



San Luis Obispo County Integrated Waste Management Authority
EXECUTIVE COMMITTEE MEETING AGENDA

Monday, March 27, 2023

10:00 AM

In-Person Meeting

870 Osos Street

San Luis Obispo, CA. 93401

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.

IWMA EXECUTIVE COMMITTEE MEMBERS

President, Jan Marx, City of San Luis Obispo

Vice President, Robert Robert, City of Grover Beach

Past President, Charles Bourbeau, City of Atascadero

Public Comment - The IWMA Board and Executive Committee welcomes your remote input. State law does not allow the Board to discuss or act on issues not on the agenda, except that members of the Board or Staff may briefly respond to statements made or questions posed. Limited to three (3) minutes per speaker. All persons desiring to speak during any public comment may do so in the following ways: Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the Clerk of the Board at sdelgiorgio@iwma.com. Correspondence will be published on the IWMA website with a final update at 9:00 AM on the day of the meeting. During the meeting, members of the public may supply public comments through Zoom using the information above.

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 contact the IWMA Sasha Del Giorgio, 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) 781-2192 and through email at sdelgiorgio@gmail.com.

The IWMA Board Meeting Agenda is available for public viewing from the exterior of the IWMA's office found at 870 Osos Street, San Luis Obispo, California, and on the IWMA website at <https://iwma.com/about/agendas-and-minutes/>. Persons with questions concerning any agenda item may call the IWMA at (805) 782-8530.

1. **Call to Order**
Led by President Jan Marx.
2. **Roll Call**
Taken by Clerk of the Board, Sasha Del Giorgio.
3. **Pledge of Allegiance**
Led by President Jan Marx.

Non-Agenda Public Comment Period

4. **Executive Directors Report**
Led by Peter Cron.

Consent Agenda Public Comment Period

Consent Agenda

5. **Review Executive Committee Meeting Minutes – February 24, 2023 [Page 3](#)**
Recommendation: Staff recommends that your Executive Committee approve the February 24, 2023, IWMA Executive Committee Minutes.

Regular Agenda Public Comment Period

Regular Agenda

6. **Request for Proposal for Regional Hazardous Waste Programs Management [Page 6](#)**
Recommendation: Staff recommends that your Committee 1) approve the Request for Proposal for Regional Hazardous Waste Programs Management and 2) grant the Executive Director authority to release the RFP and review and rank proposals to bring back to the full IWMA Board for final selection and contract award.
7. **Review Board Meeting Draft Agenda – April 12, 2023 [Page 49](#)**
Recommendation: Staff recommends that your Executive Committee review, discuss, and approve the draft April 12, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

Adjournment

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Sasha Del Giorgio, Clerk of the Board

RE: Review Executive Committee Minutes – February 24, 2023

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends that your Executive Committee approve the February 24, 2023, IWMA Executive Committee Meeting Minutes

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2023-02-24 EC Minutes



Executive Committee Meeting Minutes

February 24, 2023, 11AM
890 Osos Street, Suite B
San Luis Obispo, CA. 93401

Executive Committee Members Present:

Jan Marx, President
Charles Bourbeau, Vice President

Executive Committee Members Absent:

Robert Robert, Vice President

1. Call To Order

The Executive Committee was called to order on February 24, 2023 at 11:00AM by President Marx.

2. Roll Call

Roll Call was taken by Sasha Del Giorgio, Clerk of the Board.

3. Pledge Of Allegiance

President Marx led the Committee in the Pledge of Allegiance.

Non-Agenda Public Comment Period

Public Comment was not made.

4. Executive Directors Report

Led by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Public Comment was not made.

Consent Agenda

5. Review Executive Committee Minutes – January 27, 2023

Recommendation: Staff recommends that your Executive Committee approve the January 27, 2023, IWMA Executive Committee Minutes.

Motion By Vice President Bourbeau

Second By President Marx

To approve Item 5.
Ayes: Bourbeau, Marx
Absent: Robert

CARRIED (2 to 0)

Regular Agenda Public Comment Period

Public Comment was not made.

Regular Agenda

6. Review Board Meeting Draft Agenda – March 8, 2023

Recommendation: Staff recommends that your Executive Committee review, discuss, and approve the draft March 8, 2023, IWMA Board Meeting Agenda, and provide staff direction, as deemed appropriate.

Motion By Vice President Bourbeau
Second By President Marx

To take the following action and revisions:

- Add a regular agenda item “Amendment to Vintage Properties Lease Agreement”.

Ayes: Bourbeau, Marx
Absent: Robert

CARRIED (2 to 0)

Adjourned 11:35AM

Sasha Del Giorgio
IWMA, Clerk of the Board

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Jordan Lane, Deputy Director

RE: Request for Proposal for Regional Hazardous Waste Programs Management

SUMMARY:


















Upon expiration of the contract between the San Luis Obispo Integrated Waste Management Authority (IWMA) and Clean Earth Environmental Solutions (Clean Earth), previously known as Stericycle, staff has prepared a Request for Proposal (RFP). The IWMA will solicit responses from interested firms to provide regional hazardous waste disposal services including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws.

The selected Contractor will be responsible for staffing and maintaining the six Permanent Household Hazardous Waste Collection Facilities (PHHWCF) to receive hazardous, universal, and e-waste from residents and businesses, facilitate the retail take back collection program for universal waste and sharps, and provide technical expertise to the IWMA and represented community.

BACKGROUND:

On September 13, 2017, the IWMA entered into an agreement renewal with Stericycle for management of the IWMA regional hazardous waste program. This third revision extended the contract expiration date five more years to June 30, 2023. As a practice of government transparency, staff has prepared a RFP to enter into a new contract in alignment with the upcoming fiscal year.

The scope of work for the regional hazardous waste program will be performed on-site at the six regional PHHWCF and off-site performing collections from retailers. The IWMA currently manages the following six PHHWCF:

Regional PHHWCF	Collection Services		
Chicago Grade Landfill PHHWCF	Residential 	Commercial 	e-Waste 
Cold Canyon Landfill PHHWCF	Residential 	Commercial 	e-Waste 
Heritage Ranch CSD PHHWCF	Residential 		e-Waste 
Morro Bay PHHWCF	Residential 	Commercial 	e-Waste 
Nipomo CSD PHHWCF	Residential 	Commercial 	e-Waste 
Paso Robles Landfill PHHWCF	Residential 	Commercial 	e-Waste 

At each facility, the selected Contractor will receive incoming hazardous, universal, and e-waste from residential and/or business customers at least one day weekly. Reception of waste includes inspection, verification, reporting, sorting, and packaging materials for disposal. The Contractor is required to maintain the PHHWCF and provide refurbishment when necessary.

The Contractor will also provide all necessary labor, supplies and equipment to service retail locations throughout San Luis Obispo County for collection of household batteries, fluorescent tubes, sharps, paint and mercury thermostats. Finally, the RFP requires that prospective Contractors be aware of regulations from local, regional, and State agencies and agree to cooperate during inspections and in fulfilling reporting requirements of the IWMA.

