before contract award, to obtain clarification of their responses.

SECTION V - GENERAL CONDITIONS

A. IWMA Rights & Options

All proposals must be submitted to the IWMA email address: akuder@iwma.com with the email subject line of: **PROPOSAL – Video Content Production** in Adobe (.pdf) format **by Friday, November 1 by 12:00 PM.**

- 1) All costs incurred in the preparation and submission of proposals and related documentation will be borne solely by the proposer.

- 2) This RFP does not constitute an offer of employment or contract for services.
- 3) The IWMA may, in its sole and absolute discretion, accept or reject all proposals, in whole or in part, with or without cause, in response to this RFP and to make more than one award, or no award, or postpone or cancel, at any time, this RFP process, if the IWMA determines such action to be in its best interests.
- 4) The IWMA reserves the right to remedy technical errors, modify the published scope of services and approve or disapprove the use of all sub-consultants.
- 5) The issuance of this RFP does not constitute an agreement by the IWMA that any subsequent selection process will occur, or that any contract will be entered into by the IWMA. Proposals and other materials will not be returned.
- 6) The IWMA has the right to use any or all ideas or concepts presented in any proposal or interview without restriction and without communication to all applicants.
- 7) All documents submitted to the IWMA in response to this RFP will become the exclusive property of the IWMA.
- 8) All proposals shall remain active for one hundred twenty (120) days, following the closing date for receipt of proposals.
- 9) The IWMA reserves the right to award the contract to the Contractor who presents the proposal which, in the judgment of the IWMA, best accomplishes the desired results.
- 10) The term of the contract will be two years with a start date of August 2, 2024. The contract may be renewed at the discretion of IWMA for up to one twelve-month period. Any request by the Contractor to increase pricing may not exceed national or regional CPI and must align with the IWMA's budget cycle.
- 11) Any contract awarded pursuant to this RFP will incorporate the requirements and specifications contained in this RFP. All information presented in the proposal will be considered binding upon selection of the successful proposer, unless otherwise modified and agreed to by the IWMA during subsequent negotiations.

Under the provisions of the California Public Records Act (the "Act"), Government Code section 6250 et seq., all "public records" (as defined in the Act) of a local agency, such as the IWMA, must be available for inspection and copying upon the request of any person. Under the Act, the IWMA may be obligated to provide a copy of all responses to this RFP, if such requests are made after the contract is awarded. One exception to this required disclosure is information which fits within the definition of a confidential trade secret [Government Code section 6254(k)] or contains other technical, financial, or other data whose public disclosure could cause injury to the proposer's competitive position. If any proposer believes that information contained in its response to this RFP should be protected from disclosure, the proposer **MUST** specifically identify the pages of the response that contains the information by properly marking the applicable pages and inserting the following notice in the front of its response:

NOTICE: The data on pages _ of this response identified by an asterisk (*) contain technical or financial information, which are trade secrets, or information for which disclosure would result

in substantial injury to the proposer's competitive position. Proposer requests that such data be used only for the evaluation of the response but understands that the disclosure will be limited to the extent the IWMA considers proper under the law. If an agreement is entered into with the proposer, the IWMA shall have the right to use or disclose the data as provided in the agreement, unless otherwise obligated by law.

- 12) The IWMA will not honor any attempt by proposer to designate its entire proposal as proprietary. If there is any dispute, lawsuit, claim or demand as to whether information within the response to the RFP is protected from disclosure under the Act, proposer shall indemnify, defend, and hold harmless the IWMA in any action arising out of such dispute, lawsuit, claim, or demand.
- 13) The proposer warrants that no official or employee of the IWMA has an interest, has been employed or retained to solicit or aid in the procuring of any contract resulting from this RFP, if any, and further warrants that such person will not be employed in the performance of the contract without immediate written notice to the IWMA.
- 14) Contractors submitting proposals shall warrant that their offer is made without any previous understanding, agreement, or connection with any person, Contractor or corporation submitting a separate proposal for the same service and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. This condition shall not apply to proposals which are submitted by Contractors who have partnered with others to submit a cooperative proposal that clearly identifies a primary Contractor and the associated sub-Contractors.
- 15) Proposers shall comply with all laws and regulations governing nondiscrimination in employment, including the Americans with Disabilities Act of 1990, the Fair Employment and Housing Act (California Government Code, § 12900, et seq.), and the applicable regulations promulgated thereunder (2 California Code of Regulations, § 7285, et seq.).

