

San Luis Obispo County Integrated Waste Management Authority
BOARD MEETING AGENDA

Wednesday, January 8, 2025, 1:30 PM

In-Person Meeting:

County of San Luis Obispo Government Center

Board of Supervisor Chambers

1055 Monterey Street, | San Luis Obispo, CA 93408



Mission Statement:

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

BOARD OF DIRECTORS:

Robert Robert, President, City of Grover Beach

James Guthrie, Vice President, City of Arroyo Grande

Jan Marx, Past President, City of San Luis Obispo

Charles Bourbeau, City of Atascadero

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

John Hamon, City of El Paso de Robles

Cyndee Edwards, City of Morro Bay

Robert Enns, Special Districts

Scott Newton, City of Pismo Beach

Instructions For Written Public Comment:

Written Public Comment must be submitted by 9:00 AM the day of the meeting.

Community members are encouraged to submit written public comment via email to

Andrea Biniskiewicz, Clerk of the Board, at abiniskiewicz@iwma.com. Agenda

correspondence received by 9:00 AM on the meeting day will be posted on the [IWMA website](#)

and become part of the official record of the Board Meeting. Community members may attend the meeting in person at the San Luis Obispo County Government Center, Board of Supervisor Chambers, 1055 Monterey Street, San Luis Obispo, CA 93408.

Americans with Disabilities Act Compliance:

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

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

Non-Agenda Public Comment Period

PRESENTATIONS

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

Consent Agenda Public Comment Period

CONSENT AGENDA

- 5. Executive Committee Meeting Minutes Receive and File – October 31, 2024** [Page 4](#)
Recommendation: Receive and file the October 31, 2024, Executive Committee Meeting Minutes.
- 6. Board Meeting Minutes Review – November 13, 2024** [Page 7](#)
Recommendation: Approve the November 13, 2024, Board Meeting Minutes.
- 7. Monthly Financial Reports** [Page 13](#)
Recommendation: Receive and file the attached monthly financial reports.
- 8. 2025 IWMA Calendar** [Page 22](#)
Recommendation: Approve the 2025 IWMA Calendar for Board of Directors meetings, Executive Committee meetings, and Holidays.
- 9. Go2Zero Smart Compliance** [Page 24](#)
Recommendation: 1) The Board approves the agreement with Go2Zero and; 2) Direct the Board President to sign the agreement with Go2Zero for the period of March 1, 2025 through February 28, 2026.

Regular Agenda Public Comment Period

REGULAR AGENDA

- 10. FY 24/25 Mid-Year Budget Review** [Page 41](#)
Recommendation: Discuss, review, and file the FY 24/25 Mid-Year Budget Review.
- 11. Video Content Production – Contract Recommendation** [Page 45](#)
Recommendation: A) Approve and accept staff's ranking and recommendation of Out West Digital; and B) authorize staff to negotiate and finalize the contract for Video Content Production with Out West Digital with a not-to-exceed maximum of \$60,000; and C) authorize the Board President to sign the final contract with Out West Digital.

12. Creation of Ad-Hoc Strategic Planning Committee [Page 65](#)

Recommendation: Create an Ad-Hoc Strategic Planning Committee and select members to participate pursuant to Article 2, Section 2.8 of the IWMA Rules of Procedure.

13. Temporary Authorization for Certain Capital Project Expenditures [Page 67](#)

Recommendation: Authorize the Board President to approve, sign, and authorize payment for contracts for capital outlay projects for the 555 Chorro Street office building up to a total amount of \$35,000, with such authorization superseding IWMA Policy F-1 and expiring on December 31, 2025.

14. Siting Work for Household Hazardous Waste Facility Site Plans [Page 69](#)

Recommendation: Direct the Executive Director to work with the General Managers of the respective Community Services Districts to develop Household Hazardous Waste site plans for San Miguel Community Service District and Heritage Ranch Community Service District wastewater treatment plants.

Closed Session Public Comment Period

CLOSED SESSION

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

15. Public Employment: Executive Director

Pursuant to Government Code § 54957 – Title: Executive Director

16. Board Member Communications

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

ADJOURNMENT

2025 Upcoming Meetings and Events <i>to be approved</i>		
Board of Directors	Thursday, February 13	Wednesday, March 12
Executive Committee	Thursday, January 30	Thursday, February 27

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Andrea Biniskiewicz, Clerk of the Board
RE: Executive Committee Minutes Receive and File – October 31, 2024

BACKGROUND:

N/A

RECOMMENDATION:

Receive and file the October 31, 2024, Executive Committee Meeting Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 10-31-24 EC Minutes



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

Executive Committee Meeting Minutes

October 31, 2024, 10:00 AM
870 Osos Street, San Luis Obispo, CA, 93401

Executive Committee Members

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

1. Call To Order

President Robert called the Executive Committee to order on October 31, 2024 at 9:58am.

2. Roll Call

Committee Members Present: Guthrie, Marx, Robert
Committee Members Absent: None

3. Pledge Of Allegiance

Non-Agenda Public Comment Period

No public comment submitted.

PRESENTATION

4. Executive Director's Report

Led by Peter Cron, Executive Director.

Consent Agenda Public Comment Period

No public comment submitted.

CONSENT AGENDA

5. Executive Committee Meeting Minutes Review – September 26, 2024

Recommendation: Approve the September 26, 2024, Executive Committee Meeting Minutes.

Motion By Guthrie

Second By Marx

To approve Item 5.

Motion approved on the following roll call vote:

Ayes: Guthrie, Marx, Robert

Noes: None

CARRIED (3 to 0)

Regular Agenda Public Comment Period

No public comment submitted.

REGULAR AGENDA

6. Board Meeting Agenda Draft Review – November 13, 2024

Recommendation: Review, discuss, and approve the draft November 13, 2024, IWMA Board Meeting Agenda.

Motion By Marx

Second By Guthrie

To approve Item 6.

Motion approved on the following roll call vote:

Ayes: Marx, Guthrie, Robert

Noes: None

CARRIED (3 to 0)

Closed Session Public Comment Period

No public comment submitted.

CLOSED SESSION

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

7. Public Employee Performance Evaluation - Executive Director

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

Time Out: 10:29 AM

Readjourn to Open Session and Closed Session Report

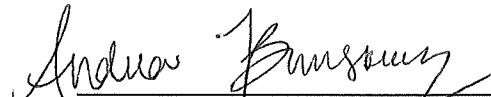
Time In: 10:34 AM

No reportable action.

8. Executive Committee Member Communications

No action.

ADJOURNMENT 10:35 AM



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

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Andrea Biniskiewicz, Clerk of the Board
RE: Board Meeting Minutes Review – November 13, 2024

BACKGROUND:

N/A

RECOMMENDATION:

Approve the November 13, 2024, Board Meeting Minutes.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. BOD DRAFT Minutes – November 13, 2024



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

Board of Directors Meeting Minutes

Wednesday, November 13, 2024, 1:30 PM
County of San Luis Obispo Government Center
Board of Supervisor Chambers
1055 Monterey Street, San Luis Obispo, CA 93408

BOARD OF DIRECTORS:

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

1. Call To Order

Past President, Marx, called the Board Meeting to order on November 13, 2024 at 1:32 PM.

2. Roll Call

Board Members Present: Barton (1:40 PM), Bourbeau, Enns, Guthrie (1:46 PM), Hamon, Marx, Paulding, President Robert (1:34 PM).
Absent: Newton

3. Pledge Of Allegiance

Non-Agenda Public Comment Period

No Public Comment Submitted

PRESENTATION

4. Executive Director's Report

Presented by Executive Director, Peter Cron.