Clean Earth has been under contract with the IWMA since May 8, 2013. The most recent addendum to the contract was signed on September 21, 2021 and the recent fiscal years of payment from the IWMA to Clean Earth are published below:

Term	YTD
FY 21/22	\$534,777.50
FY 22/23 YTD (Jul-Jan)	\$333,461.02
FY 22/23 Projected	\$571,647.48

The proposed timeline is closure of the RFP 30 days after publishing, and to present the recommended Contractor to the Board of Directors at the May 10, 2023, IWMA Board meeting for decision. Contract negotiations would take place such that on July 1, 2023, the IWMA would have a newly signed contract for the next three to five years.

RECOMMENDATION:

Staff recommends that your Committee 1) approve the Request for Proposal for Regional Hazardous Waste Programs Management and 2) grant the Executive Director authority to release the RFP and review and rank proposals to bring back to the full IWMA Board for final selection and contract award.

FISCAL IMPACT:

This Committee action does not have a direct financial impact. However, contracting for regional household hazardous waste programs management based upon the RFP process will have financial considerations. Fiscal impact will be discussed with the full Board during consideration of the final contract award.

ATTACHMENTS:

- A. RFP for Regional Hazardous Waste Programs Management



Request for Qualifications
for
Regional Hazardous Waste Programs Management
for the San Luis Obispo County
Integrated Waste Management Authority

RFP Released: XXXXX

RFP Submission Deadline: XXXXX at 3:00 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 provide hazardous waste disposal services, including identification, labeling, collection, transportation, and disposal of hazardous wastes in accordance with applicable state and federal laws.

The proposed term of the contract is three years, with options for two (2) one-year extensions pending Executive Director approval.

All proposals must be received by, on, or before **TBD**, 2023. 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:

Peter Cron, Executive Director
SLO County IWMA
870 Osos Street
San Luis Obispo, CA 93401

B. Background

The IWMA is a government entity formed through a Joint Powers Agreement governed by an eight-person Board of countywide elected officials. The IWMA Board of Directors consists of seven incorporated City Council representatives and one Special District 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 the proper and efficient management of the IWMA, as determined by the Board, state and federal law. The IWMA has a professional staff of five (as of the publishing date of this RFP), working under the direction of the Executive Director.

The IWMA's regional household hazardous waste disposal services currently include the remediation, collection, storage, handling, packaging, documentation, transportation, transfer, and disposal of hazardous wastes obtained from the general public of San Luis Obispo County. There are six permanent household hazardous waste

collection facilities (PHHWCF) managed by the IWMA and spread across San Luis Obispo County. The PHHWCF receive material from businesses categorized as Conditionally Exempt Small Quantity Generators (CESQG), as well as material brought in from residents of the represented areas. For tracking and reporting purposes, the hours of operation at the PHHWCF are different for residential and commercial customers, and commercial customers are required to set an appointment prior to visiting the site. Additionally, the IWMA offers retail take back services to local retailers and businesses.

In all aspects of hazardous waste management, the selected Contractor should have well trained professional staff who will represent the IWMA during interactions with the public. Professional customer service is key to the success of the IWMA's hazardous waste programs.

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications

The IWMA is seeking a Contractor committed to providing the highest quality of hazardous waste management to the IWMA for a minimum term of three (3) years.

Required qualifications include that the Contractor must:

1. Possess, or have arranged through subcontracts, all equipment, labor, and materials necessary to be compliant with all applicable Federal, State, County, City, and Special District laws, ordinances, and regulations; and
2. Have experience managing hazardous waste programs for public agencies.

B. Scope of Services

The selected Contractor will be responsible for the following tasks associated with managing the IWMA's HHW Program.

- 1) Receive Household Hazardous Waste (HHW) from the Public.

The Contractor shall receive HHW from the public. The location of the six PHHWCF and the hours of operation that the facilities are open to the public are listed below. The location and number of facilities may change under the duration of this contract. While the number of participants at each facility varies throughout the year, a typical range is provided.

Chicago Grade Landfill PHHWCF

EPA ID# CAH111000545

2290 Homestead Road

Templeton, CA 93465

Residential hours:

Saturday 11:00 AM to 3:00 PM

Average number of customers:

20 to 30 daily

Business disposal hours:

Friday 9:00 AM to 11:00 AM

Cold Canyon Landfill PHHWCF

EPA ID# CAH111000544

2268 Carpenter Canyon Road

San Luis Obispo, CA 93401

Residential disposal hours:

Friday & Saturday 11:00 AM to 3:00 PM

Average number of customers:

40 to 60 daily

Business disposal hours:

Wednesday 9:00 AM to 12:00 PM

Heritage Ranch CSD PHHWCF

EPA ID# CAH111000560

4860 Heritage Ranch Road

Paso Robles, CA 93446

Residential hours:

Friday 12:00 PM to 2:00 PM

Average number of customers:

5-10 daily

Business disposal hours:

None

Morro Bay PHHWCF

160 Atascadero Road

Morro Bay, CA 93442

EPA ID# CAH111000436

Residential hours:

Saturday 11:00 AM to 3:00 PM

Average number of customers:

65 to 75 daily

Business disposal hours:

Thursday 9:00 AM to 11:00 AM

Nipomo CSD PHHWCF

EPA ID# CAH111000954

509 Southland

Nipomo, CA 93444

Residential hours:

Saturday 11:00 AM to 3:00 PM

Average number of customers:

35 to 45 daily

Business disposal hours:

Thursday 9:00 AM to 11:00 AM

Paso Robles Landfill PHHWCF

EPA ID# CAH111001008

9000 HWY 46 East

Paso Robles, CA 93446

Residential hours:

Saturday 11:00 AM to 3:00 PM

Average number of customers:

15 to 20 daily

Business disposal hours:

Friday 1:00 PM to 3:00 PM

All operations shall be provided in a manner that is consistent with the Operations Manual for each PHHWCF. The Contractor shall provide adequate staffing so that the public wait time shall not exceed 15 minutes and any vehicle in line at closing time will be serviced prior to closing a site.

The minimum operating days per week for each facility are as follows:

PHHWCF	MINIMUM NUMBER OF DAYS OPEN TO RESIDENTS	MINIMUM NUMBER OF DAYS OPEN TO BUSINESSES	WEEKENDS REQUIRED?
Chicago Grade	1	1	Yes
Morro Bay	1	1	Yes
Cold Canyon	2	1	Yes
Nipomo	1	1	Yes
Heritage Ranch	1	0	Yes
Paso Robles	1	1	Yes

The Contractor's scope of work will include providing all necessary labor, supplies, and equipment to receive hazardous waste (HW), e-waste, and universal waste from the public.

Tasks include:

- Preparing the PHHWCF to receive waste,
- Conducting a pre-operation inspection,
- Verifying that disposal material, volume and/or weight is within State regulated standards and guidelines,
- Providing onsite traffic control,
- Receiving HHW from the public,
- Maintaining a visitation/deposit log,
- Identifying the HHW,
- Segregating the HHW and placing it in the appropriate location,
- Rejecting unacceptable waste, such as explosives,
- Securing the PHHWCF at the end of the collection time
- Conducting a post-operation inspection.

2) Manage Hazardous Waste.

The Contractor shall be responsible for the bulking, packaging, labeling, transporting and disposal of all HW including universal waste and sharps at the six PHHWCF. The

Contractor shall also be responsible for sorting and bulking electronic waste received at the PHHWCF.