Nondiscrimination: The proposer, regarding the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin or other legally protected criteria in employment or the selection and retention of any potential subcontractors.

- 16) Unforeseen additional items and/or services may be required. The IWMA therefore reserves the right to negotiate with the successful proposer for additional items and/or services beyond what is described in the final contract.

B. Changes to the RFP

This RFP is posted on the IWMA's website: <https://www.iwma.com/open-bids-rfps>. Any changes, additions, or deletions to this RFP will be in the form of written addenda issued by the IWMA. Any addenda will be posted on the website. Prospective proposers must check the website for addenda or other relevant added information during the response period. The IWMA is not responsible for the failure of any prospective proposer to receive such addenda. All addenda so issued shall become a part of this RFP. Any proposer who has already submitted their proposal and desires to make corrections, may remove and replace their proposal up to the date and time for which this RFP closes.

C. Communications

All communications concerning this RFP shall be directed to akuder@iwma.com with the email

subject line of: **QUESTIONS – Video Content Production RFP**. All other communication is not binding and shall in no way modify the RFP or the obligations of the IWMA.

After the solicitation has closed, proposers can view the RFP on the IWMA website where any available award information will be posted and updated within the solicitation. Any questions and requests for information must be addressed to akuder@iwma.com with the email subject line of: **QUESTIONS – Video Content Production RFP**.

D. Insurance

The selected proposer will be required to provide insurance coverage in the amount of one million dollars (\$1,000,000) Commercial General Liability Insurance, and two million dollars (\$2,000,000) of Professional Liability Insurance.

INSURANCE REQUIRED	COVERAGE LIMITS
Commercial General Liability & Property Damage	\$1,000,000 Per Occurrence
Professional Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Auto Liability / Property Damage / Bodily Injury	\$1,000,000 Per Occurrence
Workman’s Compensation & Disability Benefits	\$1,000,000 Per Occurrence

The selected proposer shall provide, within five (5) days after the contract for services is executed by all parties, a certificate of liability insurance naming the IWMA and its employees and officers as additionally insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the IWMA.

E. Exceptions and Deviations

Any exceptions to or deviations from the requirements set forth in this RFP must be declared in the proposal submitted by the proposer. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading “Exceptions and Deviations”. The IWMA may waive any immaterial deviation or defect in a proposal.

F. Award

The IWMA reserves the right to make awards within One Hundred Twenty, (120) days after the date of the RFP closing.

Item 15, Attachment B

**SERVICE AGREEMENT
BETWEEN
SAN LUIS OBISPO COUNTY INTEGRATED WASTE
MANAGEMENT AUTHORITY
AND
“OUT WEST DIGITAL”
FOR
“VIDEO CONTENT PRODUCTION”**

PRELIMINARY DRAFT AGREEMENT
MONTH YEAR



**SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY**
Connecting the Community to Waste Solutions

This Agreement is made and entered into this _____ day of _____, 2024, by and between the **SAN LUIS OBISPO COUNTY INTEGRATED WASTE MANAGEMENT AUTHORITY** (hereafter “IWMA”) and **CONTRACTOR** (hereafter “Contractor”). IWMA and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS: IWMA wishes to retain the services of an experienced and qualified Contractor to provide the following services:

1. Video content library of B-roll footage.
2. Library of high-quality still images (at least 100).
3. At least (4) finalized videos:

Four themed videos each focused on a different aspect of resource recovery. Each of the final videos should adhere to the following schema:

- Narrative repackaged to fit 10, 30 and 90 second timeframes.
- Resized to fit an aspect ratio appropriate for distribution to the following media outlets:
 - Television broadcasting and streaming
 - IWMA and member jurisdiction websites
 - Instagram and related social media sites
 - Additional lengths and file formats as recommended by the qualified Contractor or requested by the IWMA.

