

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY EXECUTIVE COMMITTEE MEETING

Thursday, February 29, 2024, 12:30 pm – 2:00 pm

In Person: County of Marin Civic Center, Room 304

The Executive Committee is comprised of 5 of the 12 JPA Board Seats: San Rafael, Novato, County of Marin, Southern Marin Appointee, and Ross Valley Appointee.

Current Committee: Heather Abrams, Dan Eilerman, Todd Cusimano, John Stefanski, Jessica Deakyne

AGENDA

Call to Order

1. Open Time for Public Comment (Information Only) 5 Minutes.

Consent Calendar 2 Minutes

2. Approve JPA Board Meeting Minutes from April 25, 2019 (Action) 5 Minutes.

Regular Agenda

3. Executive Director Update (Information Only) 5 minutes
4. Amended Staffing Agreement (Action) 25 Minutes.
5. Budget Process (Action) 35 Minutes.
6. Contract Process (Action) 15 Minutes.
7. Adjournment

Agendas & Staff Reports also available at

<https://zerowastemarin.org/who-we-are/agendas-minutesagendas-and-minutes>



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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: February 29, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Open Time for Public Comment

Fairfax

The public is welcome to address the Committee on matters not on the agenda within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the Committee is not permitted to discuss or act on any matter not on the agenda unless it determines that an emergency exists or that there is a need to take immediate action which arose following the posting of the agenda.

Larkspur

Mill Valley

Recommendation

Novato

Receive public comment. Information Only.

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

**MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Executive Committee
Thursday, April 25, 2019
Corte Madera Town Center, Community Room
770 Tamalpais Drive, Suite 201
2:30 – 3:00 PM

MINUTES

MEMBERS PRESENT

Cristine Alilovich, San Rafael
Regan Candelario, Novato
Matthew Hymel, Marin

MEMBERS ABSENT

Greg Chanis, Tiburon
Garrett Toy, Fairfax

STAFF PRESENT

Steve Devine
Ernest Klock
Judith Silver
Melody Mitchell

OTHERS PRESENT

Jenna Brady, County Counsel
David Catalinotto, San Rafael Fire
John Maher, Maher Accountancy
Garen Kazanjian, Recology
Kathy Wall, Marin Sanitary Service
Jim Schutz, San Rafael

Call to Order

1. Open Time for Public Comment

No public comment was tendered.

Consent Agenda

2. Audit and Financial Statements for Year-Ending June 30, 2018

Mr. Maher from Maher Accountancy delivered the report and a brief discussion was held, which included questions for Mr. Maher from the Board.

Mr. Hymel made a motion to receive and file the Audit and Financial Statements for Year-Ending June 30, 2018. Second: Mr. Candelario. Vote: Unanimous. Abstentions: None.

Regular Agenda

3. Update from your Board's Local Task Force (LTF) Advisory Group

Mr. Devine delivered updates from the LTF Advisory Group. He stated that there are 14 seats in the Advisory Group, and currently 13 appointees fill those seats. He noted that the Staff Report calls a number of presentations the LTF has received over the past year or so. He also shared that Chair Alilovich attended the most recent LTF Meeting on April 3. Mr. Devine stated that he strongly encouraged members of the LTF to

attend the Executive Committee and JPA Board meetings to share their questions and concerns.

Ms. Silver shared that LTF members would like to see more outreach and education to the community regarding these issues. She also shared the Organics Subcommittee of the LTF is currently assembling an educational workshop for the community. She also stated that the regulations for SB 1383 will be finalized by the end of this calendar year, and the law goes into effect January 1, 2020; regulations, reporting and fines will go into effect in 2022.

Chair Alilovich shared about the dialogue at the LTF meeting about the single-use plastics ban ordinance and the interesting feedback that resulted and concurred with Mr. Devine the value of members attending JPA Board meetings to express their ideas surrounding the ordinance and other matters. Information item only. No action taken.

4. Conflict of Interest Code

The JPA was due to reaffirm or update its Conflict of Interest Policy. Mr. Candelario made a motion to approve Resolution 2019-01 – Conflict of Interest Code. Second: Mr. Hymel. Vote: Unanimous. Abstentions: None.

5. Proposed FY 19-20 Budget and Assessment Schedule

Mr. Devine presented a detailed overview of the FY 19-20 JPA budget and related hauler/facility assessments. After discussion and questions from Committee members, the Committee recommended an amendment to add another \$50,000 for one project to the final budget to be considered for approval by the full JPA Board at its May meeting.

Mr. Hymel made a motion to recommend the JPA Board approve the Proposed FY 19-20 Budget and Assessment Schedule with an amendment to add \$50,000 to the final recommended budget. Second: Mr. Candelario. Vote: Unanimous. Abstentions: None.

6. Set Time and Location for May 23, 2019 Full JPA Board Meeting

Mr. Schutz shared that this item is on the Agenda for the upcoming Marin Managers Association (MMA) meeting, and he will discuss it with that group. He speculates that the May 23 JPA Board meeting can be held at the 1600 Los Gamos Drive facility in San Rafael but will need to confirm. Details to be determined.

Mr. Hymel adopted a motion directing Staff to coordinate with the MMA on the time and location for the next JPA Board Meeting on May 23, 2019 JPA Board meeting. Second: Mr. Candelario. Vote: Unanimous. Abstentions: None.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: Greg Chanis Second: Matthew Hymel

Ayes Garrett Toy, Todd Cusimano, Regan Candelario, Cristine Alilovich,

David Donery, Jim McCann, Dan Schwarz

Noes: None

Abstentions: None

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Belvedere

Date: February 29, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Executive Director Update

Fairfax

The Executive Director will provide an update on recent and ongoing activities provided by staff.

Larkspur

Recommendation

Receive oral report. Information only.

Mill Valley

Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: February 29, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Restated and Amended Staffing & Services Agreement

Fairfax

The fiscal, managerial, and operational functions of this Agency are provided by an agreement between the Marin County Hazardous and Solid Waste Joint Powers Authority (JPA) and the County of Marin; revised in 2023 (Attachment 1). The original staffing agreement between the JPA and County of Marin was approved in 1995 as a one-year contract and was extended each fiscal year by both parties until 2013.

Larkspur

Mill Valley

Novato

At the January 24, 2013, JPA Board Meeting, staff reported that JPA Auditor Maher Accountancy made recommendations in the final report of FY2010-2011 audited financials, to update the Staffing Contract to reflect the current arrangement between the JPA and County of Marin for staffing and other services. This included clarification of routine practices and identification of 6.1 and 6.2 Programs. The motion passed unanimously. The agreement was signed by the Board of Supervisors (BOS) President and the JPA Chair, February 26, 2013 (Attachment 2).

Ross

San Anselmo

The 2013 Agreement expired on June 30, 2020. Due to the Organizational Assessment and Zero Waste Plan Update scheduled to be completed 2021, staff recommended the Agreement be renewed for one year to allow time for the JPA to better explore and identify changes it might desire to better implement its goals. The First Amendment to Agreement Providing Operational Services for the JPA was approved June 16, 2020, by the BOS President and the JPA Chair with provisions to extend by mutual agreement or cancel by either party with 180 days written notice (Attachment 3)

San Rafael

Sausalito

Tiburon

The current JPA auditor, Pisenti & Brinker, (P&B) in the final report of FY2021-2022, noted deficiencies in the internal controls regarding the financial statements of the JPA. The report also stated these deficiencies were noted in the FY2020-21 audit performed by Maher Accountancy.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Due to these deficiencies, the audit was significantly delayed. In conversations between JPA staff, the County of Marin Accounting Staff and Financial Director, P&B expressed an internal lack of understating of the contractual arrangements therefore a new agreement has been created that clarifies current best practices. Staff have worked with Jenna Brady, legal counsel for both the JPA and the County of Marin, on this draft agreement (Attachment 4).

The JPA Annual Budget will remain the controlling document that will identify specific programs and contracts to be funded. After the new agreement is approved by the full Board, it will be forwarded to the County of Marin Board of Supervisors for final ratification. The new agreement adds clarification around staffing including three new exhibits: Exhibit A, existing agreements between the County of Marin and the JPA for staffing and other services; Exhibit B, Scope of Services; and Exhibit C, Compensation (Attachment 5).

Recommendation:

Adopt a motion to review and approve the attached revised and restated agreement between the JPA and the County of Marin for staffing services, rent, and associated administrative support, and forward the recommended approval to the full JPA Board for final approval March 21, 2024.

Attachments:

1. Revised Marin County Hazardous and Solid Waste Joint Powers Agreement and 1996 Original Agreement
2. JPA Original Staffing & Services Agreement February 26, 2013
3. JPA First Staffing & Services Amendment June 16, 2020
4. Draft Restated and Amended Staffing & Services Agreement
5. Draft Exhibits A-C

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

**AMENDMENT TO REVISED HAZARDOUS
AND SOLID WASTE JOINT POWERS
AGREEMENT COUNTY OF MARIN**

This AMENDMENT, is entered into this 14 day of May, 2023 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), and the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

WITNESSETH:

WHEREAS, County, Cities and Towns entered into a Revised Hazardous and Solid Waste Joint Powers Agreement ("Agreement") dated July 1, 1996 for the mutual exercise of certain functions to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code; and

WHEREAS, effective June 30, 2023, the City of San Rafael desires to terminate its agreement to operate the Household Hazardous Waste program on behalf of the Marin County Hazardous and Solid Waste Management Joint Powers Authority; and

WHEREAS, the parties seek to make amendments to the Agreement to clarify the Agreement terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties hereto do hereby amend the Agreement as follows:

1. The Second Paragraph of Section A of the Preamble (Scope of the Agreement) is hereby amended and restated in its entirety and shall hereafter be and read as follows:

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The County will administer these programs for the County, Cities and Towns.

2. Section D of the Preamble (AB 939 Local Task Force) is hereby amended and shall hereafter be and read as follows:

The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties, and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives with technical expertise in solid waste, recycling and organics management appointed by the member agencies serving on the Executive Committee established in this Agreement.

3. Article 18 is added to the Agreement as follows:

ARTICLE 18: DESIGNATED ENTITY

Except as otherwise permitted by law, and pursuant to Government Code section 6509, the parties hereby designate that the JPA shall be subject to the restrictions upon the manner of exercising its powers that are applicable to the County.

4. This Amendment shall become effective when representatives of all of the parties have executed it and shall continue in full force and effect until terminated by an agreement executed by all parties.
5. Except as expressly modified by this Amendment, all other terms and conditions of the Agreement not specifically modified, amended or superseded herein remain unchanged and in full force and effect.
6. This Amendment may be executed in any number of counterparts, each of which will be entitled to be the original and all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

COUNTY OF MARIN

Date: 5/16/25

Title: President BOS

Signature: *Shawn Peters*

CITY OF BELVEDERE

Date: _____

Title: _____

Signature: _____

CITY OF LARKSPUR

Date: _____

Title: _____

Signature: _____

CITY OF MILL VALLEY

Date: _____

Title: _____

Signature: _____

CITY OF NOVATO

Date: _____

Title: _____

Signature: _____

CITY OF SAN RAFAEL

Date: _____

Title: _____

Signature: _____

CITY OF SAUSALITO

Date: _____

Title: _____

Signature: _____

TOWN OF CORTE MADERA

Date: _____

Title: _____

Signature: _____

TOWN OF FAIRFAX

Date: _____

Title: _____

Signature: _____

TOWN OF ROSS

Date: _____

Title: _____

Signature: _____

TOWN OF SAN ANSELMO

Date: _____

Title: _____

Signature: _____

TOWN OF TIBURON

Date: _____

Title: _____

Signature: _____

REVISED HAZARDOUS AND SOLID WASTE
JOINT POWERS AGREEMENT
COUNTY OF MARIN

This Agreement is entered into this 1st day of July, 1996 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

PREAMBLE

The principle objectives of the agencies signatory to this Agreement are as follows:

A. Scope of the Agreement. The principle responsibilities of the new Authority, established by this Agreement, are to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code.

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The City of San Rafael will continue to administer its own CUPA programs. The County will administer these programs for the remaining Cities and Towns.

Operation of a household hazardous waste collection program is also mandated by state law. The County, the Cities and Towns will establish a local program that is available to their residents.

B. Limiting Membership in the Authority. Membership in the Authority will be limited to the County, the Cities and Towns. The districts included under the previous agreement are not signatories to this agreement and will not serve in any governing role. Representatives of the districts would continue to be included on the AB 939 Local Task Force.

C. Governing Structure. The day-to-day administration of the Authority will be vested with an Executive Committee responsible to the Board of Directors for the administration and management of Authority affairs. The Executive Committee will be comprised of the Chair and Vice Chair of the governing Board plus three Board members from the County, the City of San Rafael and the City of Novato.

The Board of Directors shall be comprised of one representative for each member agency. The Board member may be a member of the agency's City/Town Council or Board of Supervisors or the agency's staff. .