Packaging and Labeling. The Contractor shall provide all necessary labor, supplies and equipment (e.g., drums, absorbent, protective barriers, yard boxes, screens, etc.) to properly lab-pack or bulk HW. HW includes all HHW received from the public at PHHWCF, all HW received from businesses and all universal waste and sharps received at the PHHWCF and collected through the retail take back program using the following standards of operation:

- All HW received at the PHHWCF, shall be bulked and/or packed within six calendar days of receiving the HW. After HW is packaged, the Contractor will immediately update the Record.
- HHW received at Heritage Ranch CSD PHHWCF shall be packaged when the shelves used to store HHW are full.
- The Contractor shall ensure that all packaged materials are properly labeled prior to transportation.
- Bulked liquid drums and lab-packed/overpacked yard boxes and/or drums must be packaged to the maximum allowed by federal and state regulations and the standards of the PHHWCF accepting the material. Smaller containers may be used if a 55-gallon drum is not warranted.
- The Contractor shall make all reasonable efforts to assure that all containers are lab-packed with a minimum of wasted space.

Transport of Waste. The Contractor or identified Subcontractor shall transport all packaged and labeled HW, including universal waste and sharps, to its destination via a registered hauler licensed through the appropriate state and federal agencies to haul such waste. The Contractor shall execute all paperwork necessary to comply with all applicable regulations and ensure acceptance of packaged waste at recycling, treatment, and/or disposal facilities. Within one week of transport, the Contractor shall provide the IWMA with manifests and/or Bills of Lading.

Recycling, Treatment and Disposal. The Contractor shall make all arrangements to provide the safe recycling, treatment, and/or disposal of collected HW, including universal waste and sharp, using those methods and facilities specified by the IWMA consistent with the pricing options provided by the Contractor. The Contractor shall ensure that all facilities used are fully permitted and approved by federal, state and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities. The Contractor shall be responsible to provide lawful disposal of all materials collected. Contracts for the transportation and/or disposal of all material to these facilities shall be solely between the Contractor and any Subcontractors.

Non-Hazardous Wastes. The Contractor shall be required to dispose of all non-hazardous solid wastes generated at the PHHWCF. The Contractor shall not lab-pack materials that can be managed as a non-hazardous solid waste. Efforts to reuse or recycle all non-hazardous materials should be exhausted prior to disposal at a landfill.

3) Receive Hazardous Waste from businesses.

The Contractor shall provide all necessary labor, supplies and equipment to receive hazardous, universal, and e-waste from businesses. The IWMA shall provide each business customer with an inventory sheet that the customer must have when visiting the PHHWCF. The Contractor shall complete the inventory sheet, collect any fees that are payable, and provide the original completed inventory sheet and any payment to the IWMA within five business days of receiving business waste.

4) Retail Take Back Collection Program for Universal Waste and Sharps.

The Contractor shall provide all necessary labor, supplies and equipment, including vehicles, to service retail and business locations in San Luis Obispo County that collect household batteries, fluorescent tubes, sharps, paint and/or mercury thermostats. Service includes completing an IWMA provided Bill of Lading.

There are approximately:

- 300 retail locations for household batteries
- 100 retail locations for fluorescent tubes
- 40 locations for home generated sharps
- 20 locations for paint
- 2 locations for mercury thermostats

All collected universal waste and sharps will be deposited at Cold Canyon Landfill PHHWCF for processing. Currently pickups range from 7 to 16 per week.

The Contractor must be able to service the listed retail stores within four business days of a submitted request for pick up. Around 10% of the retail stores will be considered "urgent" and must be services within 2 business days.

5) Refurbish PHHWCF.

Each year in the fall, the Contractor shall refurbish the five PHHWCF which are operated by the Contractor. (The Heritage Ranch CSD PHHWCF will not be refurbished). Refurbishment shall be scheduled during non-operating hours so that the PHHWCF will be ready to receive HHW from the public. Refurbishment consists of repainting the inside and outside of the six metal hazardous waste storage buildings, the five metal receiving/processing buildings and the five oil tanks. It also includes removing the grates and cleaning the sump in the five receiving/processing buildings.

Contractor will perform minor repairs as needed. Contractor shall provide all labor, equipment and supplies, including paint, to provide this service.

6) Management/Technical Expertise Services.

During the year IWMA staff will be in communications with the Contractor on various issues, such as responding to the public on how to manage a type of waste, the cost to dispose of a type of HW, review of regulations and preparation of California mandated Forms such as Form 303. The Contractor will also be responsible for updating and/or amending the Operations Manual for each PHHWCF as needed.

7) Miscellaneous Labor and Transportation.

During the year various tasks may arise that requires labor and/or transportation services. Contractor will provide these services on an as needed basis.

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 - 2023	EVENT
DATE	RFP release date
DATE	Optional pre-proposal phone conference at 1:30 p.m. (PST)
DATE	Deadline to submit written questions due by 3:00 p.m. (PST)
DATE	Proposals due by 3:00 p.m. (PST)
DATE	Preliminary screening process complete, including reference checks
DATE	Board consideration and approval of staff recommended Contractor (including proposer presentation, if requested)
DATE	Negotiate and finalize contract
DATE	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 in any manner handle the wastes (herein after referred to as “subcontractors”), list the following information:
 - a. Exact name and address of the company;
 - b. Experience related to hazardous waste management, especially in the area of HHW drop-offs;
 - c. Number of years the company has been in business under the present name; and
 - d. 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) Provide training requirements for all field personnel.
- d) The bidder and any potential subcontractors must hold current licenses and registrations, be permitted to handle, transport and receive the specified wastes listed in the Estimated Costs of Services and be in good standing with regulatory agencies.
- e) Provide copies of relevant permits, training certifications, and registrations for bidder and all proposed subcontractors.
- f) Provide a managerial flow chart under which events will be operated.

2) Technical Workplan

- a) Describe onsite procedures for packaging, inventorying, labelling and manifesting HHW. This information should include the responsibilities of all staff and subcontractors.
- b) Briefly describe how each task listed in the Scope of Services will be accomplished.
- c) Provide a detailed list of on-site equipment and supplies that will be available at the events. The list should include all fire prevention, safety, personal protective equipment and other equipment, as the bidder deems suitable or necessary.
- d) Describe the process for collecting the following information from each PHHWCF drop off:
 - a. Residential – address of origin of waste, date, and time of drop off.
 - b. Business – proof of payment if applicable, verification of materials and weight limits.
- e) Include a sample invoice and report that provides information on the waste streams and quantities received, as well as management methods.
- f) Include copies of Certificates of Insurance in the proposal. The Agency may withhold 50% of disposal costs until a Certificate of Destruction/Treatment or

other proof of proper waste management is provided. Identify the way in which the bidder will confirm the final disposition of the wastes.

3) 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.

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) Customer Service Plan

Provide a summary of customer service staff, available hours, forms of communication and customer service expertise that would be provided to the IWMA for the duration of the contract. Contractor should identify whether or not direct customer services would be available to the public, or solely to the IWMA.

6) 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.

7) 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 is commenced.

8) Additional Information

Include the location of the company and ongoing availability of appropriate professionals as needed to staff each PHHWCF. Identify any other related qualifications and information not specified in this RFP which the Contractor may consider to be 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 - HHW RFP** by **TBD**, 2023, 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 - HHW RFP**, by **TBD**, 2023, 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: 25%
- 3) Customer Service Plan: 15%
- 4) Budget and/or Rates: 35%.

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 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.

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 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.