Consent Agenda Public Comment Period

Written public comment received.

CONSENT AGENDA

5. Executive Committee Minutes Receive and File – September 26, 2024

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

6. Board Meeting Minutes Review – September 11, 2024

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

7. Monthly Financial Reports

Recommendation: Receive and file the attached monthly financial reports.

8. Harshwal & Company LLP Auditing Services Engagement Letter

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

9. Resolution 2024-11-01, Budget Adjustment Request – Capital Outlay

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

10. 2025 IWMA Calendar

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

Item 10 was pulled and asked to bring back to the Board for approval at the next scheduled IWMA Board Meeting to reflect corrections.

Motion by: Marx

Second by: Hamon

To approve Items 5, 6, 7, 8 & 9.

Motion passed by the following roll call vote:

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

Noes: None

CARRIED 8-0

Regular Agenda Public Comment Period

No public comment submitted.

REGULAR AGENDA

11. Technical Assistance Grant Application - City of Arroyo Grande

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

Motion by: Marx

Second by: Hamon

To approve Item 11.

Motion passed by the following roll call vote:

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

Noes: None

Abstain: Guthrie

CARRIED (7-0-1)

12. Technical Assistance Grant Application – ECOSLO

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

Paulding recused himself at 2:04pm

Motion by: Hamon

Second by: Marx

To approve Item 12.

Motion passed by the following roll call vote:

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

Noes: Guthrie

CARRIED (6-1)

Paulding returned at 2:14pm

13. Solid Waste Management Fee Study – Contract Recommendation

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

Motion by: Paulding

Second by: Guthrie

To approve Item 13.

Motion passed by the following roll call vote:

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

Noes: None

CARRIED (8-0)

14. Waste Characterization Study – Contract Recommendation

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

Motion by: Paulding

Second by: Guthrie

To approve Item 14.

Motion passed by the following roll call vote:

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

Noes: None

CARRIED (8-0)

15. Video Content Production – Contract Recommendation

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

- The Board Members directed staff to finalize materials and bring back the item to the next scheduled IWMA Board Meeting.

Closed Session Public Comment Period

Written public comment received from Julie Tacker.

CLOSED SESSION

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

16. Public Employee Performance Evaluation - Executive Director

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

Time Out: 2:44 PM

Readjourn to Open Session and Closed Session Report

Time In: 3:23 PM

No reportable action.

17. Board Member Communications

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

ADJOURNMENT: 3:29 PM

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

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

BACKGROUND:

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

October 2024 - Final

- | | |
|---------------------------|----------------|
| • Revenue Received Report | \$678,814.28 |
| • Expenditure Report | \$1,078,167.41 |
| • Credit Card Report | \$2,013.40 |

November 2024 - Final

- | | |
|---------------------------|---------------|
| • Revenue Received Report | \$ 376,448.12 |
| • Expenditure Report | \$ 207,240.74 |
| • Credit Card Report | \$ 2,341.63 |
-

RECOMMENDATION:

Receive and file the attached monthly financial reports.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. October 2024 Final Financial Report
- B. November 2024 Final Financial Report
- C. FY 23-24 Special Report
- D. June 24 Special Notation

Item 7, Attachment A

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

	<u>Total</u>
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	68,223.65
Total 400 Non_Operation Revenue	<u>\$ 68,223.65</u>
435 Operation Revenue	
4350200 CESQG Payment	2,428.70
4350820 Solid Waste Management Fee	460,910.91
4350825 Landfill Tipping Fee Surcharge	143,276.45
4350955 Retail Take Back Fees	3,857.00
4450020 Hazardous Waste Credits	245.27
Total 435 Operation Revenue	<u>\$ 610,718.33</u>
Unapplied Cash Payment Income	-127.70
Total Income	<u>\$ 678,814.28</u>

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

Purchase order date	Vendor name	Brief Description	Amount
10/01/2024	Vintage Properties	Office Space Rent/Lease	1,890.00
10/01/2024	Mountaineer IT Inc	IT Services	1,312.23
10/01/2024	Astound Business Solutions	Office Telephone Services	295.78
10/01/2024	San Luis Garbage Company	Utilities - Trash Service	43.11
10/01/2024	Rainscape	Landscape Services	125.00
10/01/2024	WM Corporate Services INC		1,108.40
10/01/2024	Science Discovery	Outreach and Education	24,651.62
10/01/2024	CSDA		2,034.00
10/02/2024	Cold Canyon Landfill SLO	E-Waste Collection	2,000.00
10/02/2024	Mountaineer IT Inc	IT Services	9,444.92
10/02/2024	Richetti Water Solutions	Reverse Osmosis System	19.95
10/02/2024	Pacific Waste Services	E-Waste Collection	2,000.00
10/03/2024	Alexa Heter	Controller Services	2,000.00
10/03/2024	Mid-Coast Fire	HHW Fire System Maintenance	532.05
10/03/2024	San Miguel Garbage Co		1,000.00
10/03/2024	Hart Impressions	Business Cards	63.78
10/03/2024	Hart Impressions	Business Cards	84.15
10/03/2024	Science Discovery	Outreach and Education	1,445.22
10/03/2024	Science Discovery	Outreach and Education	9,496.00
10/04/2024	Amazon Capital Services Inc.	Office Supplies	221.69
10/04/2024	Charter Communications/Spectrum	Utilities - Internet	131.24
10/04/2024	Gaspar Soilbuilders LLC	Compost Rebate Program	4,460.70
10/04/2024	Rainscape	Landscape Services	182.14
10/04/2024	Integrity Systems	Office Security Monitoring	140.00
10/05/2024	SDRMA	EE Benefits	9,106.91
10/07/2024	Mid-Coast Fire	HHW Fire System Maintenance	289.34
10/08/2024	Mission Linen and Uniform Service	Janitorial Services	23.75
10/08/2024	First American Title Company	555 Chorro Purchase	882,587.84
10/08/2024	AGP Video	Board Meeting Video Recording	700.00
10/09/2024	Amazon Capital Services Inc.	Office Supplies	44.12
		HHW E-Waste Storage	
10/09/2024	Atlas Performance Industries, Inc.	Containers	130.00
		HHW E-Waste Storage	
10/09/2024	Atlas Performance Industries, Inc.	Containers	130.00
10/10/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	477.71
10/10/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	1,038.00
10/10/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	4,664.86
10/10/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	146.83
10/10/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	3,154.41
10/10/2024	Gigantic Ideas Studio, Inc.		4,552.98
10/11/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	1,433.81
10/11/2024	Paso Robles Waste Disposal	Curbside Oil Pickup	1,500.00
10/13/2024	Marborg Industries	HHW Restroom Rental	109.74
10/13/2024	Marborg Industries	HHW Restroom Rental	109.74
10/13/2024	Marborg Industries	HHW Restroom Rental	109.74
10/13/2024	Marborg Industries	HHW Restroom Rental	109.74
10/13/2024	Marborg Industries	HHW Restroom Rental	109.74
10/15/2024	City of San Luis Obispo - Water	Utilities - Water	165.36
10/15/2024	ASAP Reprographics	Copy/Print Services	695.04
10/16/2024	Sunny Spot Vineyards LLC		1,069.10
10/17/2024	SoCalGas	Utilities - Gas	16.57
10/17/2024	Adamski Moroski Madden Cumberland & Green	Legal Services	4,148.23
10/18/2024	Mountaineer IT Inc	IT Services	1,480.23
10/18/2024	CPSC	Organizations	5,000.00
10/20/2024	Executive Janitorial	Janitorial Services	295.00
10/20/2024	Amazon Capital Services Inc.	Office Supplies	88.71
10/22/2024	Mission Linen and Uniform Service	Janitorial Services	23.75
10/22/2024	Amazon Capital Services Inc.	Office Supplies	172.60
10/24/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	477.00
10/24/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	3,154.41
10/24/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	4,657.87
10/24/2024	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	1,433.81
10/24/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	146.83
10/24/2024	Nationwide Retirement Solutions Standard 457	ED Retirement - 457	1,038.00
10/24/2024	Careit Co		7,000.00
10/24/2024	Amazon Capital Services Inc.	Office Supplies	134.82
10/26/2024	Charter Communications/Spectrum		36.04
10/31/2024	Heart Hill Vineyard II LLC		1,714.10
10/31/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	2,000.00
10/31/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	2,000.00
	Oct-24 First American Title Company	Escrow Refund	-215.00
	Oct-24 Payroll Expenses		\$ 94,647.11
	Oct-24 Less Stated Above		\$ (30,930.45)
	Oct-24 Payroll Processing Fees		435.5
	Oct-24 Credit Card Expenses		\$ 2,013.40
	Oct-24 Credit Card Fees		\$ 58.14
	TOTAL EXPENSES		\$ 1,078,167.41

