

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Our mission is to protect natural resources by promoting source reduction of waste through reuse, repair, and more mindful purchasing. To make recycling and composting easy, we offer a variety of programs including: the Household Hazardous Waste Program, the Zero Waste Schools Program, and public outreach and education programs. These programs align with County-wide goals to act on climate change and promote healthy, safe, and sustainable communities.

## BOARD OF DIRECTORS MEETING

Thursday, March 21, 2024, 1:45 am – 2:45 pm

In Person: San Rafael City Hall, 1400 Fifth Ave, 3<sup>RD</sup> Floor, Large Conference Room, San Rafael, CA 94901

## AGENDA

### Call to Order

1. Public Participation Instructions (Information Only) 1 Minute.
2. Open Time for Public Comment (Information Only) 5 Minutes.

### Consent Calendar

3. Approve JPA Board Meeting Minutes from January 18, 2024 (Action) 1 Minute.

### Regular Agenda

4. Executive Director Update (Information Only) 5 Minutes.
5. SB 54 (Plastic Pollution Prevention and Packaging Producer Responsibility Act) Draft Regulatory Comments for CalRecycle (Action) 5 Minutes.
6. Recommendations for FY 25 Contract Management (Action) 5 Minutes.
7. Clarification of ZWM Committees (Action) 5 Minutes.
8. Budget categories - new designation (Action) 10 Minute.
9. Restated and Amended Staffing & Services Agreement (Action) 15 Minutes.
10. Suggested Agenda items for April Meeting (Information Only) 2 Minutes.
11. Adjournment.



For disability accommodations please phone **(415) 473-4381** (Voice), CA Relay 711, or e-mail [Zero.Waste@MarinCounty.gov](mailto:Zero.Waste@MarinCounty.gov) at least five business days in advance of the event. The County will do its best to fulfill requests received with less than five business days' notice. Copies of documents are available in alternative formats, upon request.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## SPECIAL REMOTE PUBLIC INSTRUCTIONS

Thursday, March 21, 2024, 1:45 pm – 2:45 pm

The public can participate in the Marin County Hazardous and Solid Waste Joint Powers Authority (Zero Waste Marin) Board Meeting via a Zoom webinar on Thursday, March 21, 2024, from 1:45 pm – 2:45 pm.

### Zoom Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/96325364603?pwd=U3Nldkd5WEtBNhBQ3docTBKerRUQT09>

Meeting ID: 963 2536 4603

Passcode: 602532

Or One tap mobile:

+16699006833,,97686197491#,,,,\*691553# US (San Jose)

+16694449171,,97686197491#,,,,\*691553# US

Or Telephone: dial (for higher quality, dial a number based on your current location):

- +1 253 215 8782 US
- +1 346 248 7799 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US
- +1 301 715 8592 US
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Find your local number: <https://zoom.us/u/acRSzeUTF>

### Comments

During the Meeting, select the Raise Hand icon during the public comment time, and you will be added to the queue and unmuted when it is your turn. If you are “Calling In,” press \*9 during the public comment time, and you will be added to the queue and unmuted when it is your turn. (Press \*67 before dialing if you want to hide your phone number).



For disability accommodations please phone **(415) 473-4381** (Voice), CA Relay 711, or e-mail [Zero.Waste@MarinCounty.gov](mailto:Zero.Waste@MarinCounty.gov) at least five business days in advance of the event. The County will do its best to fulfill requests received with less than five business days' notice. Copies of documents are available in alternative formats, upon request.

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

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Open Time for Public Comment

**Fairfax**

The public is welcome to address the Board of Directors on matters not on the agenda within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the Board 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 AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting - Minutes

Thursday, January 18, 2024

1:45 pm – 2:45 pm

In Person: San Rafael City Hall, 1400 Fifth Ave, 3<sup>rd</sup> Floor Large Conference Room, San Rafael, CA

## **MEMBERS PRESENT**

Heather Abrams, Fairfax (Chair)  
Adam Wolff – Corte Madera  
Christa Johnson – Ross  
Dave Donery – San Anselmo  
Cory Bytof – San Rafael (Alt.)  
Dan Eilerman, County of Marin (Alt.)  
Grace Ledwith – Mill Valley &  
Tiburon (Alt.)  
Gretchen Schubeck – Novato (Alt.)  
Jessica Deakyne, Novato (Alt.)  
John Stefanski, San Rafael (Alt.)  
Shannon O’Hare, Larkspur (Alt.)

## **MEMBERS ABSENT**

Todd Cusimano, Mill Valley (Vice  
Chair)  
Chris Zapata, Sausalito  
Dan Schwarz, Larkspur  
Greg Chanis, Tiburon  
Matthew Hymel, County of Marin  
Robert Zadnik, Belvedere  
Anthony Boyd, Belvedere (Alt.)  
Catie Thow Garcia, Sausalito (Alt.)  
David Woltering, Ross (Alt.)  
Roberta Feliciano, Ross (Alt.)  
Sean Youra, Fairfax & San Anselmo  
(Alt.)