The 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 – HHW RFP** in Adobe (pdf) format by **TBD**, 2023, 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) The term of the contract will be three years with a start date of **TBD**, 2023. The contract may be renewed at the discretion of the IWMA for up to 2 consecutive 12-month periods. 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 a 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 - HHW 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 - HHW 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.

ATTACHMENT A: ESTIMATED COSTS OF SERVICE

A. Receive HHW from the Public.

Contractor shall provide estimated rates and anticipated staffing levels for service based on the following locations and days of operation:

PHHWCF	EST. COST (PER DAY OF OPERATION)	STAFFING (i.e., 1 x Site Manager, 1 x Site Technician)
Cold Canyon PHHWCF		
Chicago Grade PHHWCF		
Paso Robles PHHWCF		
Heritage Ranch PHHWCF		
Morro Bay PHHWCF		
Nipomo PHHWCF		

B. Retail Take Back Collection Program for Universal Waste and Sharps

Contractor shall charge the following rate to service a retail store or business:

SERVICE	COST PER PICKUP
Retail Store or Business Pickup	

C. Management of Hazardous Waste: Disposal Cost Matrix

Disposal

DESC.	WASTE CATEGORY	MG	PK	COST PER ITEM	UNIT WT/VOL
Flammable & Poisons	Flammable Solid	DI	LO		
	Water Reactive/ Spont. Combustible	DI	LP		
	Flammable Liquids	DI	BU		
	Flammable Liquids	DI	LO		
	Bulk - Oil Based Paints etc.	FB	BU		
	Loose pack Oil Based Paints etc.	FB	LO		

	Reactive Cyanides	DI	5gal		
	Poison Liquid/Solid	DI	LP		
Acid	Inorganic/Organic Acid	NE	LP		
Base	Inorganic/Organic Base	NE	LP		
	Organic Peroxides (5gal. only)	DI	LP		
Oxidizer	Oxidizers	TR	LP		
PCB	PCB Ballasts	DI	LO		
Aerosol	Flammable Aerosols	FB/RC	LO		
	Corrosive/Poison Aerosols	FB/RC	LO		
Other	Propane Cylinders (<1.5 liter)	RC	LO		
	Propane Cylinders >1.5 liter				
	<5gal	RC	LO		
	Antifreeze	RC	BU		
	Latex Paint -Paint Solutions Prog.	RC	BU		
	Oil Filters	RC	LO		
	Elemental Mercury (5gal)	RC	LP		
	Household Batteries (per lb.)	RC	LO		
	Household Batteries	LF	LO		
	Fluorescent Bulbs (per ft.)	RC	LO		
Fluorescent Bulbs U-shaped & Misc.	RC	LO			

	Non RCRA (Liquid & Solid)	LF	BU		
Asbestos	Asbestos	LF	LO		

Key

BU: Bulk

DI: Destructive Incineration - Covers any method where waste is burned, including beneficial reuse and RCRA beneficial reuse and RCRA incineration.

FB: Fuel Blend - waste material that have a BTU value sufficient for use as a fuel in industrial furnaces or boilers (such as solvents or boilers) are blended in tanks to meet the specifications set by the recipient kiln.

LF: Landfill

LO: Loose

LP: Loose pack

MG: Management Method

NE: Neutralization - occurs at equivalence point of an acid-base reaction. The Acid-base reaction is carried out by the addition of alkaline waste or product to acidic waste and products to alkaline wastes. Products commonly used are sodium hydroxide, lime, hydrochloric acid and sulfuric acid.

PK: Packing type

RC: Recycle

TR: Treatment - includes oxidation, precipitation, coagulation and flocculation. Solids are allowed to settle or are directed to a filter press and are then collected as oily sludge slated for fuels blending. The water fraction is treated with carbon and then discharged to the publicly owned treatment works (POTW).

ATTACHMENT B: SAMPLE AGREEMENT

Agreement for Provision of Household Hazardous Waste Services

This Agreement (Agreement) is for the provision of household hazardous waste services at the San Luis Obispo County Integrated Waste Management Authority PHHW facilities, Receiving Hazardous waste from CESQG businesses, Retail Take Back Collection Program for Universal Waste and Sharps and the Management of Hazardous Waste; and is entered into as of July 1st, 2023, by and between the San Luis Obispo County Integrated Waste Management Authority, a joint powers authority (the “Agency”) and _____, a _____ Company (the “Contractor”).

RECITALS

- A. The Agency maintains a San Luis Obispo Countywide Household Hazardous Waste Collection Program whereby residents of San Luis Obispo County will have an opportunity to safely dispose of household hazardous wastes at household hazardous waste collection events;
- B. The Agency desires to provide a safe, convenient, and economical means for residents to properly dispose of household hazardous wastes in an environmentally safe manner in order to encourage the proper disposal of toxic products, and to avoid unauthorized or improper disposal in the garbage, sanitary sewer, storm drain system, or on the ground. Household hazardous waste includes, but is not limited to, common household products such as latex paint, oil-based paints, solvents, household cleaning products, pesticides, automotive fluids, and batteries;
- C. The Agency is committed to actively seeking to minimize the amount of hazardous waste requiring landfill disposal by implementing recycling and reuse techniques. The Agency’s waste management practices follow the Department of Resources Recycling and Recovery (CalRecycle) waste management hierarchy:

Reduce
Reuse
Recycle
Treatment/Incineration
Landfill

- D. The Agency desires to engage assistance to provide the hereinafter set forth special services for residents of Tehama County from July 1 through June 30, 2028;
- E. The Contractor is in the business of providing services similar to those set forth in this Agreement;
- F. The Agency acknowledges the Agreement between Contractor and Paintcare for paint program products pursuant to California Public Resources Code Sections 48700-48706; and
- G. The Agency desires to engage the Contractor, and the Contractor desires to contract with the Agency, to perform the work described below, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Agency and Contractor agree as to follows:

1. Purpose of Agreement

The purpose of this Agreement is to define the terms and conditions under which the Contractor will provide personnel, equipment, and supplies for segregating, packaging, profiling, manifesting, transporting and disposing of the hazardous waste from households and Conditionally Exempt Small Quantity Generators (CESQG) brought to Household Hazardous Waste (HHW) collection events. The Agreement also defines the responsibilities of the Agency and the Contractor. During the term of this Agreement, the Agency will conduct approximately 370 HHW collection events, referred to in this Agreement as “Events”. The Events will be located at Agency-owned facilities. Further, during the course of this agreement, the Contractor will provide personnel outside collection events to manage and maintain the facility.

2. Agency and Contractor Responsibilities

- i. Facility: The Agency will make available 6 Permanent Household Hazardous Waste Collection Facilities (PHHWCF), owned by the Agency, located in Red San Luis Obispo County, California. A schedule of HHW Events for the term of this Agreement is included in Exhibit [redacted] Schedule of Collection Events. The Contractor and Agency agree that the Agency reserves to itself the right to operate the facilities owned by the Agency during weekdays and other times that the Contractor is not operating the facility. The Contractor agrees to cooperate in such use by the Agency. The Contractor acknowledges and agrees that Agency staff shall be allowed to attend each collection event outlined in Exhibit [redacted], in order to monitor and evaluate the effectiveness of the collection event. Agency staff shall also be permitted to engage in such public education and outreach programs

as the Agency may from time-to-time desire to conduct in association with the collection events.