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

Date	Name	Memo/Description	Split	Amount
10/03/2024	The Tribune	Circulation	5050255 Services and Supplies:Memberships	239.99
10/03/2024	Webstaurant	Webstaurant Plus Membership	5050255 Services and Supplies:Memberships	107.66
10/03/2024	Real World Training	Quickbooks Training - Monthly	5050070 Services and Supplies:Computer Software	29.95
10/05/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	6.00
10/15/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	513.00
10/18/2024	Name Tag Wizard	Science Discovery Field Team Nametag	5050340 Contracted Services	18.42
		Recycle Banners 6' x 4' - eyelets, hems and grommets		
10/22/2024	Genoa Visual Group	INV-21732	5050362 Services and Supplies:Public Outreach & Education	522.00
10/29/2024	Lowe's	Deadbolt with keypad	5050190 Services and Supplies:Building Maintenance	576.38
				\$ 2,013.40

Item 7, Attachment B

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

	<u>Total</u>
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	0.65
4200105 Grants	99,965.77
Total 400 Non_Operation Revenue	\$ 99,966.42
435 Operation Revenue	
4350200 CESQG Payment	3,542.80
4350820 Solid Waste Management Fee	215,743.22
4350825 Landfill Tipping Fee Surcharge	55,014.18
4350955 Retail Take Back Fees	2,181.50
Total 435 Operation Revenue	\$ 276,481.70
Total Income	\$ 376,448.12

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

Purchase order date	Vendor name	Brief Description	Amount	
11/01/2024	Science Discovery	Outreach and Education Chamber of Commerce	551.35	
11/01/2024	Morro Bay Chamber of Commerce	Membership	295.00	
11/01/2024	Vintage Properties	Office Space Rent/Lease	1,890.00	
11/01/2024	WM Corporate Services INC		48.95	
11/01/2024	Rainscape	Landscape Services	125.00	
11/01/2024	Cold Canyon Landfill SLO	E-Waste Collection	2,000.00	
11/01/2024	Richetti Water Solutions	Reverse Osmosis System	19.95	
11/01/2024	Brown Armstrong Accountancy Corp	Audit Assistance	2,200.00	
11/01/2024	French Camp Vineyards	Compost Rebate Program	14,398.40	
11/01/2024	Mountaineer IT Inc	IT Services	1,680.00	
11/01/2024	San Miguel Roll-Off Co., Inc.	Compost Rebate Program	446.70	
11/05/2024	Science Discovery	Outreach and Education	38,013.18	
11/05/2024	Science Discovery	Outreach and Education	12,610.50	
11/05/2024	Mission Linen and Uniform Service	Janitorial Services	23.75	
11/05/2024	UBEO West LLC	Copier Rental & Service	615.12	
11/05/2024	SDRMA	EE Benefits	10,907.57	
11/06/2024	Alexa Heter	Controllor Services	2,000.00	
		HHW E-Waste Storage		
11/06/2024	Atlas Performance Industries, Inc.	Containers	130.00	
		HHW E-Waste Storage		
11/06/2024	Atlas Performance Industries, Inc.	Containers	130.00	
11/08/2024	Stephen Nelson	Handyman Services	543.23	
11/08/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	471.49	
11/08/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	3,154.41	
11/08/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	1,038.00	
	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	1,433.81	
11/08/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	146.83	
	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	4,604.08	
11/08/2024	Niner Wine Estates LLC		3,426.90	
11/08/2024	National Stewardship Action Council	Membership Fee	1,300.00	
11/08/2024	One point Reimbursements	Training & Conferences	1,582.27	
11/10/2024	Amazon Capital Services Inc.	Office Supplies	155.47	
11/10/2024	Charter Communications/Spectrum	Utilities - Internet	131.24	
11/10/2024	Marborg Industries	HHW Restroom Rental	109.74	
11/10/2024	Marborg Industries	HHW Restroom Rental	109.74	
11/10/2024	Marborg Industries	HHW Restroom Rental	109.74	
11/10/2024	Marborg Industries	HHW Restroom Rental	109.74	
11/10/2024	Marborg Industries	HHW Restroom Rental	109.74	
11/12/2024	Mountaineer IT Inc	IT Services	2,056.34	
11/14/2024	ASAP Reprographics	Copy/Print Services	257.10	
11/14/2024	Pacific Waste Services	E-Waste Collection	2,000.00	
11/14/2024	ECOSLO	SB 1383 Local Assistance Grant	4,800.00*	Clerical error - refund for \$4,800 received on 12/03/2024.
11/14/2024	Ecologistics		4,800.00	
11/15/2024	ASAP Reprographics	Copy/Print Services	297.88	
11/18/2024	Salaal Investment No. 1 LP	Compost Rebate Program	953.80	
11/18/2024	PG&E	Utilities - Electricity	89.15	
11/18/2024	CalChamber		1,899.00	
11/19/2024	Mission Linen and Uniform Service	Janitorial Services	34.25	
11/20/2024	SoCalGas	Utilities - Gas	17.26	
11/20/2024	SoCalGas	Utilities - Gas	51.72	
11/21/2024	Vintage Properties	Office Space Rent/Lease	1,890.00	
11/21/2024	Nationwide Retirement PEHP	EE Retirement - PEHP	477.53	
	Nationwide Financial Private Sector Retirement (401A)	ED Retirement - 401A	1,433.81	
11/21/2024	Nationwide Financial Private Sector Retirement (401A)	EE Retirement - 401A	4,633.07	
11/21/2024	Nationwide Retirement PEHP	ED Retirement - PEHP	146.83	
11/21/2024	Nationwide Retirement Solutions Standard 457	EE Retirement - 457	3,154.41	
11/21/2024	Nationwide Retirement Solutions Standard 457	ED Retirement - 457	1,038.00	
11/21/2024	Executive Janitorial	Janitorial Services	295.00	
11/21/2024	City of San Luis Obispo - Water	Utilities - Water	88.90	
11/21/2024	City of San Luis Obispo - Water	Utilities - Water	25.82	
11/21/2024	San Miguel Roll-Off Co., Inc.	Compost Rebate Program	446.50	
11/21/2024	Chicago Grade Landfill & Recycling	E-Waste Collection	2,000.00	
11/22/2024	PSPIB Kylix LLC	Compost Rebate Program	950.90	
11/25/2024	PG&E	Utilities - Electricity	10.19	
11/25/2024	A-Town AV, INC		1,243.58	
11/26/2024	Charter Communications/Spectrum	Utilities - Internet	44.99	
11/26/2024	UBEO West LLC	Copier Rental & Service	636.80	
	Nov-24 Payroll Expenses		\$ 94,640.18	
	Nov-24 Less Stated Above		\$ (32,639.84)	
	Nov-24 Payroll Processing Fees		394.5	
	Nov-24 Credit Card Expenses		\$ 2,341.63	
	Nov-24 Credit Card Fees		\$ 109.54	
TOTAL EXPENSES			\$ 207,240.74	