## **ZWM STAFF PRESENT**

Kimberly Scheibly (Executive  
Director)  
Casey Poldino (Staff)  
Casey Fritz (Staff)  
Amy Kolnes (Staff)  
Kathy Rico (Staff)  
Ruben Hernandez (Staff)  
Andy Buck (Staff)  
Andrew Shelton (Staff)  
Meilin Tsao (Staff)  
Justin Newsome (Admin)

## **OTHERS PRESENT**

Adam Ratner  
Cole Yoxall – Recology  
Justin Wilcock – Marin Sanitary  
Service  
Vicki Nichols  
Madeline Hope  
Jacklyn Oliver  
Dee Member Johnson – Novato  
Sanitary District

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## Call to Order

1. Remote Public Participation Instructions

Information only.

2. Open Time for Public Comment

No public comments were tendered.

## Consent Calendar

3. JPA Board Meeting Minutes from October 19, 2023

Motion to approve the JPA Board Meeting Minutes from October 19, 2023.

Motion: Member Johnson. Second: Member Eilerman. Abstain: None

## Regular Agenda

4. Executive Director Report

Executive Director Scheibly reported Zero Waste Marin (ZWM) held their first annual staff retreat on January 3, 2024. This training allowed strategic planning for the upcoming year, part of the planning included the ZWM and the county's budget setting process. In addition, ZWM reviewed strategic work plan processes (which is through the County of Marin), coding, ZWM staff roles, and a draft work plan that aligns with the budget.

A workshop for SB 1383 was held on January 11, 2024. In the workshop the following was discussed; a review of the reusable foodware ordinance, requirements for the Letter of Agreement, and the SB 1383 responsibility matrix: including the role of the haulers, ZWM, and member agency roles. Additionally, the SB 1383 process was discussed and a plan for continued compliance was outlined.

Executive Director Scheibly shared that the graphs for the ZWM budget planning were due to the County of Marin in the beginning of January 2024 and that this is the first step in determining the JPA's budget for staff allocations, rent, and other items in the agreement. An award of \$100,000 for the Marin take-back grant was approved. Also, hauler and sustainability coordinator meetings were held to highlight the defined roles and how to best work together and avoid duplicate efforts with responsibility flowcharts.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Executive Director Scheibly concluded the Executive Director's report.

## 5. Legislative Update

Staff Fritz gave an update on the deadlines for SB 1383 that were passed on January 1, 2024. The tier 2 generators are now online for the edible food recovery program, which is different than the food coming out of tier 1. Tier 2 includes: restaurants, health and state facilities, hotels, local education agencies, and large event venues. An inspection and enforcement program are required as of January 1, 2024. Compliance flows are currently being worked on for the collection, contamination, and edible food recovery compliance process.

A suggestion was made to Staff Fritz that the correspondence that is created be shared with the tier 2 food generators should also be shared with the board members overseeing the communications, sustainability, and economic development outreach. Staff Fritz responded that there is a 4-page informational item that gives an overview of the edible food recovery requirements that can be shared.

Staff Fritz went on to give an update on the Local Assistance Grant, stating the grant has been applied for as a countywide JPA for over one million dollars. The funding determinations will happen in March 2024 with the grant period being through April 1, 2026.

Staff Fritz was asked if San Quentin would be classified as a food generator and if it would be under the responsibility for the JPA. Staff Fritz confirmed that San Quentin would not be a part of the JPA responsibilities.

Staff Fritz continued with updates regarding the Plastic Pollution Prevention and Packaging Producer Responsibility Act (SB 54). This act was passed into law June 30, 2022 and is known as a Producer Responsibility Act, which requires the manufacturer to take responsibility for their products' plastic packaging. The law asks for the reduction of single-use plastics of 25% by 2032, 65% of single-use plastics in foodware and packaging must be recycled but 100% of the single-use plastic packaging and foodware must be recyclable or compostable.

Additionally, SB 54 mandates the creation of a Producer Responsibility Organization to manage the implementation of this law with oversight coming from CalRecycle. The Producer Responsibility Organization must raise five billion dollars to combat plastic pollution and support disadvantaged communities over the next 10 years.

Staff Fritz shared a visual slide to highlight the differences between the Producer

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

Responsibility Organizations and CalRecycle then went on to update the board on SB 244.

The Right to Repair Act was passed in October 2023; the act empowers customers to have more options of where they can go to repair their phones and help reduce the amount of e-waste.

SB 353 is an update to the Bottle Bill that was also passed in October 2023. This update expands the Bottle Bill to include CRV for wine bottles, and fruit and vegetable juice containers of any size. The desired result will be an estimated additional 200 million containers per year in the recycling system.

Staff Fritz concluded the legislative update.

A brief question and answer session was held.