- ii. Conferences, Visits to Site, and Inspection of Work: In the event it should become necessary for the State or Agency to hold any conference or visit the site of a project, for any reason whatsoever, the Contractor shall cooperate fully with the parties involved and shall arrange for qualified representatives of the Contractor, upon request of the Agency, to attend any such conference or visit the site as a part thereof.
- iii. Site Security: During the scheduled collection events listed in Exhibit , the Contractor shall secure the areas to prevent the entry of unauthorized persons. The Contractor shall be responsible for security of the facilities during collection program events and ensure that the facilities are secure upon leaving the facilities. Securing facilities includes locking all interior storage lockers.
- iv. Appointments: The Agency will facilitate a telephone line to answer questions about waste disposal and to schedule appointments for CESQG for dropping off waste at the PHHWCF. Residents will not be required to make an appointment.
- v. Environmental Protection Agency Identification Numbers: The Agency will obtain all necessary EPA ID numbers from Cal/EPA for the operation of the PHHWCF.
- vi. Emergency Notifications: The Agency will notify appropriate local emergency response agencies and hospital(s) for each Event listed in Exhibit .
- vii. Manifests: The Contractor will prepare hazardous waste manifests and bills of lading in compliance with all applicable regulations, and review all manifests for completeness and accuracy prior to all shipments. The Agency will not be responsible for payment of additional costs or fines due to manifest errors. A designated and authorized Agency representative will sign the manifests.
- viii. Reuse of Available Products Program: The Agency will coordinate a Reuse of Available Products Program at the PHHWCF. The Contractor will select, date stamp, and place materials by material type for reuse selected using the criteria outlined in Exhibit Quality Assurance

Program into a temporary storage closet. The Agency will collect, or reject, materials that the Contractor has set aside for the Reuse of Available Products Program. The Agency will provide staff to assist residents in selecting materials from the reuse room.

- ix. Participant Survey: The Contractor will survey participants and collect the surveys when residents are checked in at the events. Originals or copies of surveys will be provided to the Agency.
- x. Permits: The Agency will prepare and submit Permit-By-Rule (PBR) notifications to the Certified Unified Public Agency and/or the California Department of Toxic Substances Control. The Contractor will ensure that all PBR conditions to operate the PHHWCF Events are met.
- xi. Program Review: The Agency and Contractor will jointly prepare an evaluation of the Program. Before contract approval, the Agency and Contractor will agree on the schedule and methods for program evaluation. The Contractor will provide all data needed to prepare the review.
- xii. Staffing: The Contractor shall provide all facility staffing. The Contractor shall provide a staffing level of two technicians at all times the Cold Canyon Landfill facility is open and one technician at all times the remaining facilities are open. The Contractor will staff all events at the level requested by the Agency. The Contractor shall provide staffing for facility management and maintenance as requested by the Agency. Any changes to staffing levels will be requested at least one week in advance of the scheduled collection event. If staffing is less than the requested level, the Agency may, at its sole discretion, exercise a penalty by deducting from the Contractor's invoice for that event an amount equal to the number of workers below the requested level multiplied by the contracted hourly wage for eight hours of work.
- xiii. If at any time the Agency, at its sole discretion, desires the removal of any person or persons assigned by the Contractor to perform the services of this Agreement, the Contractor shall remove such person or persons immediately upon receiving written notice from the Agency. If any person is identified in this Agreement (or any attachment or exhibit hereto), the Contractor shall not remove, replace, substitute, or otherwise change any key personnel without notifying the Agency 15 days prior to the staffing change of such change.

xiv. **Supplies:** The Agency will provide tables for sorting and bulking wastes, eyewash stations, forklifts, pallets, can crushers, bulking equipment, and unloading carts. The Contractor will provide personal protective equipment (PPE). PPE provided shall include Tyvek suits, gloves, booties, aprons, sleeve protectors, eye protection, and respirator cartridges. The Contractor is responsible for providing tape, absorbent, drums, boxes, dumpster and drum liners, labels and any other consumable material necessary as outlined in Attachment A: Estimated Costs of Service.

xv. **Contractor Warranties:** The Contractor will warrant that it has sufficient and requisite experience, personnel, education, licenses and permits, equipment, and knowledge to safely and lawfully collect, transport, and dispose of all hazardous waste.

The Contractor must warrant that it understands the currently known hazards which are present to persons, property, and the environment in the transportation, storage, and treatment/disposal of the wastes received.

The Contractor must warrant that Contractor owned or approved storage, treatment and/or disposal facilities are licensed and permitted. In the event that the facility loses its permitted status hereafter, during the term of the Agreement, the Contractor will promptly notify the Agency of such loss.

xvi. **Environmental, Health and Safety Compliance:** The Contractor is responsible for employees' compliance with all environmental, health and safety regulations. All staff provided by the Contractor will be respirator fit tested for a respirator, have current 40 hour HAZWOPER training and receive annual eight hour refresher training according to Title 8 of the California Code of Regulations, Section 5192. Additional training must be obtained by Contractor staff as required by all local, state and federal laws. The Contractor will provide training specific to the San Luis Obispo Integrated Waste Management Authority Countywide PHHWCF operations for all new technicians to ensure quality personnel staffing. The Contractor will provide proof of training to the Agency and keep records of safety training at each facility.

The Contractor shall update within 90 days of the effective date of this Agreement an Operations Plan that meets the requirements of Title 22, Division 4.5, Chapter 45, Section 67450.4 of the California Code of

Regulations. The Contractor shall also maintain a Contingency Plan which shall include, but not limited to, addressing emergency procedures, which shall meet the requirements of Title 22, Chapter 14, Article 3 of the California Code of Regulations. The subject plans shall be revised and modified as may be deemed necessary to address any changes in circumstances, conditions, regulations, statutory compliance, or program requirements. The Operations and Contingency plans, when revised, shall be subject to the review, approval and acceptance of the Agency's Manager. When accepted and approved by the Agency's Manager, the plans shall be provided to the Agency's Manager, the California Department of Toxic Substances Control ("DTSC"), the State of California Department of Industrial Relations, Division of Occupational Safety and Health, and all state and local regulators upon request. The Contractor must prepare a report to the DTSC for noncompliance of Permit by Rule or PBR regulations (see California Health and Safety Code Section 25100 et seq. and Title 22, Section 67452.25 of the California Code of Regulations) within 15 days, if an incident occurs.

The Contractor will prepare a written Injury and Illness Prevention Plan, Heat Illness Prevention Plan, Respiratory Protection Plan, and other additional written plans as required for on-site job functions. Training documentation and written plans will be available at all PHHWCF events and provided to the Agency, DTSC, Cal/OSHA, and other state and local regulators upon request.

The Contractor will exercise utmost precaution for the protection of Contractor and Agency staff, the public, site personnel, and property. The Contractor will install adequate safety guards and protective devices for all equipment and machinery. All care will be employed to ensure that work proceeds under the highest standards of safety and prudence, and in compliance with all applicable laws.

xvii. Medical Monitoring: All Contractor staff will meet the following criteria:

- Completion of an occupational medicine baseline medical examination including blood chemistry, pulmonary function test and chest X-ray;
- Clearance to use personal protective equipment and respiratory protection by Occupational Medical Personnel; and
- Successful completion of respirator fit testing.