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

Date	Name	Memo/Description	Split	Amount
11/03/2024	Webstaurant	Subscription	5050290 Services and Supplies:Other Minor Equipment	107.66
11/03/2024	Real World Training	Quickbooks Training	5050070 Services and Supplies:Computer Software	29.95
11/04/2024	Lowe's	Doorhandles	5050190 Services and Supplies:Building Maintenance	138.07
11/05/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	6.00
11/07/2024	Webstaurant	Digital Scales	5050290 Services and Supplies:Other Minor Equipment	1,043.96
11/12/2024	Trophy Hunters	Name Plates	5050280 Services and Supplies:Office Supply Expenses	28.28
11/14/2024	Microsoft	Microsoft 364	5050070 Services and Supplies:Computer Software	513.00
11/14/2024	uniquode	Purchased on 9/13/24	5050362 Services and Supplies:Public Outreach & Education	180.00
11/17/2024	Microsoft	Microsoft 365	5050070 Services and Supplies:Computer Software	6.00
11/26/2024	CRRA	Membership Renewal	5050255 Services and Supplies:Memberships	200.00
11/26/2024	Amazon Capital Services Inc.	General Office Supplies	5050280 Services and Supplies:Office Supply Expenses	88.71
				\$ 2,341.63

Item 7, Attachment C

San Luis Obispo County IWMA Revenue Received- Cash Basis July 1, 2023-June 30, 2024

	Total
Income	
400 Non_Operation Revenue	
4150000 Interest Revenue	152,538.75
4200105 Grants	1,510,997.00
Total 400 Non_Operation Revenue	\$ 1,663,535.75
435 Operation Revenue	
4350200 CESQG Payment	29,103.45
4350235 Billings to Outside Agencies	126,482.54
4350820 Solid Waste Management Fee	3,414,005.89
4350825 Landfill Tipping Fee Surcharge	792,052.49
4350955 Retail Take Back Fees	42,978.50
4450020 Hazardous Waste Credits	9,492.92
Total 435 Operation Revenue	\$ 4,414,115.79
4550000 Other Revenue	
4550065 Other Reimbursements	2,546.43
Total 4550000 Other Revenue	\$ 11,964.30
Markup	-8,977.16
Sales of Product Income	-3.30
Services	25,458.34
Unapplied Cash Payment Income	269.37
Total Income	\$ 6,106,363.09
Gross Profit	\$ 6,106,363.09

Item 7, Attachment D

San Luis Obispo County IWMA Revenue Received- Cash Basis Special Notation June 2024

Special Notation- Interest from County Account Entered after June Finalized
Interest Revenue for Fiscal Year Ending June 30, 2024

\$152,533.63

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

BACKGROUND:

N/A

RECOMMENDATION:

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

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. 2025 IWMA Calendar

Item 8, Attachment A



2025

IWMA BOARD & EXECUTIVE COMMITTEE MEETINGS

January

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

February

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

March

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

April

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

May

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

June

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

July

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

August

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

September

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

31

October

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

November

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

30

December

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

BOARD OF DIRECTORS MEETINGS, 1:30 PM

EXECUTIVE COMMITTEE MEETINGS, 10:00 AM

HOLIDAYS OBSERVED

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Go2Zero Smart Compliance

BACKGROUND:

In 2016 the Governor signed SB 1383, California's Short Lived Climate Pollutant Strategy into law. SB 1383 is the largest legislative change to the waste and recycling industry over the past 30 years. The law establishes organic waste collection and recycling programs including edible food recovery and procurement requirements for jurisdictions to procure recovered organic waste. These activities are a coordinated effort to reduce the amount of organic waste that is sent to the landfills by 75% by the year 2025.

Local governments have unique responsibilities under SB 1383 and are required to maintain records that demonstrate how they are complying with the law. These records assist local governments in submitting reports required by CalRecycle and in preparing for compliance inspections required by CalRecycle's JACE team.

The San Luis Obispo County IWMA has been using the Recyclist tracker as its single record keeping platform since 2020 as its compliance tool. In 2023 this platform was sold to a larger company, Routeware, that has taken over management of the platform's maintenance and updates. Since that time, we have seen a degradation in customer service and responsiveness to our needs.

Competing software called Smart 1383 from Go2Zero aka SMART Compliance, Inc., has surfaced and provides a lower cost option for compliance tracking. In checking references, their current customers, many from Recyclist, have commented on the performance and responsiveness of the Go2Zero team.

RECOMMENDATION:

1) The Board approves the agreement with Go2Zero and; 2) direct the Board President to sign the agreement with Go2Zero for the period of March 1, 2025, through February 28, 2026.

FISCAL IMPACT:

A one-year service agreement with SMART Compliance Inc. is \$29,495 (including a one-time set up fee of \$4,995.)

Compliance Software	Annual Cost
Routeware Tracker	\$47,390
Go2Zero Smart1383	\$24,500
Annual Projected Savings	~\$22,890

ATTACHMENTS:

- A. Go2Zero Service Agreement

Item 9, Attachment A

SERVICE AGREEMENT & ORDER FORM

I. The Parties This Service Contract ("Agreement") made: _____ is by and between:

Service Provider: SMART Compliance, Inc with a mailing address of 6625 N Calle Eva Miranda, Suite A, Irwindale, CA 91702 ("Service Provider"), and

Customer: San Luis Obispo Integrated Waste Management Authority ("Customer").

Service Provider and Customer are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Customer hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Terms

- a.) Subscription fees do not commence until the Customer portal "build-out" is complete.
- b.) Service Provider estimates **30-90 days** to complete the build-out of Customer's portal.
- c.) Customer will preview and approve the portal before the subscription period commences.
- d.) The **initial subscription period is for one year**, from Customer approval of completed portal.

III. The Service the Service Provider agrees to provide the following SMART 1383 Compliance System. **See attached proposal for description of service quoted.**

Hereinafter known as the "Service".

The Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Customer, including local, State, and Federal laws and to the best of their abilities.

IV. Payment Amount The Customer agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- \$4995 one-time set-up fee due upon contract signing
- \$24,500 upon completion of Customer portal

V. Other N/A

IN WITNESS WHEREOF, the Parties hereto agree to the incorporate terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Customer's Signature _____ Date _____

Print Name _____

Service Provider's Signature _____ Date _____

Print Name _____

SMART Compliance

Main Services Agreement (MSA)

THIS MAIN SERVICES AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF SMART1383 SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF SMART1383 SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

SMART1383's direct and indirect competitors are prohibited from accessing the Services, except with SMART1383's prior written consent.