A majority of the members of the Board of Directors will constitute a quorum for purposes of conducting business, and a majority of a quorum will be authorized to act on behalf of the Authority.

D. AB 939 Local Task Force. The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established in this Agreement.

If a conflict between this preamble and the specifications contained in Article 1 through Article 17 is presented, it is the intent of this Agreement that the Articles are to be considered determinative.

ARTICLE 1: FACTS AND DECLARATIONS

Solid Waste Management

WHEREAS, Sections 40900 to 43000 of the State Public Resources Code requires the County and each of its Cities to prepare, adopt, and implement source reduction and recycling elements and requires the County to prepare a county-wide siting element and a county integrated waste management plan; and

WHEREAS, the County, Cities, and Towns believe it would be to their mutual advantage and the public benefit to coordinate their power and authority to implement integrated waste management programs which meet the waste management requirements of State law; and

Hazardous Waste Management

WHEREAS, Government Code Section 66780.8 and Health and Safety Code Section 25135 through 25135.8 establishes a planning process and requirements for the preparation, adoption, amendment, administration, and enforcement of County hazardous waste management plans; and

Existing Solid Waste Management System

WHEREAS, an effective system of solid waste collection, recycling, diversion and disposal currently exists within the county involving the franchised waste haulers.

Role of Districts

WHEREAS, the Sanitary Districts of Almonte, Alto, Homestead Valley, Las Gallinas, Novato, and Ross Valley, and the Community Service Districts of Marin City and Tarnalpais, and the Bolinas Community Public Utility District, and the Strawberry Recreation District and the Stinson Beach County Water District (hereafter collectively referred to as the "Districts") play a role in the regulation of the existing solid waste management system and will continue to exercise responsibilities in the effort to fully comply with State solid waste diversion goals; and

WHEREAS, the County, Cities and Towns acting through this Agreement intend to strengthen the existing solid waste management system in the operation and development of future waste management activities; and

Joint Planning and Implementation

WHEREAS, the County, Cities and Towns believe that many of the programs and facilities described in the above mentioned elements and plans will be both long-term and most cost-effectively provided on a multi-jurisdictional or county-wide basis; and

WHEREAS, the County, Cities and Towns believe that a separate, special purpose agency responsible for, and capable of, preparation, adoption, revision, amendment, administration, and enforcement of the Marin County Integrated Waste Management Plan and, the Marin County Hazardous Waste Management Plan (hereafter referred to as the "Plans"), and planning, financing, implementing, managing, and maintaining of the related programs would be most cost-effective on a County-wide basis; and

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) provides for joint action by two or more public agencies, and Public Resources Code section 41823 authorizes a city or county or agency formed under a joint exercise of powers agreement for the purpose of preparing and implementing source reduction and recycling elements on a county-wide integrated waste management plan; and

WHEREAS, it is the intent of the contracting agencies to utilize these statutory authorizations in this Agreement; and

Public Involvement

WHEREAS, the County, Cities and Towns intend to encourage ongoing community involvement in the development and implementation of future solid and hazardous waste activities by utilizing an AB 939 Task Force, advisory committees, community meetings, and other similar mechanisms to obtain public participation in these activities; and

Legislation and Markets

WHEREAS, the County, Cities and Towns intend to actively promote markets for recycled materials and advocate legislation which furthers the reduce, reuse, recycle hierarchy; and

Promoting Cost Effective Programs

WHEREAS, in the planning and implementation of countywide programs, the County, Cities and Towns intend to give particular attention to the cost-effectiveness of programs; and

Sharing Of Costs In An Equitable Manner

WHEREAS, it is the intent of the County, Cities and Towns that costs for planning and implementing solid and hazardous waste programs will be based on a fair and equitable allocation system that considers previous investments of each member, the relative benefits to each member and the actual cost of service; and

NOW, THEREFORE, the Agencies agree as follows:

ARTICLE 2: DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- A. "Agencies" shall mean the County, Cities and Towns.
- B. "Agreement" shall mean this agreement that establishes the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- C. "Authority" shall mean the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- D. "Board" shall mean the governing body of the County of Marin Hazardous and Solid Waste Joint Powers Authority.

- E. **"County"** shall mean the County of Marin.
- F. **"Cities"** shall mean the cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito.
- G. **"Towns"** shall mean the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon.
- H. **"Executive Committee"** shall mean the committee composed of the Chair and Vice-Chair of the Governing Board plus three additional members of the Governing Board as appointed by the Governing Board.
- I. **"Hazardous Waste Facility"** shall mean a facility which includes all contiguous land and structures used for the handling, treating, recycling, storing or disposing of hazardous wastes.
- J. **"Members"** shall mean the County, Cities or Towns which are signatories to this Agreement.
- K. **"Quorum"** shall mean a majority of the Board Members.

ARTICLE 3: PURPOSE

3.1 Purpose of Agreement

The purpose of this Agreement is to establish a public entity separate from the County and each of the Cities and Towns. This public entity is to be known as the County of Marin Hazardous and Solid Waste Joint Powers Authority (hereafter referred to as the "Authority").

3.2 Purpose of Authority

The purpose of the Authority shall be to comply with Sections 40900 to 43000 of the Public Resources Code, Section 66780.8 of the Government Code and Health and Safety Code Sections 25135 through 25135.8.

- a. Prepare, adopt, revise, amend, administer and enforce hazardous waste and solid waste plans.
- b. Plan, finance, implement, manage and/or monitor multi-jurisdictional or county-wide programs and facilities related to the plans.
- c. And other new requirements imposed on the member agencies by future acts of the State or Federal Government as agreed by the member agencies.

3.3 Member Programs

It is recognized that members, such as the City of San Rafael, operate required programs outside the scope of this Agreement, such as administering a hazardous materials and an underground storage tank program and other programs covered by the Certified Unified Program Agency (CUPA).

ARTICLE 4: CREATION OF MARIN COUNTY WASTE MANAGEMENT AUTHORITY

4.1 Creation of Authority

There is hereby created by the County, Cities and Towns of Marin the Marin County Hazardous and Solid Waste Management Authority to exercise in the manner set forth in this Agreement the powers common to each of the Agencies.

4.2 Separate Entity

The Authority shall be a public entity separate from the Agencies. Pursuant to Government Code Section 6503.5, notice of the Agreement shall be filed with the Secretary of State within 30 days of this Agreement's effective date. Pursuant to Government code Section 6508.1 the debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of any parties to the Agreement.

ARTICLE 5: POWERS OF THE AUTHORITY

5.1 General Powers

The Authority shall have any and all powers authorized by law to the parties and may:

- a. Prepare, adopt, revise, amend, administer and enforce the provisions of the Plans;
- b. Evaluate and recommend programs designed to achieve compliance with AB 939 in a cost effective manner;
- c. Implement those programs for member agencies that choose to participate under section 6.2 of this Agreement;
- d. Advise the members on issues related to regional hazardous and solid waste facilities and programs;
- e. Advocate the interests of the members related to regional hazardous and solid waste facilities and programs with local, state and federal officials;
- f. Plan for regional hazardous and solid waste facilities and programs;
- g. Develop regional hazardous and solid waste programs;

- h. Develop markets for the reuse of recyclable materials;
- i. Contract for the operation of regional hazardous and solid waste facilities and programs;
- j. Regulate rates of regional hazardous and solid waste facilities and programs;
- k. Advise on matters of hazardous and solid waste rates and charges.

Nothing in this Agreement shall be construed to authorize franchise of solid waste collection.

5.2 Specific Powers

In carrying out its general powers granted pursuant to the statutes noted in Section 5.1, the Authority is hereby authorized to perform all acts necessary for the exercise of said powers which may include but are not limited to the following:

- a. Adopt ordinances and resolutions,
- b. Monitor performance,
- c. Make and enter into contracts,
- d. Apply for and accept grants, advances, and contributions,
- e. Employ or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary,
- f. Conduct studies,
- g. Acquire, hold or dispose of property,
- h. Sue and be sued in its own name,
- i. Appoint and retain legal counsel as necessary to fulfill its powers, duties and responsibilities under this Agreement
- j. Incur debts, liabilities or obligations subject to limitations herein set forth,
- k. Levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law, against all entities to which the Agreement or law applies,
- l. To adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement,
- m. Issue bonds, subject to the provisions and limitations of the Government Code of the State of California,
- n. Adopt annually, by July 1 of each fiscal year, an annual workplan and corresponding budget setting forth all administrative, operational and capital expenses for the Authority, and
- o. Implement the programs authorized in Article 6, and
- p. Indemnify the member agencies pursuant to Article 10.

5.3 By-Laws

The Board may adopt from time to time such policies, procedures, by-laws, rules or regulations for the conduct of its affairs as may be required.

ARTICLE 6: PROGRAMS OF THE AUTHORITY

6.1 Basic Programs of the Authority

It is agreed that the following functions will form the basic minimum programs to be undertaken by the Authority on behalf of all of the member agencies.

- a. Administration. Administrative functions of the Authority as related to this section.
- b. Planning. Preparation, amendment, administration and monitoring of the county-wide portions of the AB939 plans. This includes: the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Solid Waste Facility Siting Element, the Non-Disposal Facility Element and the Countywide Integrated Waste Management Plan.
- c. Monitoring and Reporting. Comply with the requirements of the various identified statutes to maintain and report on efforts to meet the waste diversion goals of State law.
- d. Compliance Review. Develop, evaluate and recommend various programs designed to bring about compliance with AB 939 requirements for member agencies that choose to participate under section 6.2.
- e. Legislation. Track legislation pertaining to hazardous and solid waste issues and recommend position statements to the Board of Directors.

6.2 Agency Election to Participate in Authority Programs

Except for the basic programs listed in Section 6.1 above, member agencies may, by formal action of their governing boards, choose whether or not they wish to participate in and fund programs to be developed by the Authority.

6.3 Contract with County and/or Others

The Authority intends to contract with the County and others to perform the programs as listed in Section 3.2, "Purpose of Authority" and the "Basic Programs" of the Authority listed in Section 6.1. of this Agreement.

ARTICLE 7: ORGANIZATION OF AUTHORITY

7.1 Members

- a. The County, Cities and Towns may enter into this Agreement by July 1, 1996.
- b. The County, and any City or Town may be considered for membership in the Authority after July 1, 1996, by presenting an adopted resolution to the Board which includes a request to become a member of the Authority and Board and upon a majority affirmative vote of a quorum of the Board accepting the County, City or Town and upon payment of any charges and upon satisfaction of any conditions established by the Board as a prerequisite for membership.

7.2 Board

- a. The Authority shall be governed by the "Board" which shall exercise all powers and authority on behalf of the Authority.
- b. The Board shall consist of one member of the governing body or the chief administrative officer of the County and each of the Cities and Towns which are party to this Agreement. Upon execution of this Agreement, the governing body of the County and each of the Cities and Towns shall appoint its member of the Board and another member to serve as an alternate to the Board, to serve in the absence of the regular member. Each member and alternate shall serve at the pleasure of the governing body of the appointing agency. Any change in appointment of a member or alternate shall be by action of the governing body of the appointing agency.
- c. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Authority shall act upon majority vote of those in attendance, each member having one vote, of the members of the Board.
- d. The Board shall elect by majority vote, from its members, a Chair and Vice Chair. The Chair shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure and/or By-Laws. The Vice-Chair shall serve in the absence of the Chair.

7.3 Executive Committee

- a. The Executive Committee shall be responsible to the Board for the administration and management of Authority affairs, for the provision of assistance and advice to the Board.
- b. The Executive Committee shall be composed of the Chair and Vice-Chair plus three other members of the Governing Board elected by the Board. Three of the

committee members must be from the County, San Rafael, and Novato. One representative shall be selected by the Southern Marin cities of Sausalito, Tiburon, Belvedere and Mill Valley. One representative shall be selected by the Ross Valley cities of Ross, San Anselmo, Fairfax, Larkspur and Corte Madera.

- c. Three members of the Executive Committee shall constitute a quorum for the transaction of business. No action shall be taken by the Executive Committee except upon a majority affirmative vote of the quorum (each member having one vote) of the members of the Executive Committee.
- d. Members shall serve two-year terms and may be reappointed.

7.4 Additional Committees

- a. The member agencies shall establish an AB 939 Local Task Force whose composition, duties and authority are described in Public Resource Code Section 40950. The Task Force so established shall be advisory to the Governing Board established under this Agreement.
- b. The AB 939 Local Task Force shall include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established under this Agreement.
- c. In addition to the Executive Committee and an AB 939 Local Task Force, the Board may from time to time establish additional committees to carry out Authority purposes, and appoint committee members from the Board, the legislative bodies or administration of member agencies, Authority staff, and/or staff of the member agencies. The Board may also establish and appoint members to citizen's advisory committees as deemed appropriate.
- d. To the extent practical, the Board shall appoint members to committees in such a manner as to encourage the broadest possible participation of the member agencies.