Contractor represents and warrants that it is qualified to perform those services.

WHEREAS, on ____ 2024, the IWMA Board of Directors authorized the Executive Director to negotiate agreement terms with the Contractor for Video Content Production, pursuant to Contractor’s response to the IWMA Request for Proposal for such services; and

WHEREAS, the Contractor is familiar the IWMA’s Policy, and is otherwise qualified to provide such services as described in the Scope of Services; and

WHEREAS, the Parties enter into a one-year agreement on _____, 20__.

NOW, THEREFORE, in consideration of their mutual covenants, the Parties hereto agree as follows:

AGREEMENT

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in the recitals.

1) SERVICES

Pursuant to the terms and subject to the conditions set forth in this Agreement, IWMA hereby engages Contractor to provide the Services set forth in the attached Contractor Proposal beginning on the effective date specified in Section 2(a) below.

2) TERM & TERMINATION

- a. Term: The term of the Agreement shall commence on [date], the Effective Date and, unless earlier terminated in accordance with the Agreement, shall continue through _____ (End Date). Unless otherwise specified, the Agreement may be renewed by mutual written agreement of the Parties.
- b. Termination: Notwithstanding any other provision in the Agreement, either Party may terminate the Agreement at any time on thirty (30) days prior written notice. If IWMA suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement. In the event that this Agreement is terminated pursuant to Section 2 of this Agreement, IWMA shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to IWMA. Upon termination of the Agreement, pursuant to this Section, Contractor will submit an invoice to IWMA.

3) COMPENSATION

- a. Contractor's Fees: The IWMA agrees to pay a total sum of the agreed amount signed by the Board of Directors for the IWMA and set forth in the attached Contractor proposal.
- b. Schedule of Payment: The IWMA shall pay Contractor for work produced from this Agreement in a total sum of (\$X) for services. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If IWMA disputes any of the Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 30 (30) days of receipt of an invoice therefor.
- c. Retention of Funds: Contractor authorizes IWMA to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate IWMA for any losses, costs, liabilities, or damages suffered by IWMA, and all amounts for which IWMA may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligations under this Agreement.

4) REPRESENTATION

- a. IWMA Representative(s): The Executive Director is designated as the "IWMA Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection

with this Agreement. Whenever approval, directions, or other actions are required, those actions will be taken by the IWMA Representative, unless otherwise stated. The IWMA's Executive Director has the right to designate another IWMA Representative at any time, by providing notice to Contractor.

- b. Contractor Representative(s): The person(s) employed by the Contractor whose name(s) are listed immediately following the signatures of the parties executive this Agreement are designated as the representative(s) of Contractor authorized to act on its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement.

5) CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

- a. Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by IWMA that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services.
- b. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become to sole property of IWMA and may be used, reused, or otherwise disposed of by IWMA without the permission of Contractor.

6) OTHER LICENSES AND PERMITS

Contractor warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

7) INDEMNIFICATION

To the fullest extent allowed by law, Contractor shall defend, indemnify and save harmless the IWMA, and each of its constituent agencies, and each of their officers, board members, council members, officers, and all agents and employees of the IWMA and agencies from any and all claims, demands, damages, costs, expenses, judgments or liability (including attorneys and other legal fees and costs) arising out of the Agreement or performance of the Services including, without limitation, predicated upon theories of violation statute, ordinance, or regulation, professional malpractice, negligence, or recklessness, including negligent or reckless operation of motor vehicles or other equipment, furnishing of defective or dangerous products or completed operations, employment claims (including, without limitation, wage and hour, improper employee classification, harassment, discrimination, state and federal and state income or employment tax withholding, failure to comply with

workers' compensation laws) and or any act or omission to act, whether willful, intentional or actively or passively negligent on the part of Contractor or his agents, employees or other Contractors directly responsible to Contractor and providing further that the foregoing shall apply to any wrongful acts or any active or passively negligent acts or omissions to act, committed jointly or concurrently by Contractor or Contractor's agents, employees or other independent Contractors and the IWMA its agents, employees or independent contractors. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses, or judgments resulting solely from the intentional or active negligence of the IWMA.