- xviii. Personal Protective Equipment: The Contractor understands that the scope of work requires the use of personal protective equipment (PPE). It is mandatory that all operations personnel wear appropriate safety equipment.
- xix. Vehicle and Driver Warranties: The Contractor will ensure that all vehicles transporting hazardous wastes (including subcontractors) are properly registered, and that hazardous waste drivers have all required local, state and federal licenses. Copies of registration and licenses must be provided to the Agency upon request. The Contractor must notify the Agency in the event that any of these permits or licenses become, or are in danger of becoming, expired, revoked, or suspended.

The Contractor must obtain all required federal, state and local permits for the responsibilities of the Contractor. The Contractor will be responsible for providing technical material to the Agency as necessary to obtain permits and variances required to operate Events. The Contractor must obtain all necessary permits and qualify to transport waste according to DOT exemptions. The Contractor must qualify to transport waste streams packaged in non-DOT specification packing under DOT exemptions.

- xx. Supplies and Equipment: The Contractor will be responsible for using appropriate supplies, materials, equipment, vehicles and drivers as specified by federal and state laws and regulations for the management of hazardous wastes. The Contractor will furnish supplies and equipment necessary for the safe and legal packaging, transport and disposal of the wastes. These supplies include, but are not limited to, those items listed in Attachment A: Estimated Costs of Services.
- xxi. Onsite Hazardous Waste Management: The Contractor will provide 40 hour trained technicians for each event indicated in **Exhibit** _ Schedule of Collection Events and as needed to manage and maintain the facilities. The Contractor's technicians will be primarily responsible for completing the following tasks:
 - 1. Testing and identification of unknown wastes, and determining the proper DOT hazard classes;
 - 2. Segregating waste into compatible categories for lab packs;
 - 3. Lab packing all non-bulkable hazardous wastes;

4. Completing waste and drum inventories, and providing quality assurance/quality control coordination to ensure acceptance of hazardous wastes by treatment, storage and disposal facilities;
5. Labeling all drums containing hazardous or recyclable wastes;
6. Setting aside items in good condition for the Reuse of Available Products Program;
7. Site management, including unloading supplies and ensuring site cleanliness;
8. Unloading waste from vehicles;
9. Bulking flammable liquids and other bulkable hazardous wastes;
10. Operating equipment such as a can crusher and forklift; and
11. Other tasks as requested by the Agency related to the Countywide Household Hazardous Waste Program.

xxii. Conditionally Exempt Small Quantity Generator (CESQG) Program:

The Agency is responsible for setting rates, making appointments, verifying CESQG business status, and informing the Contractor of said appointments. The Contractor is responsible for preparing manifests, invoicing businesses, completing CESQG surveys and forms, submitting the surveys and forms to the Agency, collecting fees and receiving the waste at the events. CESQG facility hours shall be from 12:00PM – 2:30PM on scheduled facility operating days. Pending available funding, the Agency may request that the Contractor operate the CESQG Program one additional weekday per month from 8:00AM-12:00PM. The Agency will be credited revenue collected for CESQG waste disposal.

xxiii. Hazardous Waste Transportation: At the PHHWCF, wastes may be collected and stored for up to one hundred eighty days (180) or until storage has reached capacity, whichever comes sooner. The Contractor is responsible for ensuring adequate storage space for all wastes collected.

xxiv. Hazardous Waste Recycling, Treatment and Disposal: The Contractor will arrange for the ultimate disposition of the wastes according to the following hierarchy: reuse, recycling, fuel blending, treatment/neutralize/ incineration, stabilization/solidify/landfill, and, lastly, direct hazardous waste landfilling.

The Contractor shall not lab pack materials that can be managed as nonhazardous waste. Non-hazardous waste shall be recycled or disposed of as nonhazardous waste.

Following the waste hierarchy, the Contractor shall endeavor to recycle as much waste material as possible and combine containers as feasible to provide the fewest number of lab packs. The Contractor shall endeavor to combine compatible hazardous materials in appropriate bulk containers, including but not limited to motor oil, latex paint (if allowable by PaintCare), and flammable liquids including oil-based paint, solvents, lacquers, shellacs, thinners, stains, turpentine, kerosene, methanol, alcohol, and gasoline. Small containers of bulkable wastes (less than one pint) may be loose packed instead of bulked. All architectural paint in the condition to be recycled shall be handled according to PaintCare guidelines. The Contractor shall enter into an agreement with PaintCare for the management and recycling of any architectural or other paint and shall provide the Agency with a copy of the agreement.

The Contractor must submit Certificates of Disposal as proof of treatment, recycling, or disposal to the Agency following the ultimate disposition of the waste.

The Contractor will be responsible for conducting an annual compliance audit of the Treatment/Storage/Disposal Facilities that accept Agency wastes. The results of these audits are to be submitted to the Agency.

3. Term of Agreement

The term of the Agreement will commence on July 1, 2023 and continue through June 30, 2028, or until the Agency receives all Certificates of Disposal for the waste treated and disposed of by the Contractor, whichever is later. By mutual agreement, the Agreement may be extended for up to a maximum of four additional one-year terms at prices to be mutually agreed upon, with terms and conditions remaining the same. The extension will be formalized by an amendment to the Agreement.

4. Agency Waste Management Options

The Agency retains the option to have certain designated wastes transported and managed by alternative contractors. The Agency will provide ten days' written notice to the Contractor as to any wastes which will be managed by a separate contract. The Agency may negotiate with the Contractor for transportation of said wastes to designated facilities. At the request of the Agency, the Contractor will also accept

wastes rejected by recycle-only facilities operated by the Agency or found during the performance of the established load-check program at the Tehama County/Red Bluff Landfill, and manage it under the terms of this Agreement.

5. Cost for Services

Costs for Contractor services, including the provision of on-site supplies and equipment, waste packaging, transportation and disposal, and labor are included in Attachment A: Estimated Costs of Services. Prices will remain unchanged for the term of the Agreement. Unless otherwise stated, the Contractor agrees that, in the event of a price decrease, the benefit of such lower price will be extended to the Agency. The Contractor also agrees that any payment made by the Agency to the Contractor shall be net of income received from the agreement between the Contractor and PaintCare.

6. Payment Schedule

- a. The Contractor will invoice the Agency monthly. Each invoice will be supplemented with a detailed summary of activities performed, a breakdown of costs for labor and disposal, waste inventories, management methods, a Form 303, and copies of hazardous waste manifests signed by the transporter and the Agency representative.
- b. The Agency will pay 100% of on-site labor costs and costs for transporting wastes to facilities with which the Agency has separate waste management contractors and pay 50% of the transportation and disposal costs for wastes taken to Contractor facilities within 45 days of receipt of invoice. The balance of the transportation and disposal costs will be paid within 45 days upon receipt of Certificates of Disposal/Treatment.
- c. Invoices paid under this Agreement will not exceed \$40,000 per year of the Agreement for labor.
- d. In the event the Contractor's performance and/or deliverable report is deemed unsatisfactory by the Agency's Manager, the Agency reserves the right to withhold future payments until the performance and/or deliverable report is deemed satisfactory.