ARTICLE 8: MEETINGS AND REPORTS

8.1 Board Meetings

- a. The Board shall hold at least one (1) regular meeting each year as determined by the by-laws.
- b. Special meetings of the Board may be called in accordance with the provision of Section 54956 of the California Government Code.

- c. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et. seq. of the California Government Code), and other applicable laws of the State of California requiring notice be given of meetings of public bodies.
- d. Minutes of all Board meetings will be kept and shall, as soon as possible after each meeting, be forwarded to each member and alternate member of the Board.
- e. The Chair of the Board shall cause correspondence to be prepared and delivered as directed by the Board.
- f. The public agency with whom the Authority contracts with to provide services shall be the keeper of the official records of the Authority.

8.2 Executive Committee Meetings

- a. The Executive Committee shall hold at least one (1) meeting each quarter .
- b. Special meetings of the Executive Committee may be called by the Chair, or by a majority of the members of the Executive Committee or at the direction of the Board.
- c. Minutes of all Executive Committee meetings will be kept and shall, as soon as possible after each meeting, be forwarded to members of the committee and to each member and alternate member of the Board.

8.3 Other Committee Meetings

- a. Other Committee's shall hold meetings as may be called by the Committee Chair, or a majority of the members.
- b. Minutes of all meetings will be kept and forwarded to members of the committee and to each member and alternate of the Board.

8.4 Progress Reports

At least annually, a report on the progress toward achieving the diversion goals of state law shall be prepared and distributed to members of the Governing Board.

ARTICLE 9: FUNDING

9.1 Authority Budget

The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by June 1 of each succeeding year. Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify

the programs of the Authority and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

9.2 Funding of the Authority

The Authority has the need and legal authority to levy fees and charges for programs, services and permits. The Authority is authorized to levy fees for only those programs identified in Section 6.1, Basic Programs of the Authority, and Section 6.2, Agency Election to Participate in Authority Programs. The funding for programs identified in Section 6.1 should be as specified in Section 9.2.B. The Authority is also authorized to levy fees and charges for administrative activities, permits and programs with independent funding.

- a. The Basic Programs of the Authority defined in Section 6.1 shall be funded as follows and adjusted annually as may be needed to fund the Basic Programs.
 - i. A fee shall be charged directly to every franchised solid waste hauler in Marin County. The fee shall be based on a rate per ton of solid waste collected and disposed based on the 1994 disposed tonnages listed on Exhibit A attached to this Agreement. Exhibit A shall be amended within ninety (90) days after a member agency approves a new franchise and a fee shall be established in a manner determined by the Executive Committee. The base year will be adjusted every two years starting in July 1, 1998 based on the most recent state certified tonnages. The fee is to be paid in two equal payments due July 30 and January 30 of each year.
 - ii. A fee shall be charged at all permitted landfills in Marin County to all non-franchised haulers. The fee shall be based on a rate per ton for all tons of waste disposed at the landfill. The landfills shall forward these fees collected on a monthly basis.
- b. The Authority is authorized to establish additional programs as defined in Section 6.2 with the approval of the Board of Directors and the individual Authority members participating in any such additional programs. The funding mechanism for any additional programs shall be developed as a component of every additional program and must have approval by the Board of Directors and each member agency participating in any additional program. All costs including overhead or administration of any additional program shall not be charged to the Basic Programs.
- c. The Authority may charge fees to the extent allowed by law for administrative services rendered to the public or any member agencies such as, but not limited to, copying, processing fees, legal costs, preparation of reports, etc. The Authority

may also charge to the extent allowed below for programs intended to be fully cost covering, such as permit fees, applications, EIRs, educational materials, such as decals and pamphlets, monitoring of any programs, permits or application approvals. All fees under this Section shall be approved by the Board of Directors in conjunction with the annual adoption of this Authority's budget.

9.3 Duties of Treasurer

- a. The Board shall appoint a Treasurer from among the senior management staff of the member agencies. The Treasurer shall be either the County Auditor/Controller, or the Treasurer Tax Collector or the Finance Director of one of the members.
- b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code section 6505.-The books and records of the Authority shall be open to inspection at all reasonable times to the County, Cities, and Towns and their representatives.
- c. The Treasurer, within ninety (90) days after the close of each fiscal year (which shall be from July 1 to June 30), shall give a complete written report of all financial activities for such fiscal year to the County, Cities, and Towns.
- d. The Treasurer shall prepare such financial reports as may be directed by the Board or Executive Committee.
- e. The Treasurer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of section 6505 of the Government Code and generally accepted auditing standards.

9.4 Debts and Liabilities

No debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Agency and each party's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the parties hereto may agree.

9.5 Disposition of Authority Funds Upon Termination

- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, remaining upon

- termination of the Authority and after payment of all obligations shall be transferred to the successor public entity.
- b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be provided in proportion to the contribution of each agency's ratepayers contributed during the term of this Agreement. Any such Authority funds received in this manner shall be used to defray the Agency's cost of hazardous and solid waste management programs or facilities.
 - c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.
 - d. In the event the Authority is terminated under circumstances falling with (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to member agencies or any successor shall be final.

9.6 Financial Liability of Member Agencies

In the event of a default by the Authority, the member agencies shall be liable for the Authority's debts in a proportion equal to the contribution of each agency's ratepayers to the funding of the Authority.

ARTICLE 10: INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Cities, Towns and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Cities, Towns and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

ARTICLE 11: EFFECTIVE DATE

This Agreement shall become effective when two-thirds (2/3) of the Cities, Towns and the County execute the Agreement, but not before July 1, 1996.

ARTICLE 12: TERMINATION

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the member agencies. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section 9.5 of Article 9 of this Agreement.

ARTICLE 13: AMENDMENTS

This Agreement may be amended only upon the two-thirds (2/3) affirmative vote of the Board.

ARTICLE 14: WITHDRAWAL

Any City, Town, or the County may withdraw from this Agreement effective July 1st of any year upon ninety (90) days, prior to the end of the fiscal year, written notice to the Authority. Upon withdrawal, a City, Town, or the County retains its financial obligations for current contracts executed to fulfill this Agreement, assumes responsibility for its obligations under AB 939, and assumes that responsibility at its own expense.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

ARTICLE 16: NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each agency.

ARTICLE 17: AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

COUNTY OF MARIN

Date 04-09-96

By:

Hansel Brown Jr.

CHAIRMAN

CITY OF BELVEDERE

Date 5.22.96

By

Steven P. Johnson

CITY OF LARKSPUR

Date May 15, 1996

By

Suzanne Rawat

CITY OF MILL VALLEY

Date May 22, 1996

By

John [unclear]

CITY OF NOVATO

Date 4/23/96

By

Pat Klund, Mayor Pro Tem

CITY OF SAN RAFAEL

Date 5/22/96

By

A. D. [unclear]

CITY OF SAUSALITO

Date 6/6/96

By

William [unclear]

TOWN OF CORTE MADERA

Date 5/7/96

By

Norman M. Richardson

TOWN OF FAIRFAX

Date 5/22/96

By

Douglas [unclear]

TOWN OF ROSS

Date _____

By _____

TOWN OF SAN ANSELMO

Date 5-23-96

By

Debra [unclear]

TOWN OF TIBURON

Date 4/8/96

By

Nicky [unclear]

**EXHIBIT A.
1994 DISPOSAL**

Franchised Haulers	1994 DISPOSAL(tons)			TOTAL TONS
	Garbage & Debris	Self-Haul	Commercial	
Bay Cities				
Fairfax	11,193	N/A	N/A	11,193
Marin Sanitary	4,158	N/A	N/A	4,158
Mill Valley Refuse	53,007	N/A	N/A	53,007
Novato Disposal	28,074	N/A	N/A	28,074
San Anselmo	33,272	N/A	N/A	33,272
Shoreline	7,271	N/A	N/A	7,271
Tam CSD	6,742	N/A	N/A	6,742
Total Franchised Hauler	2,321	N/A	N/A	2,321
	146,038	N/A	N/A	146,038
Facilities				
Landfills				
Nest Marin				
Redwood		1,755	3,879	5,634
Total Landfills		7,747	15,220	22,967
WSS Transfer Station		9,502	19,099	28,601
Marin Resource Recovery			3,722	3,722
		18,582	6,214	24,796
TOTALS	146,038	28,084	25,313	203,157

AGREEMENT

THIS AGREEMENT, regarding staff services for Waste JPA is made and entered into this 26 day of FEB, 2013 by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS' AUTHORITY, hereinafter referred to as "Authority".

WITNESSETH:

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. SCOPE OF WORK

Authority agrees to engage County and County agrees to administer and manage the Articles 6.1 and 6.2 services that are described as the revised Marin County Hazardous Materials and Solid Waste Programs and are set forth in the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement (Revised Waste JPA Agreement), attached hereto as Exhibit "A."

2. TERM OF AGREEMENT

The term of this Agreement shall commence on December 1, 2012 and shall continue through June 30, 2020. Upon mutual agreement between the parties, this Agreement may be renewed for successive periods. Any contract extension of this Agreement beyond June 30, 2020 shall be completed in writing by April of each preceding fiscal year.

3. COUNTY TO PROVIDE STAFF FOR AUTHORITY AND AUTHORITY PROGRAMS

The County Department of Public Works shall provide Authority with staff to perform the services agreed upon in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement. The staff services and associated rent for staff work areas shall be a set contract amount approved by the Authority Board of Directors via the annual budget setting process for the Authority. The costs to the Authority for County Staff and rent are a fixed amount and shall be designated line items in the Authority annual budget.

4. AUTHORITY WORK PLAN AND BUDGET

Authority shall adopt an Annual Budget by June 30th of each fiscal year. This process shall follow the historic methodology in which the County will present a proposed budget and work plan to the JPA Executive Committee for initial review. Following the Executive Committees review, the budget will be forwarded to the full Authority Board for final approval. The budget and accompanying staff report shall include language that identifies specific programs and contracts to be funded, and also identifies optional Article 6.2 programs that will be administered and considered part of the Authority's work plan.

2/26/13
CA86

5. COUNTY PERFORMANCE AND REPORTS

County shall manage the daily activities of the Authority; staff the Authority Board of Directors and Executive Committee (generally six regular meetings per year) and prepare agenda packets; monitor, oversee and evaluate service contracts, renegotiate them as they expire; coordinate with other agencies, provide legal counsel on issues related to Authority, prepare and administer Authority annual budget; coordinate annual audit; prepare and submit annual report to the California Department of Resources Recycling and Recovery pursuant to the California Integrated Waste Management Act (AB 939); stay current with legal and programmatic changes affecting Authority programs; and represent the Authority with the media, member agencies, and other governmental agencies and residents.

6. DESIGNATION OF COUNTY DEPARTMENT OF FINANCE AS AUTHORITY TREASURER

Pursuant to Article 9.2 of Marin County Hazardous and Solid Waste Joint Powers Agreement, (Exhibit A), the Authority appoints the County Department of Finance as Treasurer of the Authority. The Treasurer shall fulfill all obligations set forth in Article 9.2 of the revised JPA Agreement including but not limited to.

Article 6.1 Receipt of Funds: Authority shall receive all funds of Authority and direct the Treasurer to deposit them in a separate trust fund account, established for the Authority

Article 6.2 Disbursements: As set forth in Article 6.2 Treasurer shall pay all sums due from Authority from Authority funds, upon presentation of claims by a designated County staff representative or by the Authority Chairperson.

7. PAYMENT TERMS

The County shall journal staff costs twice a year to pay for budgeted staff and rent costs. A separate budget fund account shall be established for the County division, currently known as the Office of Waste Management, for deposit of Authority funds for this purpose.

8. AVAILABILITY OF FUNDS

Funding for programs outlined in Exhibits A is allocated from federal, state or local funds and/or generated from tip fees, permit fees, grants or other resources. Funds shall be allocated on an annual basis to cover the contract services. Funding shall be consistent with the programs as outlined in the annual budget approved by the Authority Board of Directors.

9. COUNTY AS INDEPENDENT CONTRACTOR

The parties hereto agree that County (including County's agents, servants and employees) is not an employee of the Authority and nothing in this agreement shall be construed as creating the relationship of employer/employee. County shall assume full responsibility for the actions of its employees as related to the services provided under this Agreement. The Authority shall not supervise the County's employees in the performance

of their duties, but shall look to the County for contract performance related to the programs set forth in Paragraph 5 and Exhibit "A" of this contract, and the annual budget.

10. ASSIGNABILITY

County shall not assign any portion of the Agreement services except with the previous consent of the Authority. No such consent shall be construed as making the Authority a party to the subcontract or subjecting the Authority to liability of any kind to any subcontractor or assignee. No assignee shall, under any circumstances, relieve the County of its liability and obligation under this Agreement.