This Agreement was last updated on August 1, 2024. It is effective between Customer and SMART1383 as of the date of Customer's accepting this Agreement (the "Effective Date").

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Main Services Agreement.

"Beta Services" means SMART1383 services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by SMART1383 from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

“Customer” means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

“Customer Data” means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-SMART1383 Applications.

“Documentation” means the applicable documentation and its usage guides and policies, as updated from time to time, accessible via <https://smart1383.com/company/legal/agreements/>.

“Free Services” means Services that SMART1383 makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Marketplace” means an online directory, catalog or marketplace of applications that interoperate with the Services.

“Non-SMART1383 Application” means Web-based, mobile, offline or other software functionality that interoperates with a Service, that is provided by Customer or a third party.

“Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and SMART1383 or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

“Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by SMART1383, including associated SMART1383 offline or mobile components, as described in the Documentation. “Services” exclude Content and Non-SMART1383 Applications.

“SMART1383” means a product or the same as the SMART Compliance, Inc or LLC company described in the “SMART1383 Contracting Entity, Notices, Governing Law, and Venue” section below.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by SMART1383 without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, SMART1383 at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of

Customer, and third parties with which Customer transacts business.

2. SMART1383 RESPONSIBILITIES

2.1 Provision of Purchased Services. SMART1383 will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable SMART1383 standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which SMART1383 shall give at least 48-hour advance electronic notice to all registered users using the email on file), and (ii) any unavailability caused by circumstances beyond SMART1383's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving SMART1383 employees), Internet service provider failure or delay, Non-SMART1383 Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to SMART1383's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. SMART1383 will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, SMART1383 will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, SMART1383 will have no obligation to maintain SMART1383-MSA , or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3 SMART1383 Personnel. SMART1383 will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with SMART1383's obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Beta Services. From time to time, SMART1383 may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not at its sole discretion. Any use of Beta Services is subject to the Beta Services terms at <https://www.SMART1383.com/agreements/>.

2.5 Free Trial. From time to time, SMART1383 may make Free Trial Services available. If Customer registers on SMART1383's or an Affiliate's website for a free trial, SMART1383 will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by SMART1383 in its sole discretion. Additional trial terms and conditions may appear on

the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL; THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY SMART1383" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SMART1383 SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SMART1383'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, SMART1383 AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND © USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SMART1383 AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.6 Free Services. SMART1383 may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that SMART1383, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that SMART1383 will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if SMART1383 terminates Customer's account, except as required by law SMART1383 will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY SMART1383” SECTION BELOW, THE FREE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND SMART1383 SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE SMART1383’S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00 . WITHOUT LIMITING THE FOREGOING, SMART1383 AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF THE FREE SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, (B) CUSTOMER’S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE “LIMITATION OF LIABILITY” SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO SMART1383 AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER’S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER’S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by SMART1383 regarding future functionality or features.

3.2 Customer Responsibilities. Customer will (a) be responsible for Users’ compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Services, and the interoperation of any Non-SMART1383 Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify SMART1383 promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy at <https://www.SMART1383.com/company/legal/agreements/>, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-SMART1383 Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in SMART1383’s judgment threatens the security, integrity or availability of SMART1383’s services, may result in SMART1383’s immediate suspension of the Services, however SMART1383 will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other

than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-SMART1383 Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-SMART1383 Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of SMART1383 intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.4 Removal of Content and Non-SMART1383 Applications. If Customer receives notice, including from SMART1383, that Content or a Non-SMART1383 Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in SMART1383's judgment continued violation is likely to reoccur, SMART1383 may disable the applicable Content, Service and/or Non-SMART1383 Application. If requested by SMART1383, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-SMART1383 Application in writing and SMART1383 shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if SMART1383 is required by any third-party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, SMART1383 may discontinue Customer's access to Content through the Services.

4. NON-SMART1383 PRODUCTS AND SERVICES

4.1 Non-SMART1383 Products and Services. SMART1383 or third parties may make available third-party products or services, including, for example, Non-SMART1383 Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-SMART1383 provider, product or service is solely between Customer and the applicable Non-SMART1383 provider. SMART1383 does not warrant or support Non-SMART1383 Applications or other Non-SMART1383 products or services, whether or not they are designated by SMART1383 as "certified" or otherwise, unless expressly provided otherwise in an Order Form. SMART1383 is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-SMART1383 Application or its provider.

4.2 Integration with Non-SMART1383 Applications. The Services may contain features designed to

interoperate with Non-SMART1383 Applications. SMART1383 cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-SMART1383 Application ceases to make the Non-SMART1383 Application available for interoperation with the corresponding Service features in a manner acceptable to SMART1383.

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form,

(i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 Invoicing and Payment.

5.3 initial subscription term and any renewal subscription term(s) as set forth in the “Term of Purchased Subscriptions” section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, SMART1383 will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to SMART1383 and notifying SMART1383 of any changes to such information.

5.4 Overdue Charges. If any invoiced amount is not received by SMART1383 by the due date, then without limiting SMART1383’s rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) SMART1383 may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

5.5 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized SMART1383 to charge to Customer’s credit card), SMART1383 may, without limiting its other rights and remedies, accelerate Customer’s unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, SMART1383 will give Customer at least 10 days’ prior notice that its account is overdue, in accordance with the “Manner of Giving Notice” section below for billing notices, before suspending services to Customer.

5.6 Payment Disputes. SMART1383 will not exercise its rights under the “Overdue Charges” or “Suspension of Service and Acceleration” section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.7 Taxes. SMART1383’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes,

assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SMART1383 has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, SMART1383 will invoice Customer and Customer will pay that amount unless Customer provides SMART1383 with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SMART1383 is solely responsible for taxes assessable against it based on its income, property and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, SMART1383, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.

6.3 License by Customer to SMART1383. Customer grants SMART1383, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-SMART1383 Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for SMART1383 to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-SMART1383 Application with a Service, Customer grants SMART1383 permission to allow the Non-SMART1383 Application and its provider to access Customer Data and information about Customer's usage of the Non-SMART1383 Application as appropriate for the interoperation of that Non-SMART1383 Application with the Service. Subject to the limited licenses granted herein, SMART1383 acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-SMART1383 Application or such program code.

6.4 License by Customer to Use Feedback. Customer grants to SMART1383 and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of SMART1383's or its Affiliates' services.

6.5 Federal Government End Use Provisions. SMART1383 provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

6.6 All data is stored on servers based in the United States that are owned and managed by a

United States based company. Please refer to the SMART Compliance privacy policy which can be found on our website at: <https://smartcompliance.tech/smart-compliance-privacy-policy/>

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes data provided by customer; Confidential Information of SMART1383 includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional SMART1383 services.