7. Termination

- a. Termination without Cause: The Agency may terminate this Agreement without cause by giving the other party thirty (30) days written notice.
- b. Termination with Cause: The Agency may terminate this Agreement with cause immediately with written notice to the Contractor. Such notice will specify the reason for termination and will indicate the effective date of

such termination. For the purposes of this Agreement, cause includes, but is not limited to, any of the following:

- i. Material breach of this Agreement by Contractor;
 - ii. Violation by Contractor of any applicable laws;
 - iii. Assignment by Contractor of this Agreement without the written consent of the Agency pursuant to Section 16 of this Agreement;
 - iv. Failure to provide services in a manner meeting the standard of care in this industry for such services; or
 - v. A depletion of the funding available for these services.
- c. In the event of termination, the Contractor will deliver to the Agency copies of all reports and other work performed by the Contractor under this Agreement and, upon receipt thereof, the Contractor will be paid for services performed and reimbursable expenses incurred to the date of termination. The Contractor may retain copies of such original documents for the Contractor’s files.

8. Assessment of Performance and Liquidated Damages

- a. Contractor designates [redacted] as the Contractor’s HHW Program Manager and [redacted] as the Contractor’s Project Manager and Site Supervisor for the purpose of performing the services under this Agreement. The Agency’s Manager shall have authority to enforce and implement decisions regarding the Contractor’s responsibilities in the Agreement.
- b. The Agency’s Manager will assess the Contractor’s performance based on the Agreement’s overall requirements and the Contractor’s responsibilities as the baseline for compliance, as well as how timely and competently the work is completed and in coordination with monthly Performance Reviews, as described in Section 2(xi) of this Agreement. Substandard performance will be associated with Liquidated Damages. The parties understand and agree that damages for certain breaches of this Agreement will be difficult to calculate. Accordingly, the parties have agreed upon certain amounts to be paid as liquidated damages for certain specific breaches as described below. These amounts will be deducted by the Agency from any money due to the Contractor under this Agreement.

Performance Measure	Damage Incident	Penalty
Arrival of Staff and/or Driver	Contract staff and/or driver no-show	Twelve (12) hours credit per no-show

		contract staff per incident at the normal hourly wage rate of the no-show staff
Timeliness of Staff and/or Driver	Contract staff and/or driver more than 15 minutes late without notifying the Agency	Labor credit at twice the number of hours difference between the schedule start time and the actual arrival time. For example, two (2) hours credit per late person (1) hour late at the normal hourly wage rate of the late staff.
Preparation of Staff and/or Driver for Work	Contract staff and/or driver arrives unprepared for work (including, but not limited to, improper dress, lack of PPE, without facility keys)	Shall be considered a no-show if the contract staff does not report back within one (1) hour of the scheduled start time prepared for work.
Proficiency of Technicians	The Agency finds Contract technicians lacking proficiency in technician duties.	The assigned technician will be paid at a rate of 80% of the technician hourly rate or shall be replaced, as determined by the Agency Manager.
	Unsatisfactory performance of Contractor technicians	Four (4) hours of labor credit per unsatisfactory performer at the hourly wage rate of the unsatisfactory performer.
Compliance with applicable rules and regulations	Contractor fails to comply with applicable federal, state and local laws, ordinances, permits, rules and regulations by stipulated due date	Payment of fines actually assessed to Agency plus \$500 per day.

Required Documentation, Programs and Plans	Contractor fails to submit documentation as required (includes, but is not limited to, manifests, CESQG documentation, event surveys, Heat Illness Prevention Program, Operations Plan, records of safety training)	15-day cure period, after which \$250 per day
Facility Management	Contractor fails to resolve facility management issues	15 cure period, after which \$250 per day
	within 30 days of notification by Agency	

9. Conflicts of Interest

- a. In accepting this Agreement, the Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which could conflict in any manner or degree with the performance of this Agreement.
- b. The Contractor further covenants that, in the performance of this Agreement, it will not employ any subcontractor or person having such an interest.

10. Indemnification/Insurance

- a. The Contractor's indemnification and insurance obligations with respect to this Agreement are set forth in Exhibit [redacted] Basic Insurance Requirements for Environmental Services Contracts, attached hereto and incorporated herein by this reference.
- b. In addition to the insurance requirements set forth in Exhibit [redacted], the Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance, in accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California. The Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every

employer to be insured against liability for Worker's Compensation or to permissibly self-insure in accordance with the provisions before commencing with the performance of the services of this Agreement. The Workers' Compensation policy shall contain or be endorsed to contain a waiver of subrogation against the Agency, its officers, officials, employees, representatives, or agents.

- c. Within seven (7) working days after approval of the Agreement, the Contractor (and Subcontractors) will furnish the required Certificates of Insurance to the Agency.

11. Retention of Records

- a. Contractor must maintain financial records adequate to show that Agency funds paid under this Agreement were used for purposes consistent with the Agreement. These records must be maintained during the term of this Agreement and for a period of three (3) years from termination of this Agreement, or until all claims, if any, have been resolved, whichever period is longer, or longer if otherwise required under other provisions of this Agreement.
- b. The Contractor and subcontractors, and any third party performing work, will agree to provide the Agency, to any Federal or State department having monitoring or review authority, to the Agency's authorized representatives and/or to their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations, and the Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.
- c. The failure of the Contractor to comply with this section or any portion thereof may be considered a material breach of this Agreement and may, at the option of the Agency, constitute grounds for termination and/or non-renewal of the Agreement, pursuant to Section 7 of this Agreement.

12. Public Records Act Disclosure

The Contractor has been 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 Agency may be subject to public disclosure as required by the California Public Records Act (California Government Code Section

6250 et seq.). Exceptions to public disclosure may exist for those documents or other information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7. The Agency will, to the extent otherwise permitted by applicable laws, including but not limited to the California Public Records Act, endeavor to maintain as confidential all information obtained by it from the Contractor that the Contractor has reasonably designated in writing to the Agency as a trade secret. The Agency shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked or marked by the Contractor if disclosure is deemed by the Agency to be required by law or by court order.

13. Nondiscrimination

In the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition. Contractor shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, national origin, sexual orientation or medical condition. 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 Tehama County's policies concerning nondiscrimination and equal opportunity in contracting.

14. Drug-Free Workplace Policy

The Contractor acknowledges that it has obtained and read a copy of the San Luis Obispo County Integrated Waste Management Authorities policy regarding a drug free workplace, which is hereby made part of and incorporated herein by reference to this Agreement. The Contractor shall execute the policy acknowledgement attached hereto as Attachment .

15. Notices

All notices required by this Agreement will be deemed given when in writing and delivered personally deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other party at the address set forth below or at such address as the party may designate in writing in accordance with this section.

To Contractor:

To Agency:

San Luis Obispo County Integrated Waste Management Authority
870 Osos Street
San Luis Obispo, CA 93401
Attn: Executive Director

16. Assignments

- a. This Agreement is not assignable in whole or in part without the written consent of the Agency. Any assignment by the Contractor without the written consent of the Agency violates this Agreement and is grounds for termination with cause at the Agency's option, pursuant to Section 7 of this Agreement.
- b. The Agency and Contractor anticipate that the Contractor will use subcontractors to perform services under this Agreement. The Contractor will employ the services of the subcontractors listed in Exhibit [redacted] Contractor's Final Disposal Facilities and Subcontractors. All assignees or subcontractors approved by the Agency will be subject to the same terms and conditions applicable to Contractor under the Agreement, including indemnification and insurance, and the Contractor will be liable for the assignee's or subcontractors acts or omissions. All agreements between the Contractor and subcontractor or assignee for services pursuant to the Agreement will be provided to the Agency.