It is expressly acknowledged that Authority has previously approved and signed a long term agreement with the City of San Rafael to administer a Household Hazardous Facility operated in San Rafael that is funded via the Authority's annual budget.

11. ANTI-DISCRIMINATION

In the performance of the terms of this agreement, County shall not engage in unlawful discrimination against any individual based on race, color, religion, nationality, sex, sexual preference, age, or handicapped condition or any other protected classification. The parties hereto acknowledge the applicability of Section 504 of the Federal Rehabilitation Act (29 USC 794) and the provisions of the Americans with Disabilities Act (42 USC 12101, et seq.) to each of them, and agree that in the unlawful discrimination against any otherwise qualified individual with a disability is prohibited in the performance of this contract.

12. INDEMNIFICATION

Indemnification shall be as set forth under Article 10 of the revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as "Exhibit A."

13. LAWS AND REGULATIONS

County shall perform all services in accordance with all applicable federal, state and local, laws and regulations.

14. AUDIT OF BOOKS AND RECORDS

Following completion of this Agreement, Authority may undertake an independent audit and/or evaluation of the County's records, accounts, expenditures and program activities related to this Agreement at its own expense. County agrees to furnish all items necessary to complete said audit and/or evaluation subject to restrictions on confidentiality and limited to the expenditure or receipt of program funds and program quality. The County shall maintain such records as are necessary to verify all hours worked and expenses incurred and such records shall be available for inspection at all reasonable times during the term of this Agreement and for three (3) years following final payment to the County.

15. SEVERABILITY

If any provision of this Agreement is held invalid all other provisions of this Agreement shall remain in full force and effect.

16. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified from time to time upon mutual agreement in writing by and between Authority and County.

17. ENTIRETY OF AGREEMENT

This Agreement and its exhibits and attachments constitute the entire agreement as to the matters addressed herein. All previous agreements, proposals, presentations, promises, understandings and negotiations, whether written or oral, relative to matters addressed in this Agreement are hereby superseded except to the extent that they are incorporated into this Agreement or as otherwise provided in this Agreement. No modification, amendment, supplements to or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by the parties.

18. TERMINATION

It is expressly understood that either party shall have the right to terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Upon termination, Authority agrees to pay COUNTY for all services performed prior to termination which are included in the Scope of Services, Paragraph 1 of this Agreement.

Except as provided herein, all other provisions of the revised County Hazardous and Solid Waste, Joint Powers Authority remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

COUNTY OF MARIN

By Judy Arnold
Judy Arnold
President, Board of Supervisors

APPROVED AS TO FORM:

[Signature]
County Counsel

APPROVED AS TO FORM

[Signature]
County Counsel

MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY

By Nancy Muckee
Chair

FIRST AMENDMENT TO AGREEMENT

This First Amendment is entered into as of the ____ day of _____, 2020, by and between the County of Marin, a political subdivision of the State of California, ("County"), and the Marin County Hazardous and Solid Waste Management Joint Powers Authority ("JPA").

WHEREAS, the JPA and County entered into an agreement dated February 26, 2013 (the "Agreement"), whereby the County agreed to administer and manage the services set forth in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as Exhibit A to the Agreement; and

WHEREAS, the Agreement is set to terminate on June 30, 2020, and the parties desire to extend the term of the Agreement as set forth in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Section 2 of the Agreement (Term of Agreement) is hereby amended in its entirety to read as follows:

8. **Term of Agreement and Termination**

- A. The term of this Agreement shall commence upon July 1, 2020 and shall expire on June 30, 2021. Upon expiration of the term or any renewal term, this Agreement shall automatically be renewed for a one (1) year period unless, at least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

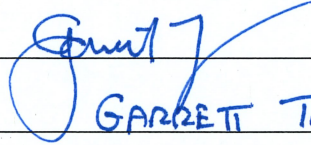
2. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

COUNTY OF MARIN

MARIN COUNTY HAZARDOUS AND
SOLID WASTE MANAGEMENT JOINT
POWERS AUTHORITY

By:



Title:

JPA CHAIR

ATTEST:

APPROVED AS TO FORM:

COUNSEL for Marin County Hazardous
and Solid Waste Management JPA

APPROVED AS TO FORM:

**AMENDED AND RESTATED AGREEMENT BETWEEN THE COUNTY OF
MARIN AND THE MARIN County HAZARDOUS AND SOLID WASTE JOINT
POWERS AUTHORITY FOR STAFFING AND OTHER SERVICES**

THIS AMENDED AND RESTATEMENT AGREEMENT, hereinafter referred to as Agreement, is made and entered into this ___ day of _____ 2024, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN County HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY, hereinafter referred to as "Authority".

WHEREAS, Authority and County entered into an agreement dated February 26, 2013 (the "Original Agreement"), whereby the County agreed to administer and manage the services set forth in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached hereto as Exhibit A; and

WHEREAS, the Original Agreement was amended on June 16, 2020 to extend the term of the Original Agreement; and

WHEREAS, the parties desire to further amend and restate the Original Agreement to provide further clarification regarding the services and staffing provided by the County to the Authority; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

WITNESSETH:

1. SCOPE OF WORK

Authority agrees to engage County and County agrees to administer and manage the Articles 6.1 and 6.2 services that are described as the revised Marin County Hazardous Materials and Solid Waste Programs and are set forth in the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement (Revised Waste JPA Agreement), attached hereto as Exhibit A and other scope of services as set forth in Exhibit B attached hereto.

2. TERM OF AGREEMENT

The term of this Agreement shall commence upon _____ and shall expire on _____. Upon expiration of the term or any renewal term, this Agreement shall automatically renew for successive one (1) year terms unless, at

least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

3. COUNTY TO PROVIDE STAFF FOR THE PROGRAMS OF THE AUTHORITY

County's Department of Public Works shall provide Authority with staff to perform the services agreed upon in Articles 6.1, 6.2, and 6.3 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement. County shall provide the following staffing to the Authority:

- a. Executive Director: County shall provide an employee of Authority's choosing to serve as Authority's Executive Director. The Authority shall review and approve the class specification for the Executive Director position, along with a proposed salary range, and forward the information to the County for review and approval. The position shall go through the County hiring processes, testing, and background checks and be entitled to the same benefits, including, but not limited to, health insurance, vacation, and retirement, generally provided by County to County employees. The Executive Director shall perform his or her duties as required by law, the JPA Agreement and as specified or directed by Authority.
- b. Additional Staff. County shall provide additional dedicated staff to assist the Executive Director in carrying out the day-to-day operations of Authority.

Staffing levels provided to the Authority are determined by the workplan and budget as described in Section 5 and Exhibit C.

4. STATUS OF COUNTY STAFF

The responsibility for the Executive Director and support staff provided by County, including hiring of County personnel, establishing standards of performance, assignment of personnel, determining and effecting discipline, determining training required, maintaining personnel files, and other matters relating to County personnel, shall remain with County. Authority understands and agrees that County is bound to abide by bargaining agreements covering County employees performing services hereunder including County's Memoranda of Understanding (MOU) for its represented employees and various policies and procedures for its management classified employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees. All persons employed by County to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees and shall not be entitled, as a result of providing services required hereunder, to any

additional rights and privilege of employment, if any, given to Authority employees. Authority shall not be liable for the direct payment of any salaries, wages, or other compensation to any County personnel performing services under this Agreement, or any liability other than that provided for in this Agreement. These terms do not apply to non-COUNTY employees. Executive Director shall take policy direction and direction for all Authority work exclusively from Authority Governing Board. Authority Governing Board can take action to determine that Executive Director or County staff are not meeting expectations.

5. AUTHORITY WORK PLAN AND BUDGET

- a. Authority shall adopt an Annual Budget by June 30th of each fiscal year. This process shall follow the historic methodology in which the County will present a proposed budget and work plan to the JPA Executive Committee for initial review. Following the Executive Committee's review, the budget will be forwarded to the full Authority Board for final approval. The budget and accompanying staff report shall include language that identifies specific programs and contracts to be funded, and also identifies optional Article 6.2 programs that will be administered and considered part of the Authority's work plan.
- b. During the budget approval process of each fiscal year of this Agreement, any and all County departments providing services to Authority shall contact Authority to negotiate conditions of reimbursement and shall accommodate the necessary aspects of the approved Authority Budget into the County budget. Representatives from Authority and County shall meet prior to adoption of the respective annual County and Authority budgets to determine and calculate the proposed rates of reimbursement during the succeeding fiscal year which will be necessary to achieve the full cost reimbursement provided.

6. OFFICE SPACE:

County shall provide the Executive Director with sufficient office space in the same area as the office space provided for the additional staff members.

7. COUNTY PERFORMANCE AND REPORTS

County staff shall manage the daily activities of the Authority; staff the Authority Board of Directors and Executive Committee and prepare agenda packets; monitor, oversee and evaluate service contracts, renegotiate them as they expire; coordinate with other agencies, prepare and administer Authority annual budget; coordinate annual audit; prepare and submit annual report to the California Department of Resources Recycling and Recovery as required by regulations stay current with legal and programmatic changes affecting Authority programs; and

represent the Authority with the media, member agencies, and other governmental agencies and residents.

8. DESIGNATION OF COUNTY DEPARTMENT OF FINANCE AS AUTHORITY TREASURER

Pursuant to Section 9.3 of Marin County Hazardous and Solid Waste Joint Powers Agreement, the Authority appoints the County Department of Finance as Treasurer of the Authority. The Treasurer shall fulfill all obligations set forth in Article 9.3 of the revised JPA Agreement, attached hereto as Exhibit A.

9. PAYMENT TERMS

Reimbursement: In consideration of County's fulfillment of the promised services and personnel, Authority shall reimburse County for all costs (including the costs of salary and benefits, equipment, insurance, supplies, materials, and incidental travel/transportation) incurred by County. The rates shall be determined and mutually agreed to by the parties as follows:

- a. Rent: As detailed in Exhibit C.
- b. Staffing: Costs for fiscal year 2024-2025 are set forth in Exhibit C" which is hereby attached and incorporated in this Agreement by reference. Staffing costs include the following and are determined as part of the annual budget process (Exhibit C)
 - i. Salary according to County Classification and rate schedule.
 - ii. Full cost benefits including:
 1. Health Fringe
 2. Paid time off (vacation, sick, etc.)
 3. Retirement
 4. Retirement Health
 5. Workers Comp
 6. Medicare
 - iii. Professional expenses
 1. Travel costs incurred through use of a County vehicle shall be reimbursed in accordance with the County Equipment Pool rates in effect at the time of the travel.
 2. Memberships in Professional Organizations for the advancement of the Authority's workplan.
 3. Professional development including conferences & courses, including housing, travel and food, for the advancement of the Authority's workplan.
 - iv. Administrative overhead (15%).
 1. Accounting, Procurement, Contract, Information Technology, Finance, Maintenance & Other Support
- c. Adjustment for Additional Authority Requested Services. Authority shall

reimburse County for the actual costs (including the costs of labor, equipment, supplies materials, and incidental travel/transportation) incurred by County in providing any new or increased services requested by Authority.

10. METHOD OF REIMBURSEMENT

Reimbursement for the actual costs of expenditures for rent, staff, overhead, services, related supplies, and authorized travel incurred by County under this Agreement shall be made only upon presentation by the County to Authority of an itemized billing invoice which indicates, at a minimum, an itemization of the services provided. County shall submit such invoices at least twice per year to the Executive Director who shall review each invoice for compliance with the requirements of this Agreement and shall, within ten working days of receipt, either approve or disapprove the invoice in light of such requirements. A separate budget fund account shall be established for the County division, currently known as the Department of Waste Management, for deposit of Authority funds for this purpose.

11. APPROPRIATIONS

Authority shall be responsible for operating within the appropriations budgeted for the current fiscal year. The process for reimbursement of expenses that exceed the given appropriation shall involve review and approval by Authority prior to County approval of a contingency transfer. Any County appropriations in excess of Authority's budget for the current fiscal year shall be charged as an expense in Authority's current fiscal budget and shall be reimbursed to County in the following fiscal year.

12. ACCESS TO RECORDS/RETENTION

Authority shall have access to any books, documents, papers and records of County that are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, County shall maintain all required records for seven (7) years after Authority makes final reimbursement for any of the services provided hereunder and all pending matters are closed, whichever is later. County shall cooperate with Authority in providing all necessary data in a timely and responsive manner to comply with all Authority reporting requirements.

13. COUNTY AS INDEPENDENT CONTRACTOR

The parties hereto agree that County (including County's agents, servants and employees) is not an employee of the Authority and nothing in this agreement shall be construed as creating the relationship of employer/employee. County shall assume full responsibility for the actions of its employees as related to the services provided under this Agreement. The Authority shall not supervise the County's employees in the performance of their duties but shall look to County for contract performance related to the programs set forth in Section ___ and Exhibit "A" of this Agreement, and the annual budget.