8) INSURANCE

a. Liability Insurance

Agreement, bodily and personal injury, including death resulting therefrom, and property damage insurance. This liability insurance shall include, but not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of the Contract in the amount of \$1,000,000/occurrence \$2,000,000/aggregate, with IWMA listed as additional insured - Form CG 20 10, with coverage for Automobile Liability with \$5000,000 combined single limit per accident for "any auto" and IWMA listed as additional insured. The policies shall also provide:

- i. Certificate of Insurance
 - ii. Contractor's insurance shall be primary and IWMA insurance not contributory.
 - iii. Should any of the requested policies be cancelled before the expiration date, notice will provided in accordance with the Contractor's policy provisions;
 - iv. Approval of the insurance by IWMA shall not relieve or decrease the extent to which the Contractor may be held responsible for payment or damages resulting from Contractor's Services or operations pursuant to the Agreement.
- b. Worker's Compensation Insurance: Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000), as required by law.
- c. Employer's Liability: Contractor shall maintain Employer's liability insurance in the amount of \$1,000,000 per accident for bodily injury or disease.
- d. Termination for Failure to Comply: If Contractor fails to refuse to procure or maintain the insurance required by this Agreement or fails or refuses to furnish IWMA with required proof that insurance has been procured and is in force and paid for, IWMA shall have the right, without obligation, to terminate the Agreement, without prejudice to its rights of indemnification under the Agreement.

The Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below.

Contractor shall provide certificates of insurance to Authority as evidence of insurance coverage prior to commencement of performance. Current certification of insurance shall be kept on file with Authority at all times during the term of this contract. Authority reserves the right to require complete, certified copies of all required insurance policies.

9) SUBCONTRACTORS

- a. Present the name and identifying information of the subcontractor that will provide any work, labor, or services to Authority.
- b. Present the IWMA the form of subcontract that will be sued with the subcontractor for IWMA's approval, which approval will not be unreasonably withheld.
- c. Secure from the subcontractor evidence of insurance coverage that meets with this Agreement including naming IWMA as an additional insured, unless such requirement is waived in writing by IWMA's Executive Director.

10) CONFLICT OF INTEREST

No officer, employee, or agent of IWMA who exercises any function or responsibility for planning and carrying out the services provided under this Agreement will have any direct or indirect personal financial interest in this Agreement. Contractor will comply with all federal and state conflict of interest laws, statues, and regulations, which will be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of IWMA.

11) NOTICES

Any and all notices between IWMA and Contractor provided for or permitted under this Agreement or by law, will be in writing and will be deemed duly served when personally delivered to the notified parties. Service of notices may be given by email, but only provided the recipient replies to the email or otherwise confirms its receipt.

12) GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of and venue for any litigation arising from the Agreement will be in the Superior Court of the San Luis Obispo County, or in the United States District Court for the Central District of California.

13) COMPLIANCE WITH STATUTES AND REGULATIONS

Contractor will be knowledgeable of and will comply with all applicable federal, state, county and IWMA statues, rules, regulations, ordinances and orders.

14) PUBLIC RECORDS ACT DISCLOSURE

Contractor is advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by the Contractor, or any of its subcontractors, and provided to the IWMA may be subject to public

disclosure, as required by the California Public Records Act (Government Code Section 6250 et seq.)

15) NONDISCRIMINATION

In providing the Services pursuant to the Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation, medical condition or other protected class identifier. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to any protected class under state or federal law. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. Contractor must comply with all applicable federal, State and local laws and regulations including all applicable policies concerning nondiscrimination and equal opportunity in contracting.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year last written below:

DRAFT

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

870 Osos Street

San Luis Obispo, CA 93401

Emails: jlane@iwma.com; pcron@iwma.com

X _____
Robert Robert, President Date

X _____
Contractor, Company Date

ATTEST

X _____
Clerk of the Board Date

APPROVED AS TO FORM

X _____
Legal Counsel Date