7.2 Protection of Confidential Information . As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate’s, legal counsel’s or accountant’s compliance with this “Confidentiality” section. Notwithstanding the foregoing, SMART1383 may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-SMART1383 Application Provider to the extent necessary to perform SMART1383’s obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 SMART1383 Warranties. SMART1383 warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) SMART1383 will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-SMART1383 Applications" section above, SMART1383 will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

9. INDEMNIFICATION

Customer will defend SMART1383 and its Affiliates against any claim, demand, suit or proceeding made or brought against SMART1383 by a third party (a) alleging that the combination of a Non-SMART1383 Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's intellectual property rights, or (b) arising from (i) Customer's use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) a Non-SMART1383 Application provided by Customer (each a "Claim Against SMART1383"), and will indemnify SMART1383 from any damages, attorney fees and costs finally awarded against SMART1383 as a result of, or for any amounts paid by SMART1383 under a settlement approved by Customer in writing of, a Claim Against SMART1383, provided SMART1383 (A) promptly gives Customer written notice of the Claim Against SMART1383, (B) gives Customer sole control of the defense and settlement of the Claim Against SMART1383 (except that Customer may not settle any Claim Against SMART1383 unless it unconditionally releases SMART1383 of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against SMART1383 arises from SMART1383's breach of this Agreement, the Documentation or applicable Order Forms.

9.1 Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the date shown on Page 1 of this agreement. The Subscription will commence on the date that the Customer signs-off on the completion of the initial portal set-up.

11.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at SMART1383's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, SMART1383 will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by SMART1383 in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to SMART1383 for the period prior to the effective date of termination.

11.5 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights

and Licenses,” “Confidentiality,” “Disclaimers,” “Indemnification,” “Limitation of Liability,” “Refund or Payment upon Termination,” “Removal of Content and Non-SMART1383 Applications,” “Surviving Provisions” and “General Provisions” will survive any termination or expiration of this Agreement, and the section titled “Protection of Customer Data” will survive any termination or expiration of this Agreement for so long as SMART1383 retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other SMART1383 technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. SMART1383 and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between SMART1383 and Customer regarding Customer’s use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

12.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

12.8 Assignment . Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party’s prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party’s consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if

a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, SMART1383 will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.9 SMART1383 Contracting Entity, Notices, Governing Law, and Venue. Governing law is the State of California legal code. Notices should be addressed to:

SMART Compliance, Inc.
6625 N CALLE EVA MIRANDA,
SUITE A,
IRWINDALE, CA 91702

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: FY 24/25 Mid-Year Budget Review

BACKGROUND:

The intent of the Mid-Year Budget Review is to provide a snapshot into the financial position of the agency as we head into the 3rd and 4th quarters of the Fiscal Year 2024/2025. The agency functions under a modified accrual accounting basis, therefore, the second quarter of the fiscal year has not yet been closed.

Revenue:

Revenue has been received at 34.5% of the budget. The largest revenue line items are the Solid Waste Management Fee and Landfill Tipping Fee Surcharge. Both the Solid Waste Management Fee and Landfill Tipping Fee Surcharge are paid to the agency after permitted haulers and landfills have been paid which creates a latency in recording. Based on complete first quarter revenue, the agency is projected to earn 10-15% over budgeted revenue.

On July 1, 2024, the Solid Waste Management Fee was reduced from 4.4% to 3.0% to better reflect the needs of the agency. A Solid Waste Management Fee Study is currently underway and will inform the Fiscal Year 2025/2026 budget.

Expenses:

Expenses at mid-year are running at 45% of the adopted budget. Labor expenses are at 43% and are expected to remain within projections for the remainder of the fiscal year.

Anticipated Impacts:

- New contracts for the Solid Waste Management Fee Study and Waste Characterization Study will increase grant-funded contracted services expenses.
- Changes in the hazardous waste industry will create increases to our disposal costs for Household Hazardous Waste.
- Solar Panels remain an unknown for the agency as many of the early installations are reaching the end of their useful life.

We will see a decrease in rents and leases now that we have purchased 555 Chorro in order to be staffed at a single location.

Capital Outlay:

We have completed the purchase of the building at 555 Chorro and have begun relocation. Once the move is complete, the sale of the building at 870 Osos will be initiated and the revenues from this sale will largely offset the costs of the purchase of 555 Chorro.

We have two more projects developing in the Capital Outlay line it:

- 1) New San Miguel Household Hazardous Waste Facility to better serve the population of North San Luis Obispo County.
- 2) Relocation of the Heritage Ranch Household Hazardous Waste Facility to accommodate upgrades to the site.

RECOMMENDATION:

Discuss, review, and file the FY 24/25 Mid-Year Budget Review.

FISCAL IMPACT:

N/A

ATTACHMENTS:

- A. FY 24/25 Budget

Item 10, Attachment A

IWMA Budget vs. Actuals: Budget_FY24/25 July 2024 - June 2025

	Total			% of Budget
	Actual	Budget	over Budget	
Income				
400 Non_Operation Revenue	0.00	0.00	0.00	
4150000 Interest Revenue	2.56	37,397.00	-37,394.44	0.01%
4200105 Grants	99,965.77	85,260.00	14,705.77	117.25%
Total 400 Non_Operation Revenue	\$ 99,968.33	\$ 122,657.00	-\$ 22,688.67	81.50%
435 Operation Revenue	0.00	0.00	0.00	
4350200 CESQG Payment	15,535.80	25,196.00	-9,660.20	61.66%
4350235 Billings to Outside Agencies	-3.37	18,000.00	-18,003.37	-0.02%
4350820 Solid Waste Management Fee	986,935.67	2,479,159.00	-1,492,223.33	39.81%
4350825 Landfill Tipping Fee Surcharge	257,443.88	937,853.00	-680,409.12	27.45%
4350955 Retail Take Back Fees	20,815.50	43,566.00	-22,750.50	47.78%
4450020 Hazardous Waste Credits	3,963.13	5,000.00	-1,036.87	79.26%
Total 435 Operation Revenue	\$ 1,284,690.61	\$ 3,508,774.00	-\$ 2,224,083.39	36.61% (a)
4550000 Other Revenue	510.50	0.00	510.50	
4550065 Other Reimbursements	-1,582.27	0.00	-1,582.27	
Total 4550000 Other Revenue	-\$ 1,071.77	\$ 0.00	-\$ 1,071.77	
Services	805.95	0.00	805.95	
Total Income	\$ 1,384,393.12	\$ 3,631,431.00	-\$ 2,247,037.88	38.12%
Gross Profit	\$ 1,384,393.12	\$ 3,631,431.00	-\$ 2,247,037.88	38.12%
Expenses				
500- Salaries, wages, & Benefits	0.00	0.00	0.00	
5001210 Annual Wages	342,657.31	764,488.00	-421,830.69	44.82%
5001507 Taxes	28,686.68	60,310.00	-31,623.32	47.57%
5001522 Retirement Benefits	102,587.39	246,594.00	-144,006.61	41.60%
5001557 Workers Compensation Insurance	-1,416.27	4,434.00	-5,850.27	-31.94%
5001561 Employee Insurance Benefit	70,558.66	165,361.00	-94,802.34	42.67%
5001700 Cell Phone Stipends	1,765.00	3,960.00	-2,195.00	44.57%
Total 500- Salaries, wages, & Benefits	\$ 544,838.77	\$ 1,245,147.00	-\$ 700,308.23	43.76% (b)
5050 Services and Supplies	0.00	0.00	0.00	
5050015 Advertising	134.57	85,020.00	-84,885.43	0.16%
5050070 Computer Software	29,173.49	83,278.00	-54,104.51	35.03%
5050075 Computer Hardware	0.00	14,049.00	-14,049.00	0.00%
5050085 Copy and Printing	1,656.13	82,860.00	-81,203.87	2.00%
5050095 Credit Card Fees	90.46	618.00	-527.54	14.64%
5050095.1 Credit Card Fee	498.95	0.00	498.95	
5050145 Hazardous Waste Disposal	315,000.65	711,376.00	-396,375.35	44.28% (c)
5050160 Insurance Property and Liability	45,486.74	39,001.00	6,485.74	116.63% (d)
5050167 Rebates	85,967.20	150,000.00	-64,032.80	57.31%
5050169 Janitorial Services & Supplies	2,136.75	4,080.00	-1,943.25	52.37%
5050190 Building Maintenance	2,314.82	1,500.00	814.82	154.32% (e)
5050210 Maintenance-Equipment	3,611.07	12,500.00	-8,888.93	28.89%
5050220 Maintenance Expense	709.53	5,000.00	-4,290.47	14.19%