14. CONFLICT OF INTEREST

The parties to the Agreement acknowledge that they are aware of the provisions of the Government Code Section 1090 et seq., and Section 87100 et seq. relating to conflict of interest of public officers and employees. During the term of this Agreement, the Executive Director of Authority and all other County employed Authority staff shall not perform any work under this Agreement that might reasonably be considered detrimental to Authority's interests. Authority staff shall take such measures as are deemed necessary in the performance of this Agreement to prevent actual conflicts of interest.

15. ASSIGNABILITY

County shall not assign any portion of the Agreement services except with the previous consent of the Authority. No such consent shall be construed as making the Authority a party to the subcontract or subjecting the Authority to liability of any kind to any subcontractor or assignee. No assignee shall, under any circumstances, relieve the County of its liability and obligation under this Agreement.

16. ANTI-DISCRIMINATION

In the performance of the terms of this agreement, the County shall not engage in unlawful discrimination against any individual based on race, color, religion, nationality, sex, sexual preference, age, or handicapped condition or any other protected classification. The parties hereto acknowledge the applicability of Section 504 of the Federal Rehabilitation Act (29 USC 794) and the provisions of the Americans with Disabilities Act (42 USC 12101, et seq.) to each of them, and agree that in the unlawful discrimination against any otherwise qualified individual with a disability is prohibited in the performance of this contract.

17. INDEMNIFICATION

Indemnification shall be as set forth under Article 10 of the revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as "Exhibit A".

18. LAWS AND REGULATIONS

The County shall perform all services in accordance with all applicable federal, state and local laws and regulations.

19. AUDIT OF BOOKS AND RECORDS

Following completion of this Agreement, Authority may undertake an independent audit and/or evaluation of the County's records, accounts, expenditures and program activities related to this Agreement at its own expense. County agrees to furnish all items necessary to complete said audit and/or evaluation subject to restrictions on confidentiality and limited to the expenditure or receipt of program funds and program quality. County shall maintain such records as are necessary to verify all hours worked and expenses incurred, and such records shall be available for inspection at all reasonable times during the term of this Agreement and for seven (7) years following final payment to the County.

20. SEVERABILITY

If any provision of this Agreement is held invalid all other provisions of this Agreement shall remain in full force and effect.

21. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified from time to time upon mutual agreement in writing by and between the Authority and County.

22. ENTIRETY OF AGREEMENT

This Agreement and its exhibits and attachments constitute the entire agreement as to the matters addressed herein. All previous agreements, proposals, presentations, promises, understandings and negotiations, whether written or oral, relative to matters addressed in this Agreement are hereby superseded except to the extent that they are incorporated into this Agreement or as otherwise provided in this Agreement. No modification, amendment, supplements to or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by the parties.

23. TERMINATION

It is expressly understood that either party shall have the right to terminate this

Agreement upon one hundred and eighty (180) days written notice to the other party. Upon termination, Authority agrees to pay County for all services performed prior to termination which are included in the Scope of Services, Paragraph 1 of this Agreement.

IN, WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first above written.

COUNTY OF MARIN

By _____

President of the Board of Supervisors

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO FORM:

**MARIN COUNTY HAZARDOUS AND
SOLID WASTE JOINT POWERS
AUTHORITY**

County Counsel

By _____

Chair

EXHIBIT "A"
Revised Marin County Hazardous and Solid Waste Joint Powers Agreement

EXHIBIT "B"
SCOPE OF SERVICES

COUNTY shall provide the following services to AUTHORITY as set forth in the JPA Agreement and as set forth below:

Fiscal Scope of Services

1. Plans, implements, organizes, directs, and monitors AUTHORITY fiscal systems, financial controls and accounting operations including general ledger and cost accounting, budgeting for assigned divisions/departments, program billings, contractor payments, financial reporting, and internal auditing.
2. Develops quality standards and continually evaluates AUTHORITY accounting, financial reporting, and auditing systems to ensure compliance with sound accounting principles and local, State and Federal policies and guidelines.
3. Establishes and maintains positive working relationships with AUTHORITY management and staff, outside agencies, vendors, and external auditors.
4. Prepares budget for the AUTHORITY.
5. Provides training, if necessary to AUTHORITY in the areas of accounting applications, budget administration, application of the law, and other fiscal and administrative support as necessary.
6. Plans, develops, and coordinates fiscal management policies, goals, objectives, procedures, standards, and programs with the AUTHORITY management team.
7. Communicates and interprets fiscal management goals, objectives, policies, procedures, standards, programs and services to AUTHORITY management and support staff.
8. Identifies computerized accounting, budgeting, billing, program management and other management information system requirements and works with AUTHORITY management team to design and implement the requirements.

Executive Director

COUNTY shall provide AUTHORITY, a full-time Executive Director to manage the functions of the AUTHORITY.

The Executive Director shall be responsible for the administration of AUTHORITY, including executing contracts and grants and the direction of the AUTHORITY Board and have the responsibilities as set forth in the JPA Agreement.

DRAFT

EXHIBIT “C”
COMPENSATION

Staffing: Salaries are determined by department, classification, and step (1-5).

Benefit rates are updated periodically to facilitate planning and accounting for cost recovery estimates. For FY 2023-24, the benefit rate was 47.1%. These benefit rates are based on the budgeted countywide average and assume a step 5 salary rate. The actual charges will be different for each employee. For cost recovery purposes, The County will use actual cost of services, based on payroll records for invoicing the JPA.

In addition to the salary and benefit rate, a 15% administrative overhead is charged to cover administrative services identified in *(add location in agreement)*.

The following County staff are allocated to provide services for the JPA:

Title	% Time allocated to JPA
Assistant Director	1%
Executive Director/Planning Manager	85%
Program Manager	70%
Senior Planner	90%
Senior Planner	90%
Senior Planner	100%
Senior Program Coordinator	100%
Waste Mgmt. Specialist	50%
Waste Mgmt. Specialist	75%
Administrative Assistant I	20%

**Allocations are approximations*

Rent: Staff are currently located at 1600 Los Gamos, Suite 210. Rental costs are determined by the County Administrators Office and the Department of Finance and are part of the Cost Allocation plan. Rent is charged based on square footage used and shared. Rent due to the County from the JPA is based on the average percentage of allocated staff time for the JPA. Ex. In FY 2024, rent was determined to be \$27,692.50 for the County Department of Public Works Waste Management Division. Based on the average percentage (68%), the JPA will owe the County of Marin \$18,830.90.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: February 29, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: JPA Budget Process and Plan

Fairfax

Background/History

Historically, a limited number of revenue and expense codes were used in each fund and several budget line items were lumped into a single category code with no easy way to reconcile invoices with budget lines. Since the process used did not align with the Munis Accounting Coding System used by the County of Marin, Pisenti and Brinker, the firm hired to perform the annual audit of the JPA's financial statements encountered a variety of issues which lead to significant delays with the financial audit for FY 22 performed in FY23 and is causing similar but less severe delays with FY23 audit.

Larkspur

Mill Valley

Novato

Ross

P&B has been instrumental in identifying areas of deficiencies and is working closely with JPA staff and the County of Marin Accounting Department staff and Fiscal Officer on designing and implementing internal controls that are lacking and strengthening existing internal controls. JPA staff have been working with the accounting team on proper coding of the JPA annual revenue and expenditure line items detailed in the annual budget to align with revenue and expenditure groupings in MUNIS, the County's accounting system. We are in the process of implementing a budget monitoring process that will allow easier comparison of budgeted expenditures and revenues with actuals. This will also expediate future financial audits.

San Anselmo

San Rafael

Sausalito

Tiburon

The JPA revenues and expenses have historically been set into 3 funds: The Administrative Fund, (changed to the Regulatory, Administration, Compliance & Reporting Fund--RACR), the Zero Waste Fund (changed to the Zero Waste Programs Fund-ZWP) and the Household Hazardous Waste Fund (HHW). The JPA Member Agencies can choose, per agreement, to participate in all but the RACR fund. To align with accounting best practices and standards, the RACR fund serves as the General Fund and the ZWP and HHW funds serve as Special Revenue Funds. P&B have recommended all unrestricted revenues be placed in the RACR fund and revenues that are committed to specific expenditures be placed in the ZWP and the HHW funds.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Path Forward

Revenue will be coded as Integrated Waste Management Assessments and Other State Aid (Grants).

Most of the expenditures are in two broad categories of the County's accounting system.

1. Salaries & Benefits including health, fringe, retirement, retirement health, workers comp and Medicare and administrative overhead calculated at 15%.
2. Services & Supplies including professional, general and trade contracts, legal support, professional development & training, outside auditing and accounting services, minor equipment, software, office supplies, advertising & marketing, printing services, and other miscellaneous expenses.

Staff recommend changing the categories of expenditures to align with the County's system for financial transaction recording and reporting. An overview of changes is provided below:

1. Regulatory, Administration, Compliance & Reporting Fund (RACR Fund Attachment 1)

Expenditures for day-to-day operations and overall administration of programs would be included in this fund. This includes but is not limited to items such as:

- Rent/Leases
- Insurance
- Taxes
- Professional Accounting Services
- Office Supplies
- Procurement
- Reporting Software
- Memberships
- Education & Training

2. Household Hazardous Waste Fund (HHW Fund Attachment 2)

Expenditures for day-to-day operations and overall administration of ALL HHW programs would be included in this fund including:

- HHW Facility Operations & Oversight
- NSD HHW Fund fee reimbursement
- Legal Services
- Consulting/Vendor Contracts
- Sharps & Needles Program managed by EHS

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

- CPSC Solar Panel Event
 - Clean Harbors Contract: Toxic Away Day Events
 - CPSC Marine Flares Take Back Program
 - Bulb and Battery Program
 - Used Motor Oil Collection Program
 - Any new HHW programs
3. Zero Waste Programs Fund (ZWP Fund Attachment 3)
Expenditures for day-to-day operations of ALL Zero Waste programs and community and jurisdiction support would be included in this fund including:
- The Zero Waste School Program
 - The Construction, Demolition, & Self-hauling Program
 - Advertising & Marketing
 - Printing & Mailing
 - Reusable items and sorting equipment

Fiscal Impact

No fiscal impact. This report is to reconfigure and match revenue and expenditure codes.

Recommendation

Adopt a Motion recommending the proposed FY 24-25 Budget Categories be considered for adoption by the Full JPA Board at its upcoming March 21, 2024 meeting or provide specific directions to Staff on any desired changes.

Attachments:

1. Regulatory, Administration, Compliance & Reporting Fund (RACR Fund)
2. Household Hazardous Waste Fund (HHW Fund)
3. Zero Waste Programs Fund (ZWP Fund)
4. Approved FY 23-24 budget for comparison

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**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

Munis Category	Sub-Category	Description	2024 Approved	2025 Proposed	Change	Notes	Narrative
Salary & Benefits	Salaries & Wages-Perm Employees	Allocated staff times for JPA work in this funding source	\$ 621,742.99	\$ 312,446.75	↓	25% time est.	Fully burdened salary + benefits (47.2%)
Admin Overhead		Administrative Overhead	\$ -	\$ 46,867.00	↓	25% time est.	This is what the County charges for HR, Payroll, Accounting, IST, Procurement, and other support. Embedded in Salaries. Will be separated out for FY24-25
Services & Supplies	Prof Srvs-Outside Legal	Legal Expense	\$ 5,000.00	\$ 7,500.00	↑		
	Clothing & Personal	Clothing, badges, clothes, shoes, PPE, etc.	\$ -			See PSC	ZW Branded materials. Need shirts for events
	Professional Srvs-Audit & Accting	Outside Acctg & Audit Fees	\$ 25,000.00	\$ 30,000.00	↑		Increased cost to perform financial statement audit.
	Insurance-General Liability	Insurance for JPA	\$ 35,000.00	\$ 30,000.00	↑		Overspent due to paying past use tax bill from 2017.
	Use Tax	Sales taxes for goods & services not charged initially	\$ -	\$ 5,000.00	NEW	Was embedded in other expenditures	Sales & Use tax owned for purchases where it was not include in POS.
	Tax Filing with CPA	Annual tax filing		\$ -	NEW	See PSC	Contracted with CLA to file taxes on behalf of the JPA.
	Rents and Leases-Bldg.	Rent for Los Gamos	\$ 16,941.44	\$ 25,000.00	↑		Allocate based on charges to COM for rent at Los Gamos
	Office Expenses	Office Supplies	\$ 1,200.00	\$ 1,200.00	No change		Supplies needed to conduct business. Was called Supplies & Reproduction in ZWF (8023)
	Spec. Dept Expense: Training & Education	Professional Development -Training & Conferences	\$ -	\$ 15,000.00	No change	Moved from ZWF	Professional development helps with employee retention and allows staff to stay current on best practices and legislative changes.
	Memberships	Professional Memberships in waste related organizations		\$ 15,000.00	No change	Moved from ZWF	Professional memberships allow staff access to technical councils to share resources and best practices.
		Mileage & Routine Travel	\$ 618.00	\$ 1,200.00	↑		Reimbursement for using own vehicles
	Food	For approved offsite or 4-8 hour meetings	\$ -	\$ 2,500.00	NEW	Was embedded in other expenditures	Food for workshops and trainings > 4 hours.
	Professional Services Contract	Consultant Contracts for Program Support	\$ 175,000.00		↑		
		Capacity/Waste Characterization Study		\$ 200,000.00	NEW	One time need per SB1383	
		CLA (CliftonLarsonAllen LLP)		\$ 2,500.00	NEW		
		R3 Consulting Contract for SB 1383 workplan implementation and support		\$ 25,000.00	No change		Continuing support for SB1383
		Citizen Communications Contract: Recyclist Regional Reporting Software		\$ -			
		Procurement of Recovered Organic Waste Products -Agromin 2023	\$ 200,000.00	\$ 332,500.00	↑	Cost of FY24	
	Minor Equipment-Software	Software used for reporting, compliance tracking, meetings					
		MiniExtensions Link for Airtable -Edible Food Airtable	\$ -	\$ 1,800.00		Was embedded in other expenditures	
		Smart1383		\$ 100,000.00	↓	To replace Recyclist	Demonstrations are being presented to Haulers and Member Agency Sustainability Staff
		Doodle		\$ 180.00		Was embedded in other expenditures	
		Zoom		\$ 300.00		Was embedded in other expenditures	
		GoDaddy		\$ 2,040.00		Was embedded in other expenditures	
	Prof. Srvs Advertising & Marketing	Facebook boosts		\$ 1,500.00		Was embedded in other expenditures	
		Instagram boosts		\$ 1,500.00		Was embedded in other expenditures	
		Vehicle		\$ 4,000.00	No change	Moved from ZWF	
Total			\$ 1,080,502.43	\$ 1,163,033.75	\$ (82,531.32)		