17. Assignment of Clayton Act, Cartwright Act Claims

The Contractor assigns to the Agency all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the Agency pursuant to this Agreement.

18. Notification of Change in Subcontractors

- a. The Contractor must notify the Agency's Manager in writing of any intent to change subcontractors, waste management facilities or other handlers and provide the information requested for each newly proposed subcontractor, waste management facility or other handler. The proposal will include a description of tasks to be performed by the subcontractor and rate schedule. Such change may be made only following approval by the Agency.
- b. The Contractor must in its performance of obligations under the Agreement, decline to hire the services of subcontractors, waste management facilities or other handlers which it has reason to believe operate in an unsafe manner or in violation of applicable safety laws and regulation.

19. Independent Contractors

The Contractor will perform all work and services described herein as an independent Contractor and not as an officer, agent, servant or employee of the Agency. None of the provisions of this Agreement are intended to create, nor will be deemed or construed to create any relationship between the parties other than that of independent parties contracting with each other for the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership, or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees and subcontractors, if any.

20. Entire Agreement

The Agreement will be entire and contain all the terms and conditions agreed upon by the parties. All prior negotiations, written agreements, and oral agreements between the parties with respect to the subject matter of the Agreement will be merged into this Agreement.

21. Faithful Performance/Security Instrument

The Agency reserves the right to require the Contractor to furnish a Faithful Performance Security Instrument, in the form of a performance bond up to \$1,000,000 to cover any clean up, waste hauling, waste disposal, and fines levied

against the Agency arising from non-performance of the Contractor, subcontractors, waste management facilities and other handlers. The Contractor must furnish said instrument within ten (10) working days upon receipt of written notice by the Agency. Any bond or letter of credit must be executed by a responsible surety that is authorized to transact business in the State of California. If the Contractor should fail to furnish the security instrument for the full amount within ten (10) working days, the Agreement may be terminated by the Agency at its election.

22. Accident Prevention

The Contractor must exercise precautions for the protection of persons (including employees, Agency staff and the public) and property. The Contractor must agree to install safety guards and protective devices for any and all equipment machinery in a manner consistent with industry standards. The Contractor must agree to employ all care to ensure that the proposed work will proceed under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety.

23. Violation Notification

The Contractor must agree to notify the Agency's Manager within five working days if any of the following occur between now and termination of the Agreement:

- a. The Contractor or subcontractors are served with a notice of violation of any laws, regulations or permits which relate in any material respect to the services proposed; or
- b. Proceedings are commenced against the Contractor, its subcontractors, its waste management facilities or other handlers that could lead to revocation of permits or licenses that relate to the services proposed.

24. Amendments

This Agreement may be amended only by an instrument signed by the parties. Only the Agency Board of Directors has the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either the Contractor's or Agency's duties set forth in this Agreement. Adjustments in compensation, if any, shall be determined through negotiation between the parties to the Agreement and are subject to approval by the Board of Directors. The Contractor acknowledges that no Agency staff person or Agency officer other than the Board of Directors has the power to amend the terms

and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors is null and void.

25. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid, or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

26. Waiver

No delay or failure to require performance of any provision of this Agreement will constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing, and will apply to the specific instance expressly stated.

27. Contract Execution

Each individual executing this Agreement on behalf of the Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

28. Governing Law and Venue

The parties hereto agree that the provision of this Agreement will be construed pursuant to the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in San Luis Obispo County, California.

29. Prevailing Wage

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance." Contractor shall defend, indemnify, and hold the Agency, its elected officials, officers, employees, and agents free and harmless from any claim or

liability arising out of any failure or alleged failure of Contractor to comply with the Prevailing Wage Laws.

In witness whereof, the Agency and Contractor have executed this Agreement as of **TBD**, 2023.

San Luis Obispo County Integrated
Waste Management Authority:

Contractor:

Jan Marx, Board President

By

Date

Title

Date

Approved as to Form:

Josh George

Agency General Counsel

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

RE: Review Board Meeting Draft Agenda – April 12, 2023

BACKGROUND:

N/A

RECOMMENDATION:

Staff recommends that your Executive Committee review, discuss, and approve the draft April 12, 2023, IWMA Board Meeting Agenda, and provide staff direction as deemed appropriate.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2023-04-12 Draft Agenda

San Luis Obispo County Integrated Waste Management Authority
BOARD MEETING AGENDA

Wednesday, April 12, 2023

In-person Meeting:

1:30 PM

City of San Luis Obispo

990 Palm Street, San Luis Obispo, CA. 93401



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.

IWMA BOARD MEMBERS:

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

Public Comment - The IWMA Board and Executive Committee welcomes your remote input. State law does not allow the Board to discuss or act on issues not on the agenda, except that members of the Board or Staff may briefly respond to statements made or questions posed. Limited to three (3) minutes per speaker. All persons desiring to speak during any public comment may do so in the following ways: Community members are encouraged to submit agenda correspondence in advance of the meeting via email to the Clerk of the Board at sdelgiorgio@iwma.com. Correspondence will be published on the IWMA website with a final update at 9:00 AM, the day of the meeting.

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 contact the IWMA Sasha Del Giorgio, 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) 781-2192 and through email at sdelgiorgio@gmail.com.

The IWMA Board Meeting Agenda is available for public viewing from the exterior of the IWMA's office found at 870 Osos Street, San Luis Obispo, California, and on the IWMA website <https://iwma.com/about/agendas-and-minutes/>. Persons with questions concerning any agenda item may call the IWMA at (805) 782-8530.

1. **Call to Order**
Led by President Jan Marx.
2. **Roll Call**
Taken by Clerk of the Board, Sasha Del Giorgio.
3. **Pledge of Allegiance**
Led by President Jan Marx.

Non-Agenda Public Comment Period

Presentations

4. **Executive Directors Report**
Led by Peter Cron.

Consent Agenda Public Comment Period

Consent

5. **Executive Committee Minutes Receive and File– February 24, 2023**
Recommendation: Staff recommends that your Board receive and file the following minutes of the Executive Committee:
 - February 24, 2023
6. **Board Minutes Review – March 8, 2023**
Recommendation: Staff recommends that your Board approve the following minutes of the IWMA Board:
 - March 8, 2023
7. **Receive and File Monthly Financial Reports**
Recommendation: Staff recommends that your Board receive and file the attached monthly financial reports.
8. **Resolution 2023-04-01, Authorizing Signatures for Banking and Financial Services**
Recommendation: Staff recommends that your Board adopt Resolution 2023-04-01, modifying the IWMA authorized signatories for banking and financial services.

Regular Agenda Public Comment Period

Regular Agenda

9. Proposal Selection for Legal Services

Recommendation: Staff recommends that your Board approve firm selection (*TBD*), authorize the Executive Director to negotiate a contract award on behalf of the IWMA Board, and authorize the Board President to sign and execute the contract.

10. Discussion of the Status and Impact of the County's request to initiate discussions with the San Luis Obispo County IWMA and its member agencies in order to rejoin the IWMA.

Recommendation: That the Board a) direct staff to meet and discuss the prospects and terms with which the County may rejoin the IWMA and b) appoint an Ad Hoc committee to oversee negotiations with the County.

Adjournment