5050255 Memberships	7,537.63	18,250.00	-10,712.37	41.30%
5050260 Mileage Reimbursement - Employee	274.47	3,164.00	-2,889.53	8.67%
5050265 Mileage Reimbursement-Nonemployee	3,855.86	9,840.00	-5,984.14	39.19%
5050280 Office Supply Expenses	2,207.18	6,000.00	-3,792.82	36.79%
5050290 Other Minor Equipment	21,737.67	238,407.00	-216,669.33	9.12%
5050310 County Services	0.00	8,930.00	-8,930.00	0.00%
5050320 Legal	33,376.50	80,000.00	-46,623.50	41.72%
5050335 Postage	586.88	9,834.00	-9,247.12	5.97%
5050340 Contracted Services	308,947.33	672,356.00	-363,408.67	45.95%
5050360 Publication & Legal Notice	6.00	0.00	6.00	
5050362 Public Outreach & Education	159,316.00	494,930.00	-335,614.00	32.19%
5050370 Trainings and Seminar Registration	3,653.39	14,500.00	-10,846.61	25.20%
5050380 Rent and Lease Expense	11,780.00	34,683.00	-22,903.00	33.96%
5050400 Rents & Leases- Equipment	3,043.06	8,000.00	-4,956.94	38.04%
5050405 Rents & Leases-Strc	4,701.94	8,400.00	-3,698.06	55.98% (f)
5050425 Board of Directors Stipends	9,300.00	13,200.00	-3,900.00	70.45%
5050430 Special Dept Exp	0.00	80,000.00	-80,000.00	0.00%
5050440 Telephone and Internet	2,490.11	6,700.00	-4,209.89	37.17%
5050450 Travel	316.00	11,000.00	-10,684.00	2.87%
5050475 Utilities	3,036.20	5,150.00	-2,113.80	58.96%
Total 5050 Services and Supplies	\$ 1,062,946.58	\$ 2,912,626.00	-\$ 1,849,679.42	36.49%
515- 515-Lease Expenses	0.00	0.00	0.00	
5153400 Lease Amortization Expense	0.00	2,105.00	-2,105.00	0.00%
5160400 Interest Expense	0.00	59.00	-59.00	0.00%
Total 515- 515-Lease Expenses	\$ 0.00	\$ 2,164.00	-\$ 2,164.00	0.00%
550 Capital Outlay	0.00	0.00	0.00	
5500092 Capital Outlay Building	902,372.84	1,397,843.00	-495,470.16	64.55%
Total 550 Capital Outlay	\$ 902,372.84	\$ 1,397,843.00	-\$ 495,470.16	64.55% (g)
Total Expenses	\$ 2,510,158.19	\$ 5,557,780.00	-\$ 3,047,621.81	45.16%
Net Operating Income	-\$ 1,125,765.07	-\$ 1,926,349.00	\$ 800,583.93	58.44%
Net Income	-\$ 1,125,765.07	-\$ 1,926,349.00	\$ 800,583.93	58.44%

- a. Solid Waste Management Fee and Landfill Tipping Fee Surcharge collected after hauler/landfills have been paid
- b. Salaries and wages running close to budget
- c. Hazardous Waste Services only includes 3 months. One time shipments inflated costs.
- d. Property Insurance paid at the beginning of the Fiscal Year
- e. Building Maintenance increased due to move.
- f. Rents and leases should decline with new Building
- g. Capital Outlay is a reflection of the building purchase at 555 Chorro.

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

BACKGROUND:

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

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

CRITERIA SCORES	WEIGHT	Corepark	CV Strategies	DropDrop	FixaMedia	Goal Productions	Gov Service Group	Hamlin Creative	Ilardi Media
Panel 1	0.20	1.83	2.45	3.45	3.73	3.23	3.00	3.68	2.95
Panel 2	0.20	2.10	2.30	4.10	3.53	3.58	3.13	4.33	2.78
Panel 3	0.20	1.75	2.10	3.80	3.63	3.45	2.45	4.38	1.65
Panel 4	0.20	1.90	2.75	4.43	4.20	3.65	2.30	4.33	1.00
Panel 5	0.20	1.35	0.95	0.50	2.13	0.50	0.50	0.50	1.00
OVERALL SCORE	1.00	8.93	10.55	16.28	17.20	14.40	11.38	17.20	9.38
TOTAL POSSIBLE	1.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00

CRITERIA SCORES	WEIGHT	Media 3Sixty	No Sunrise Wasted	Out West Digital	Sirena Media	The National Theatre for Children	Great Media x Triple Pointe Media	VideoVets	Worldwise Productions	NOTES
Panel 1	0.20	3.78	2.95	4.55	3.55	3.50	3.28	3.78	3.73	Ranked highest: Out West Digital
Panel 2	0.20	3.33	2.10	4.25	3.28	3.28	3.35	3.78	3.65	
Panel 3	0.20	3.73	2.00	4.20	2.05	2.55	1.20	2.03	3.98	
Panel 4	0.20	3.78	3.78	3.88	3.10	2.00	2.60	3.73	3.09	
Panel 5	0.20	2.05	0.50	4.00	1.43	1.78	2.28	4.73	1.38	
OVERALL SCORE	1.00	16.65	11.33	20.88	13.40	13.10	12.70	18.03	15.81	
TOTAL POSSIBLE	1.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	

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

- Produce and execute a high-quality series of videos that portray the IWMA’s messaging in a clear and concise manner that will reach a diverse audience.
- Clear and constructive expectations of the IWMA staff during pre- and post-production

- Provided all deliverables, including b-roll footage and still imagery.
 - Submit a competitive rate of compensation in relation to the quality of work presented in their proposal.
-

RECOMMENDATION:

A) Approve and accept staff's ranking and recommendation of Out West Digital; and B) authorize staff to negotiate and finalize contract for Video Content Production with Out West Digital with a not-to-exceed maximum of \$60,000; and C) authorize the Board President to sign the final contract with Out West Digital.

FISCAL IMPACT:

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

ATTACHMENTS:

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



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

RFP Released:

Thursday, September 26, 2024

RFP Submission Deadline:

Friday, November 1, 2024 by 12:00 PM

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

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

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

SECTION I - Introduction and Background

A. Introduction

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

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

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

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

Background

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

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

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

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

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

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

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

SECTION II – QUALIFICATIONS AND SCOPE OF SERVICES

A. Qualifications of Contractor and Personnel

The ideal Contractor will have the following characteristics:

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

B. Project Scope

The Contractor will produce and provide the following:

1. Video content library of B-roll footage.
2. Library of high-quality still images (at least 100).
3. At least (4) finalized videos:
 - Four themed videos each focused on a different aspect of resource recovery. Each of the final videos should adhere to the following schema:
 - Narrative repackaged to fit 10, 30 and 90 second timeframes.
 - Resized to fit an aspect ratio appropriate for distribution to the following media outlets:
 - Television broadcasting and streaming
 - IWMA and member jurisdiction websites
 - Instagram and related social media sites
 - Additional lengths and file formats as recommended by the qualified Contractor or requested by the IWMA.