Grant potential \$ 371,867.00
Budget Reduction \$ 791,166.75 \$ 289,335.68

Category	Sub-Category	Description	2024 Budgeted	2025 Proposed	Change	Notes	Narrative
Salary & Benefits	Salary & Benefits	Salaries and Wages	\$ 298,046.00	\$ 312,446.75	↑	25% time est.	Fully burdened salary + benefits (47.2%)
Admin Overhead	Admin Overhead	Administrative Overhead		\$ 46,867.00	↑	25% time est.	This is what the County charges for HR, Payroll, Accounting, IST, Procurement, and other support. Embedded in Salaries. Will be separated out for FY24-25
Services & Supplies	Services Management	HHW Facility Operations & Oversight	\$ 1,909,272.21	\$ 1,900,000.00	↓		Budget for operation of MHHWF to be presented to budget subcommittee.
	Misc. Expense	NSD HHW Fund fee reimbursement	\$ 37,130.49	\$ 45,000.00	↑		Payment to NSD for opting out of HHW fund.
	Misc. Expenses	Sharps & Needles Program managed by EHS	\$ 89,838.00	\$ 95,000.00	↑		Program historically funded by JPA and managed by EHS. No MOU currently in place.
	Prof Svcs-Outside Legal	Legal Services	\$ 5,000.00	\$ 5,000.00	No Change		Support for contract and regulatory documents
	Professional Services & Contracts	Consulting/Vendor Contracts	\$ 300,000.00				
		CPSC Solar Panel Event	\$ 50,000.00		↑		Pilot program FY24. Will need to use contingency funds.
		Clean Harbors Contract: Toxic Away Day Events		\$ 100,000.00	↑		Expand toxic away days
		CPSC Marine Flares		\$ -	NEW	Grant awarded	Will be paid through HD1 grant funding \$100,000
		Revolt Contract: Bulb and Battery Program		\$ 200,000.00	↑		Provides battery and bulb collection at X number of commercial businesses
		Larry Sweetser Consulting Contract:		\$ 5,000.00	↓		HHW Program Review & Agreement Revision
		Soluna Contract	\$ 65,000.00	\$ 80,000.00	↑		OPP grant is used to fund this. Should be increased for more bilingual education. Put grant in the revenue section.
	Membership	NAHMMA		\$ 175.00	NEW	Was embedded in other expenditures	National HHW program. KR is the president.
	Professional Svcs-Audit & Accting	Audit of Facility Financial Records		\$ 10,000.00	NEW		Must audit the facility financial records
	Minor Equipment	Equipment-all programs			NEW	Was embedded in other expenditures	
		American Textiles		\$ 2,500.00		Was embedded in other expenditures	Oil pads for boats
	Spec. Dept Expense: Training & Education			\$ 2,500.00	NEW	Was embedded in other expenditures	HHW conference and annual trainings
	Clothing & Personal	Clothing		\$ 500.00	NEW	Was embedded in other expenditures	PPE
	Prof. Svcs Advertising & Marketing	Marketing--SWAG		\$ 10,000.00	NEW	Was embedded in other expenditures	Battery containers, pencils, etc.
		Website maintenance		\$ 1,200.00	NEW	Was embedded in other expenditures	
	Office Ex. Printing	Facility Brochures & printed materials		\$ 10,000.00	NEW	Was embedded in other expenditures	
TOTAL			\$ 2,754,286.70	\$ 2,826,188.75	\$ (71,902.05)		

HHW Reserve from \$ 450,000.00
 SR
 Budget Reduction \$ 450,000.00 \$ 2,376,188.75

Category	Sub-Category	Description	2024 Budgeted	2025 Proposed	Change	Notes	Narrative
Salary & Benefits		Salaries & Wages Fully Burdened	\$ 422,561.00	\$ 624,893.50	↑		Fully burdened salary + benefits (47.2%)
		Administrative Overhead		\$ 93,734.00	↑		This is what the County charges for HR, Payroll, Accounting, Procurement, and other support.
Services & Supplies	Prof Svcs-Outside Legal	Legal Expense	\$ 1,000.00	\$ -		MOVED to RACRS	This will be removed from this fund.
	Professional Services Contracts		\$ 485,000.00				This does not match the approved budget
		R3 Consulting: C&D Program Support	\$ 15,000.00	\$ 5,000.00	↓	Dedicated staff	
		HF&H : Edible Food Capacity Planning and	\$ 100,000.00	\$ 155,000.00			This is in the LAG for 2025
		SEI: Zero Waste School Program	\$ 220,000.00	\$ 300,000.00	↑		Increase to provide help to private schools and preschools
		Trash Bin Cleaners-Schools	\$ 40,000.00	\$ 50,000.00	↑		Cleaning of school green carts
	Prof. Svcs Advert.& Markting	GIS: Information and Outreach	\$ 250,000.00	\$ 100,000.00	↓	New category	Moving activities inhouse. RFP for vendor.
		FastSigns		\$ 120,000.00	↑	Was embedded in other expenditures	Labels, posters, signs for schools and businesses
		Member Agency Support		\$ 100,000.00			Reusables giveaways & Events
		Community Support	\$ 60,000.00	\$ 60,000.00		Was embedded in minor expenses	Reusables giveaways & Events
		Zero Waste Program Reimbursement	\$ 450,000.00	\$ -	↓		Program expansion to help to private and preschools
	Memberships	Memberships/Sponsorships	\$ 15,000.00	\$ -		MOVED to RACRS	
	Spec. Dept Expense: Training & Education	Training, Conferences & Professional Memberships	\$ 15,000.00	\$ -		MOVED to RACRS	
	Office Ex. Printing	Printing & Mailing		\$ 120,000.00	NEW	New cbudget item	Compliance notifications and annual mailed notices
	Misc Expenses		\$ 774,000.00	\$ -			
	Minor Equipment		\$ 120,000.00	\$ 200,000.00	↑		Reusables and tools for compliance
		Good Start Packaging-Schools					Compostable Foodware for schools
		Fishman Supply					Sorting equipment (containers, t supplies, etc.)
		Busch/MaxR					Sorting equipment (containers), Waste stations
		Ecolmprints-Schools					Green Team t-shirts, hats
Capital Expenses	Vehicle	Truck	\$ 4,000.00	\$ -		MOVED to RACRS	Maintenance and upkeep of JPA vehicle
			\$ 1,712,561.00	\$ 1,928,627.50	\$ (216,066.50)		

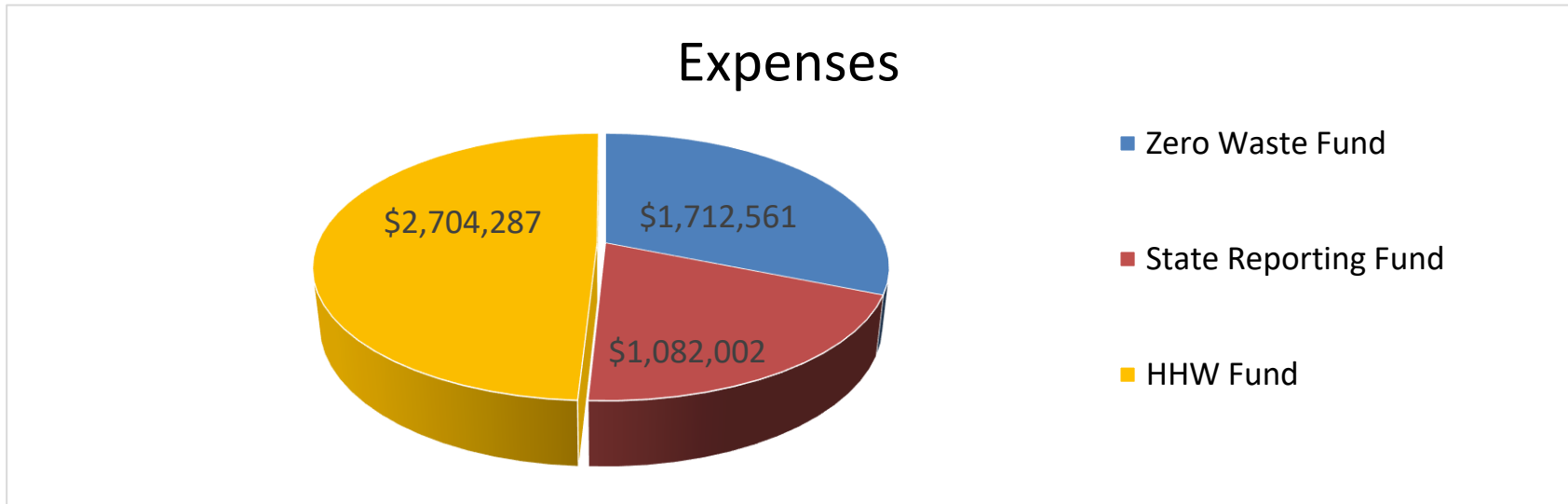
Grant Potential Potentia \$ 575,000.00
Budget Reduction \$ 1,353,627.50 \$ 358,933.50

**JPA Hauler, Landfill & Transfer Station Assessments - Final
FY 23/24**

A		B	C	D	E F G H				
					FY 23/24				
2021 DISPOSAL (tons)			TOTAL TONS	FY 22/23 Assessments	Zero Waste	Compliance & Reporting	HHW	Total	Year over Year Change
MSW Haulers	MSW & Debris	Self-Haul							
Bay Cities Refuse	6,150	N/A	6,150	\$90,342	\$26,590	\$17,891	\$49,407	\$93,889	\$3,547
Marin Sanitary Service (MSS)	48,203	N/A	48,203	\$708,088	\$208,413	\$140,229	\$387,246	\$735,888	\$27,800
Mill Valley Refuse	20,396	N/A	20,396	\$299,611	\$88,185	\$59,335	\$163,854	\$311,374	\$11,763
Recology Novato Disposal	27,009	N/A	27,009	\$123,022	\$116,778	\$78,573	\$0	\$195,350	\$72,328
Recology Sonoma Marin	5,646	N/A	5,646	\$82,938	\$24,411	\$16,425	\$45,358	\$86,194	\$3,256
Tam. CSD	1,631	N/A	1,631	\$23,959	\$7,052	\$4,745	\$13,103	\$24,900	\$941
Total Franchised Haulers	109,035	N/A	109,035	\$1,327,960	\$471,430	\$317,197	\$658,968	\$1,447,594	
Landfills									
Redwood	N/A	142,999	142,999	\$2,100,614	\$618,278	\$416,003	\$1,148,803	\$2,183,084	\$82,470
Redwood Landfill	N/A	142,999	142,999	\$2,100,614	\$618,278	\$416,003	\$1,148,803	\$2,183,084	
Transfer Stations									
Marin Resource Recovery Center		105,048	105,048	\$1,543,124	\$454,191	\$305,598	\$843,918	\$1,603,708	\$60,583
Marin Sanitary Service Transfer Station		3,888	3,888	\$57,114	\$16,810	\$11,311	\$31,235	\$59,356	\$2,242
Total Transfer Stations		108,936	108,936	\$1,600,238	\$471,002	\$316,909	\$875,153	\$1,663,064	
TOTALS	109,035	251,935	360,970	\$5,028,812	\$1,560,709	\$1,050,109	\$2,682,924	\$5,293,742	5.3%

APPROVED June 15, 2023

Proposed FY 23/24 Budget				
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total
Expenses	\$1,712,561	\$1,082,002	\$2,704,287	\$5,498,851
Contingency	\$171,256	\$108,200	\$700,429	\$979,885
Revenue Requirement	\$1,883,817	\$1,190,203	\$3,404,716	\$6,478,736
Interest	\$1,000	\$500	\$2,000	\$3,500
State Oil Payment	NA	NA	\$65,000	\$65,000
Assessments	\$1,560,709	\$1,050,109	\$2,682,924	\$5,293,742
Carry Over	\$322,108	\$139,594	\$654,792	\$1,116,494
Revenue	\$1,883,817	\$1,190,203	\$3,404,716	\$6,478,736



	Zero Waste Fund	State Reporting Fund	HHW Fund
Expenditures as Percent of Total Budget by Fund	31.1%	19.7%	49.2%

ZERO WASTE FUND
FY 23/24 (80238601) EXPENSE BUDGET

FY 22/23 APPROVED BUDGET	FY 22/23 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 23/24 BUDGET REQUEST	VARIANCE	% CHANGE	NARRATIVE
\$452,678.00	\$ 452,678	Salaries and Wages	511110	\$422,561	\$ (30,117)	-6.7%	Decrease due to reallocation of staff time to more Regulatory & Compliance Reporting Fund
\$2,060	\$ 2,060	Legal Expense	522545	\$1,000	\$ (1,060)	-51.5%	Decreased due to reallocation to HHW Fund
\$15,000	\$ 15,000	Construction & Demolition Debris	522510	\$15,000	\$ -	0.0%	Contract support for Construction & Demolition outreach at Members. Should this be removed since this is the new staff person in the State Reporting Fund?
\$40,000	\$ 40,000	Member Agency & Community Support	522310	\$60,000	\$ 20,000	50.0%	City & Town support for kitchen compost pails, reusable produce bags, xmas tree recycling promotion, general outreach and education.
\$15,000	\$ 15,000	State, Regional and Local "Wasteshed" Partnerships	522210	\$15,000	\$ -	0.0%	California Product Stewardship Council, Californian's Against Waste, Marin Builder's Association, Business Chambers, BayRoc, NCRA, Youth Convergence, CRRA etc. Support for Extended Producer Responsibility and reduced packaging.
\$180,000	\$ 180,000	Edible Food Donation Support	522310	\$100,000	\$ (80,000)	-44.4%	\$100K used in 22/23 budget for RFP for generation and capacity study for Edible Food Recovery. Mini grant program funding added for FROs.
		Zero Waste Program Reimbursement Fund	522310	\$450,000	\$450,000	100.0%	With the JPA staff assuming more responsibility of SB 1383 implementation, we recommend going back to a Zero Waste Program reimbursement. This money has been decreased and placed in the ZW fund.
\$10,000	\$ 10,000	Training, Conferences & Professional Memberships	523210	\$15,000	\$ 5,000	50.0%	Training, conferences & professional memberships. Increased due to new ED and more staff. Conferences are how we all stay current on best practices and programs in the waste industry.
\$380,000	\$ 380,000	Zero Waste School Program	522510, 522310	\$380,000	\$ -	0.0%	Waste diversion programs & education in partnership with MCOE, many school districts, all five haulers, custodians, parents, unions, and students. Main subcontractor = non profit, SEI (Strategic Energy Innovations) @ \$220,000. Trash Bin Cleaners Co. @ \$40,000, & ZWM JPA at \$120,000 for bins, signs, equipment, containers, eco-food ware startup. Review with Casey.
\$260,000	\$ 260,000	Information and Outreach	522510	\$250,000	\$ (10,000)	-3.8%	Social media, print, bus shelter, and other outlets for zero waste campaigns. ZeroWasteMarin.org Improvements. Sample articles for Member Agencies .
\$4,000	\$ 4,000	Truck	561660	\$4,000	\$ -	0.0%	County vehicles usage and maintenance.
\$1,358,738	\$1,358,738	Zero Waste Fund Expense Totals		\$1,712,561	\$ 353,823	26.0%	

FY 23/24 (80238601) REVENUE BUDGET

FY 22/23 APPROVED BUDGET	FY 22/23 TOTAL EST REVENUE	ACCOUNT NAME	FY 23/24 REVENUE SOURCE	FY 23/24 REVENUE REQUEST	NARRATIVE
\$1,000	\$1,000	Interest	441115	\$1,000	Interest
\$990,496	\$990,496	Solid Waste Management	461510	\$1,560,709	Hauler, Landfill, Transfer Station Assessments
\$503,116	\$689,350	Carry-Over	N/A	\$322,108	Carry-over from prior fiscal year (contingency + unspent fund balances)
\$1,494,612	\$1,680,846	Total Revenue		\$1,883,817	
		<u>GENERAL CONTINGENCIES</u>			
		Contingency Account	900010	\$171,256	
		Contingency Target = 10%		10%	

Regulatory Administration & Compliance Reporting
FY 23/24 (80218601) EXPENSE BUDGET

<u>FY 22/23 APPROVED BUDGET</u>	<u>FY 22/23 TOTAL EST EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>FY 23/24 BUDGET REQUEST</u>	<u>VARIANCE</u>	<u>% CHANGE</u>	<u>NARRATIVE</u>
\$504,589	\$504,589	Salaries and Wages	511110	\$621,743	\$117,154	23.2%	Increase due to full-time Executive Director and hiring of extra staff for SB 13 Compliance per R3 study and recommendations.
\$15,000	\$15,000	Legal Expense	522545	\$5,000	(\$10,000)	-200.0%	Legal counsel decreased since the LOA and JPA amendment will be complete.
\$19,200	\$19,200	Outside Acctg & Audit Fees	522585	\$25,000	\$5,800	23.2%	New firm and price has increased. Financial Audit + Submittal of GCC & FTR to State on behalf of the JPA.
\$20,000	\$20,000	Insurance	521610	\$35,000	\$15,000	42.9%	Insurance. Premium increase.
\$16,941	\$16,941	Rent	522925	\$16,941	\$0	0.0%	Office space.
\$1,500	\$1,500	Training/Professional Development	523210	\$1,500	\$0	0.0%	Training & professional development.
\$618	\$618	Mileage & Routine Travel	523445	\$618	\$0	0.0%	Routine travel.
\$1,200	\$1,200	Supplies & Reproduction	522410	\$1,200	\$0	0.0%	Reflective of annual usage.
\$667,708	\$667,708	Zero Waste Program Reimbursement Fund	522310	\$0	(\$667,708)		With the JPA staff assuming more responsibility of SB 1383 implementation, we recommend going back to a Zero Waste Program reimbursement. This money has been decreased and placed in the ZW fund.
\$50,000	\$50,000	SB 1383 Consulting Services for new workplan implementation	522510	\$25,000	(\$25,000)	-100.0%	Keep R3 on for implementation guidance of SB 1383.
\$50,000	\$50,000	SB 1383 Consulting Services Per ZW Planning Recommendations	522510	\$0	(\$50,000)		
\$0	\$0	Procurement of Recovered Organic Waste Products	522310	\$200,000.00	\$200,000	100.0%	Procurement of Recovered Organic Waste Products to help Members meet 2023 Annual Procurement Requirement
\$144,000	\$144,000	Recyclist SB 1383 Regional Reporting Software	522510	\$150,000	\$6,000	4.2%	Provision of data collection and organizing SAAS web based tool facilitating jurisdiction reporting. Increase due to commencing data set imports from haulers on behalf of 21 user jurisdictions.
\$1,490,756	\$1,490,756	State Reporting Fund Ops Total		\$1,082,002	(\$408,754)	-37.8%	

FY 23/24 (80218601) REVENUE BUDGET

<u>FY 22/23 APPROVED BUDGET</u>	<u>FY 22/23 TOTAL EST REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE SOURCE</u>	<u>FY 23/24 REVENUE REQUEST</u>	<u>NARRATIVE</u>
\$500	\$500	Interest	441115	\$500	Interest
\$1,644,563	\$1,644,563	Solid Waste Management	461510	\$1,050,109	Hauler, Landfill, Transfer Station Assessments
-\$5,231	-\$14,713	Carry-Over	N/A	\$139,594	Carry-over from prior fiscal year (contingency + unspent)
\$1,639,832	\$1,630,350	Total Revenue		\$1,190,203	
	\$139,594	<u>GENERAL CONTINGENCIES</u>			
		Contingency Account	900010	\$108,200	
		Contingency Target = 10%		10%	

HOUSEHOLD HAZARDOUS WASTE FUND
FY 23/24 (80228601) EXPENSE BUDGET

FY 22/23 APPROVED BUDGET	FY 22/23 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 23/24 BUDGET REQUEST	VARIANCE	% CHANGE	NARRATIVE
\$206,324	\$206,324	Salaries and Wages	511110	\$298,046	\$ 91,722	44.5%	Increase due to full-time Executive Director + Need to increase the classification of new hire from Waste Management Specialist to Sr. Planner for HHW.
\$182,309	\$182,309	HHW Facility Oversight		\$0	\$ (182,309)	-100.0%	SFRD has transferred oversight to the JPA. This money will cover the cost of hiring a new Sr. Program Coordinator and costs of Hiring a consultant to review the program, agreements, and all regulatory compliance needs.
\$1,917,482	\$1,917,482	HHW Facility Operations	522555	\$1,909,272	\$ (8,210)	-0.4%	The request for this year is \$2051378.44. Average actuals for the past 3 years is \$1740124.99. New proposed budget is slightly more than last years. Program costs will be reviewed in detail this fiscal year so the budget will be more reflective of the work performed.
\$100,000	\$100,000	New Insurance for HHW Operations		\$0	\$ -	0.0%	Insurance is covered in the State reporting Fund and includes all JPA programs. HHW line item is not needed. JPA is indemnified by the HHWF (MRRRA)
\$52,650	\$52,650	NSD HHW Fund fee reimbursement	522310	\$37,130	\$ (15,520)	-29.5%	Novato HHW Grant paid to Novato Sanitary District based on self haul tonnage from Novato.
\$2,732	\$2,732	Legal Services	522545	\$5,000	\$ 2,268	83.0%	Legal counsel on Haz Waste new HHW agreement between MRRRA and JPA, contracts and grant agreements, including Bulb and Battery and Marina programs.
\$ -	\$ -	Toxic Away Day Events	522510	\$75,000	\$ 75,000	↑	Toxic Away Days in West Marin responsibility now assumed by ZWM. Subcontract with vendor to collect materials at the events. ZWM will advertise and report.
\$164,800	\$164,800	Bulb and Battery Program	522510	\$175,000	\$ 10,200	6.2%	Fluorescent bulbs and batteries Haz waste collection.
\$85,933	\$85,933	Sharps & Needles Program	522310	\$89,838	\$ 3,905	4.5%	Support for the Sharps and Needles Program via Environmental Health Services. Increased by COLA per EHS
\$ -	\$ -	HHW Program Review & Agreement Revision	522510	\$50,000	\$ 50,000	↑	Consultant to review the program, agreements, and all regulatory compliance needs.
\$2,712,229	\$2,712,230	Operational Budget Subtotal		\$2,639,287	\$ 27,057	1.0%	
		Oil Payment Program					
\$63,500	\$63,500	Oil Payment Program - Cycle 12	522510	\$0	\$ (63,500)		
\$65,000	\$65,000	Oil Payment Program - Cycle 13	522510	<u>\$65,000</u>		n/a	Received \$65,455 3/30/2023. Will apply for cycle 14 funds
\$136,391	\$128,500			\$65,000			
\$2,848,620	\$2,840,730	HHW Fund Total Expenses	Total	\$2,704,287	\$ (36,443)	-1.3%	

FY 23/24 (80228601) REVENUE BUDGET

FY 22/23 APPROVED BUDGET	FY 22/23 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	FY 23/24 REVENUE REQUEST	NARRATIVE
\$2,000	\$2,000	Interest	441115	\$2,000	Interest
\$65,000	\$65,455	Other Aid: State	451970	\$65,000	CalRecycle Funds for Used Oil Payment Program
\$2,394,279	\$2,394,279	Solid Waste Management	461510	\$2,682,924	Hauler, Landfill, Transfer Station Assessments
\$672,203	\$1,033,788	Carry-Over	N/A	\$654,792	Carry-over from prior fiscal year (contingency + unspent)
			461510	\$430,000	One time transfer of funds from SRFD to JPA HHW Reserves. Not reflected in budget
\$3,133,482	\$3,495,522	Total Revenue		\$3,834,716	

GENERAL CONTINGENCIES

\$654,792	Contingency Account	900010	\$700,429	10% of expenses + \$430k transfer from SRFD (\$50k of which is for C
	Contingency Target = 10%		10%	Not inclusive of the \$430k in HHW Reserves that are transferred

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: February 29, 2024

Corte Madera

To: JPA Executive Committee

From: Kimberly Scheibly, Executive Director

County of Marin

Re: Procurement Process for Contracts

Fairfax

Background

The JPA follows the County of Marin policy and procedures for the bidding process and contract and purchasing terms as listed below.