SECTION III - TIMELINE AND SUBMITTAL INSTRUCTIONS

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

A. Timeline

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

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

B. Proposal Format and Content Requirements

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

1. Qualifications of Contractor and Personnel (45%)

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

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

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

4 following prompts:

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

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

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

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

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

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

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

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

4. Client References

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

5. Identify Existing and Potential Conflicts of Interest

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

6. Disclosure of Litigation

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

7. Additional Information

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

C. Questions

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

D. Submittal Instructions

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

SECTION IV - RFP PROPOSAL EVALUATION AND SELECTION PROCESS

A. Criteria Weight

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

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

B. Final Selection

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

C. Contract Award and Execution

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

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

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

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

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

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

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

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

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

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

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

SECTION V - GENERAL CONDITIONS

A. IWMA Rights & Options

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

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

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

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

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

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

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

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

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

B. Changes to the RFP

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

C. Communications

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

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

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

D. Insurance

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

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

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

E. Exceptions and Deviations

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

F. Award

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

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

PRELIMINARY DRAFT AGREEMENT
MONTH YEAR



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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

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

1) SERVICES

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

2) TERM & TERMINATION

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

3) COMPENSATION

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

4) REPRESENTATION

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

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

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

5) CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

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

6) OTHER LICENSES AND PERMITS

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

7) INDEMNIFICATION

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

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

8) INSURANCE

a. Liability Insurance

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

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

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

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

9) SUBCONTRACTORS

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

10) CONFLICT OF INTEREST

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

11) NOTICES

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

12) GOVERNING LAW; JURISDICTION

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

13) COMPLIANCE WITH STATUTES AND REGULATIONS

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

14) PUBLIC RECORDS ACT DISCLOSURE

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

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

15) NONDISCRIMINATION

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

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

DRAFT

SAN LUIS OBISPO COUNTY
INTEGRATED WASTE MANAGEMENT AUTHORITY

870 Osos Street

San Luis Obispo, CA 93401

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

X _____
Robert Robert, President Date

X _____
Contractor, Company Date

ATTEST

X _____
Clerk of the Board Date

APPROVED AS TO FORM

X _____
Legal Counsel Date

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Creation of Ad-Hoc Strategic Planning Committee

BACKGROUND:

In January 2021, the Board was presented with a Strategic Plan to help the agency navigate SB 1383 compliance. This plan's purpose was to provide insight into determining the direction of the agency and its priorities. Much has changed since the plan was created. Staff recommends that an Ad-Hoc Committee be formed to meet the challenges of the next five years and establish the groundwork for this update to the agency's strategic plan.

By establishing this Ad-Hoc Committee in conjunction with the Solid Waste Management Fee Study being conducted by R3 Consulting, we can establish the goals and priorities of the agency with an eye on fiscal health. The desired outcome is to create an outline of the priorities of the agency that can be shared with its member jurisdictions to establish a clear roadmap for our success.

The Committee's primary responsibilities will include:

- 1) Revisiting the agency's previous five-year strategic plan written by HF&H in 2020.
- 2) Reviewing the agency's current financial position.
- 3) Understanding laws and regulations impacting the agency's programs.
- 4) Providing the agency with direction to further develop goals, objectives and priorities for the next five years.

RECOMMENDATION:

Create an Ad-Hoc Strategic Planning Committee and select members to participate pursuant to Article 2, Section 2.8 of the IWMA Rules of Procedure.

FISCAL IMPACT:

N/A

ATTACHMENTS:

N/A

TO: San Luis Obispo County Integrated Waste Management Authority
FROM: Peter Cron, Executive Director
RE: Temporary Authorization for Certain Capital Project Expenditures

BACKGROUND:

The IWMA recently acquired a new building at 555 Chorro Street in San Luis Obispo. The new building calls for capital improvement projects conducive to a safe and effective workspace. Capital Outlay is approved by the IWMA Board of Directors in the annual budget and expenditures are subject to IWMA Policy F-1: Authority to Enter into Contracts and Expend Funds.

Budget Item	FY 2024/2025 Budget (mod)	Actual	Remaining
Capital Outlay	1,397,843.00	902,372.84	495,470.16

For approved budget items, IWMA Policy F-1 currently allows the Executive Director to authorize purchases up to \$5,000, and the Board President to authorize purchases up to \$10,000, without separate approval by the Board of Directors.

Temporary authorization of the Board President to enter into agreements and approve payments related to the repair and renovation of the new building in accordance with the terms and conditions of this authorization and would enable the IWMA to make limited modifications to the new office space over time and as needed without waiting until the next Board meeting.

Planned improvements include:

- Removal of a non-load bearing wall;
- Installation of new carpeting;
- Construction of a doorway; and
- Interior paint.

Work authorized under this item will not include:

- Lighting;
- Electrical Services; or
- Plumbing.

The terms and conditions of this temporary authorization are as follows:

1. Authorization expires on December 31, 2025, or when the remaining capital outlay budget is spent on projects at 555 Chorro Street, whichever comes first.
2. IWMA Staff will collect at least three bids from local construction companies per task order, evaluate the bids, and present the lowest bid to the Board President to enter into a work agreement with the selected contractor.
3. The IWMA will follow all contractor requirements, including:
 - State of California Contractor's License in good standing.
 - Cost/rates within California's Prevailing Wage range.
 - Availability and interest in performing small to moderate sized commercial construction and demolition projects in the City of San Luis Obispo.
 - Proposed rates and availability don't exceed feasibility for anticipated projects to be completed under budget within two years.

RECOMMENDATION:

Authorize the Board President to approve, sign, and authorize payment for contracts for capital outlay projects for the 555 Chorro Street office building up to a total amount of \$35,000, with such authorization superseding IWMA Policy F-1 and expiring on December 31, 2025.

FISCAL IMPACT:

None.

ATTACHMENTS:

N/A

TO: San Luis Obispo County Integrated Waste Management Authority

FROM: Peter Cron, Executive Director

RE: Siting Work for Household Hazardous Waste Facility Site Plans

BACKGROUND:

At the Fiscal Year 2024/2025 budget and planning meeting, the Board identified two capital projects as priorities:

1. Open a Household Hazardous Waste collection site at the San Miguel CSD Wastewater Treatment plant. This site would provide convenient access to the residents of North San Luis Obispo County as well as the residents of San Miguel.
2. Relocate the Heritage Ranch Household Hazardous Waste Site to make room for the site improvements planned for this site.

Site maps are crucial for the construction bid process and the permitting by California's Department of Toxic Substances Control. By collaborating with the Community Services District offices on these projects, we can expedite the design phase and be assured that we are not interfering with ongoing construction at these sites.

Once we have the site plans completed, construction for these projects will be published for bidding according to our purchasing and prevailing wage policies. Once the bids are evaluated and a contractor has been selected, the selection will come back to the full board for approval.

RECOMMENDATION:

Direct the Executive Director to work with the General Managers of the respective Community Services Districts to develop Household Hazardous Waste site plans for San Miguel Community Services District and Heritage Ranch Community Services District wastewater treatment plants.

FISCAL IMPACT:

Estimated cost: \$36,000 (\$18,000 per site).

ATTACHMENTS:

N/A