Larkspur

Bid Procedure

Mill Valley

1. At the discretion of the purchasing agent, purchases of one hundred thousand dollars or less, or as specified in Section 25502.5 of the Government Code or its statutory successor, may be made on the open market without competitive quotations.

Novato

2. Formal Bids. Purchases estimated to exceed one hundred thousand dollars, or as specified in Section 25502.5 of the Government Code or its statutory successor, shall be awarded to the lowest responsible bidder, by the board of supervisors at a regular meeting, on the basis of sealed bids filed with the purchasing agent.

Ross

San Anselmo

3. Single or Sole Source. Those items for which the purchasing agent determines there is a single or sole source, may be purchased on the open market, by the purchasing agent, provided that such purchases, estimated to exceed one hundred thousand dollars, or as specified in Section 25502.5 of the Government Code or its statutory successor, must have prior approval of the board of supervisors. (Ord. 3474 § 1, 2007: Ord. 2987 § 1, 1988: Ord. 2831 § 1, 1984: Ord. 1729 § 1 (part), 1969).

San Rafael

Sausalito

Maximum Contract and Purchasing Terms

Tiburon

1. Based upon the best practices prescribed by the Federal Acquisition Regulation (FAR) (Subpart 17.1), the Purchasing Agent will award Purchase Orders and Contracts for contract terms of up to three (3) years, with the option to extend two (2) one-year periods for a total maximum contract term of five (5) years. Contracts and lease agreements with longer terms must be approved by the Board of Supervisors.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

2. Any purchase order or contract awarded under sole or single source policies shall be evaluated at least every five (5) years to justify continued classification of sole or single source status. The Purchasing Agent may terminate such contracts without disrupting operations prior to the end of their terms if the sole or single source contract has been in place for more than five (5) years and other sources are known to be available.
3. The duration of a service contract will depend upon the County's total anticipated need for the services, prevailing market conditions, contract start-up costs, and the County's best economic interest as determined by the Purchasing Agent. Contracts requiring a term greater than three years shall require Board of Supervisors approval for the initial contract term and each subsequent year in conjunction with or addition to budget appropriation. When processing contracts (including leases) in which the total contract value meets Board approval dollar threshold, the request for approval must identify whether the contract is a one-time only, single-year contract or a multi-year contract with the projected term.
4. Purchases under \$5,000 -1-3 Quotes if vendors exist.
5. \$5,000.01 and \$200,000 - 3-7 Quotes if vendors exist. Solicitation at Procurement discretion
6. Over \$200, 000.01 - Solicitation Required. Board Approval Required to Award
7. Alternative Methods
 - a. It is the policy of the County of Marin to solicit competitive bids and proposals for its procurement requirements to maximize the best value in expenditure of County funds. All single and sole source purchases may be subject to review and approval by the County Purchasing Agent. Single or Sole source procurement should be done unless there is clear and convincing evidence to the contrary.
 - i. Single Source

There may be more than one possible source, yet there is a strong compelling reason to only use one specific vendor. Examples of acceptable rationale for single sourcing could be departmental standardization or vendors being able to meet time constraints. (Note: Repeat business with a vendor is not justification for a single source.) A contract type otherwise subject to competitive procurement may be awarded without competition (within the Purchasing Agent's approval limits). The Purchasing Agent agrees with the written justification, provided by the Procurement department, for single source procurement. This final determination may be communicated to the requesting department head.
 - ii. Sole Source

Purchases are directed to one source because there is only one vendor able to fulfill the procurement need. This may be based upon a lack of competition, copyright or proprietary issues, or a supplier's unique capability.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

- iii. Single and Sole Source Justification
Procurement will request written justification from departments requesting single and sole source purchases.

Current FY24 Contracts are shown in Attachment 1.

Justification to continue contracting without RFP.

1. Soluna Outreach Solutions: The used oil recycling program is designed to encourage residents to properly dispose/recycle their used oil, oil filters and absorbent pads. The program is funded by Oil Payment Program grants from CalRecycle, and the contract fulfills activities and reporting required by the State. Soluna Outreach Solutions has been the contractor for used oil recycling outreach for seven years. Vetting of Soluna Outreach Solutions and C2 included references, pricing, and insurance. Soluna provides similar services in Sonoma and Napa Counties and is one of the only providers who offers complete bilingual services. The County has twelve Certified Oil Collection Centers that Soluna recruits/manages/re-certifies every year.
Soluna also provides educational outreach to high school shop classes, Farmers Markets, the DMV, car shows, and “dock walking” to educate boaters on proper disposal of used oil and absorbent. Education is in person and via live webinars. Soluna Outreach Solutions has been a consistently reliable, responsive, flexible, and creative partner in our used oil recycling outreach. Because an important audience for this outreach is new immigrants who have been shown by CalRecycle research to be at particularly high risk of disposing of used oil and filters incorrectly, this contractor’s bilingual skills are invaluable. The company’s expertise and familiarity with our program and with CalRecycle’s requirements provides exceptional service to Marin County.
Recommendation: Continue to utilize this contractor for continuity of service and for bilingual education.
2. Strategic Energy Innovations (SEI): SEI has been the contractor for Zero Waste Marin’s Schools Program since the program exited its pilot phase in the 2016/17 school year. SEI staff have built relationships with schools alongside Zero Waste Marin staff and have a robust understanding of the way the program should be run due to seven years of collaboration on the program. They are also based locally in San Rafael, which provides them with an understanding of Marin County and its public schools.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Renewing the SEI contract would allow for continuity and consistency of relationships with schools; forming new relationships and building trust takes a significant amount of time and effort. Additionally, SEI utilizes an internal Fellowship model that mirrors the Climate Corps and Americorps models: a one-year Fellowship meant to provide on-the-job experience to new entrants to the field, while providing low-cost support to partners. Due to this Fellowship model, SEI can offer a competitive price for support on the Zero Waste Schools Program. SEI staff are helpful and supportive thought partners as the program continues to grow and are an asset to the Schools Program.

Recommendation: Continue to utilize SEI as the contractor on the Zero Waste Schools Program without going to RFP to preserve program continuity and cost-effectiveness.

3. Gigantic Idea Studios (GIS): GIS has been the advertising/marketing vendor for 6 years. This past year, ZWM has added more staff and has moved creation/management of social media, web content editing, and creation of some printed and downloadable resources in-house. There is a continued need for support for advertising/marketing campaign strategy and many vendors who provide this service.

Recommendation: RFP for a new vendor to provide an advertising/marketing campaign strategy.

4. R3: R3 for a variety of program support and studies including C&D, AB901, SB 1383, Material Flow, Zero Waste, and Organizational Analysis since 2009. Contracts are usually project specific and for a 1-year term. R3 is currently contracted under two separate contracts for C&D and SB1383 support. The first is a small contract for C&D. We recommend keeping R3 as the contract provider while our new employee gets trained in the nuances of C&D. The contract lead is essential in helping us really break out our C&D disposal and diversion numbers, build partnerships with our local building permit counters, update reporting forms, and provide current legislation regulations. Her specialty is C&D and her knowledge is invaluable. R3 also holds the contract for SB 1383 workplan implementation. R3 has a deep bench of employees who focus on SB 1383 regulations, workplans, and compliance assistance. They also have an excellent relationship with CalRecycle and help many jurisdictions navigate that partnership. Because 1383 is such a large piece of legislation, it is imperative we have uninterrupted support.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

We recommend continuing our work with R3 as they are the leaders in 1383 compliance, have a deep understanding of Zero Waste Marin and an excellent track record with CalRecycle.

Recommendation: Continue to utilize R3 for FY24-25 and re-evaluate for the following FY.

5. Revolt: This contract allows for ZWM to continue the important “Bulb and Battery Collection Program”. Revolt provides collection and processing services for a wide variety of household batteries (that can contain certain toxics and/or can be highly flammable) and various types of bulbs (that can contain toxic mercury) at local hardware stores, grocery stores and other locations – geographically dispersed throughout Marin. This contract provides for the collection, hauling services and responsible recycling of batteries and fluorescent tubes and bulbs at specific collection sites (hardware stores, grocery stores, and other locations) throughout Marin. The Bulb and Battery take-back program is designed to encourage residents to properly recycle their used household batteries and lamps at convenient retail locations. Because of its simplicity and convenience, the program is a huge success within the public.

The vendor for this contract was selected eight years ago. When selecting Revolt Recycling, the review of the company included: downstream audits, reference checks, pricing analysis and review of operating permits and insurance. Revolt Recycling provides similar multiple site logistics service of bulbs and batteries for the City of Fremont, Sonoma County, and others. Staff regularly visits the participating drop off sites to discuss Revolt’s services, and our partner businesses report high satisfaction with Revolt. While the Bulb and Battery program was initiated over ten years ago to help keep toxins out of the environment, now, a growing benefit is the risk reduction the program provides by capturing spent lithium batteries. When punctured (typically by a forklift, or loader in a recycling plant, these batteries catch fire and have started many fires in recycling and solid waste facilities. Batteries are currently the single biggest cause of fires at solid waste transfer stations, materials recovery facilities (recycling plants), and collection vehicles.

Recommendation: Continue to utilize Revolt for FY24-25 and research other companies who provide similar services at competitive rates.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

6. Trash Bin Cleaners: This contractor has provided service to Schools under the Zero Waste Schools Program since FY2018-2019. While the Franchised haulers can provide cleaning services for customers, it cannot be performed on a set schedule or for many carts at a single location. Trash Bin Cleaners provide a wonderful service to the schools to keep the organics carts clean and odor free at a very affordable rate that is less than franchised hauler rates. Without this service, many Schools would have had a difficult time implementing the addition of food scraps into their organics programs. They have reported high satisfaction with this vendor.

Recommendation: Continue to utilize Trash Bin Cleaners.

Staff recommend the JPA continue to follow County of Marin procurement and bidding procedures with the following changes:

1. Every 3 years, for contracts >\$50,000 staff will gather quotes from other vendors who provide similar services to ensure pricing remains competitive and present findings to the budget subcommittee for recommendation.
2. RFP every 5 years for contracts greater than \$150,000 unless a case is made to justify lack of need and present findings to the budget subcommittee for recommendation.

Recommendation

1. Executive Committee Adopt a Motion to recommend the JPA follow County of Marin procurement and bidding procedures with the above changes.
2. Executive Committee Adopt a Motion to approve staff recommendations for continuing existing contracts and to RFP as outlined in staff report.

Both approved motions will be considered for adoption by the Full JPA Board at its upcoming March 21, 2024.

Attachment

1. JPA Contracts FY 24-25

Fiscal Impact

No fiscal impact. Fiscal impact will be addressed during the budget review.

**MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY**

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

Contract Name	Type	Contract Amount	1st Contracted	Total Years
R3	Professional Service	25,000	FY09-10	15
Strategic Energy Innovations	Professional Service	220,000	FY16-17	8
Revolt	Professional Service	175,000	FY16-17	8
Soluna	Professional Service	65,000	FY17-18	7
Giganitic Idea Studio	Professional Service	175,000	FY18-19	6
Trash Bin Cleaners	General Services	45,000	FY18-19	6
Routeware/Recyclist	Professional Service	148,500	FY21-22	3
Clean Harbors	General Services	75,000	FY22-23	2
Sweetser & Associates	Professional Service	50,000	FY22-23	2
Pisenti & Brinker	Professional Service	29,300	FY22-23	2
Marin Recycling & Resource Recovery	Specialized Service Agreement	1,909,272	FY23-24	1
HF&H Consultants, LLC	Professional Service	100,000	FY23-24	1
Agromin	Professional Service	85,000	FY23-24	1
Mobius (Website Development)	Professional Service	25,000	FY23-24	1
Erin Duckhorn (Website Design)	Professional Service	15,000	FY23-24	1
CLA LLP	Professional Service	5,000	FY23-24	1
	Total Contract Amount	3,147,072.00		

Recommendation
Continue, No RFP
Continue, No RFP
Continue, No RFP
Continue, No RFP
RFP
Renew contract
End Contract
Renew contract
Encumber contract funds
Renew contract
Sole Source, No RFP
Renew contract
Renew contract
Renew contract
Renew contract
Renew contract