### 6. EPA Letter of Support

Staff Tsao introduced the EPA Letter of Support, stating that it is a part of the original 1996 Article 6.1 Section E. The JPA has program authority on behalf of all member agencies. Section E tracks legislation pertaining to hazardous and solid waste issues and recommends position statements to the board.

ZMW drafted a public comment statement for the U.S. Department of Agriculture, U.S. Environmental Protection Agency, and the U.S. Food and Drug Administration which are known as an interagency collaboration. This interagency released a draft national strategy for reducing food loss and waste, and recycling and organics published December 2, 2023. Public comment was asked for by the interagency up until January 2024 but was extended through February 3, 2024.

The four main objectives of the draft national strategy are to, where possible, prevent loss and waste of food, increase the recycling rate for all organic waste, and to support policies that incentivize and encourage food loss and waste prevention and organics recycling.

Staff Tsao continued by reading the ZWM public comment which was attached to the board agenda.

Motion approving sending EPA Letter of Support.

Motion: Member Donery. Second: Member Wolff. Vote: Unanimous

### 7. Approve Waste Characterization Study and WM Redwood Landfill and Recycling Center/WM Earthcare

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

Staff Poldino updated the board on the status of the Organic Waste Recycling Capacity Report. This report is due in August 2024. The initial report was submitted and approved but needs additional data. To date neither the County of Marin nor ZWM has ever completed a full countywide waste characterization report. Staff Poldino proposed a countywide waste characterization study to be performed at Redwood landfill and WM Earthcare ahead of the August 2024 report deadline. The study would capture all the waste coming into the county from all the haulers. The benefit from receiving the study data would guide action on looking at organic waste recycling as a whole and biomass utilization.

A follow up question and answer session was held regarding the budgeting, overall process, and clarity of the request. These questions and comments were addressed by Staff Poldino and Executive Director Scheibly.

Motion to provide direction to staff to comeback with a proposal for a waste characterization study.

Motion: Member Eilerman. Second: Member Johnson. Vote: Unanimous

### 8. Approval of new LTF members

Staff Fritz informed the board that the LTF has five open seats, three of which are currently vacant. The current vacancies include southern Marin, unincorporated Marin, and Ross Valley. ZWM advertised the openings with three applicants responding. Two applicants were for the southern Marin seat and one for the unincorporated seat with the Ross Valley seat remaining open due to no applicants. Staff Fritz presented the staff recommendation to elect Chuck Hornbrook for the southern Marin seat and Deidre Fennessy for the Unincorporated Marin opening.

A follow up question and answer session was held regarding the function of the LTF, these questions and comments were addressed by Staff Fritz and Executive Director Scheibly.

Motion approving Chuck Hornbrook and Deidre Fennessy to the LTF.

Motion: Member Donery. Second: Member Wolff. Vote: Unanimous

### 9. Clarify the two subcommittees

Staff Poldino spoke regarding the two separate committees that were formed in last year's September 2023 meeting. Staff Poldino looked to clarify if the action of combining the two subcommittees into one still stood, and if the members Chair Abrams, Member Eilerman, Member Schubeck, Member Bytof, and Member Chanis were still onboard. Staff Poldino asked for confirmation that the



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

subcommittee still stands and if the members of the committee were still active for the committee.

A follow up question and answer session was held regarding the meeting expectations of the subcommittee. These questions and comments were addressed by Staff Poldino and Executive Director Scheibly.

### 10. Set the 2024 Executive Committee Schedule

Staff Poldino presented intentions to bring back the Executive Committee with the function of advising the full board on the planning, financing, developing, and implementing of all programs and projects. Staff Poldino shared that the purpose of the Executive Committee would be to meet more frequently than the full board and create recommendations to the full board for approval. Staff Poldino read the composition of the Executive Committee which consists of the chair and vice chair, representatives for the cities of Novato and San Rafael, Unincorporated County of Marin, and Ross Valley and Southern Marin.

Staff Poldino listed the current Executive Committees' members: Chair Abrams – Ross Valley, Vice Chair Cusimano – Southern Marin Cities, Member Eilerman – County of Marin, Member Stefanski – City of San Rafael, and Member Deakyne – City of Novato.

The recommendation from staff is for the Executive Committee to comeback in 2024 and meet four times, a month prior to the JPA board meetings.

A follow up question and answer session was held, these questions and comments were addressed by Staff Poldino and Executive Director Scheibly.

Motion approving the Executive Committee to meet on the suggested days with the first being in February.

Motion: Member Deakyne. Second: Member Eilerman. Vote: Unanimous

### 11. Set the 2024 JPA Schedule

Staff Poldino read the proposal to have three JPA meeting dates for 2024 with the first being in March. Staff Poldino stated by having meetings aligning with the full MMA meetings, this would require a meeting one hour prior to the MMA meetings with a 15 minute break in between.

Motion approving the proposed JPA board meeting calendar.

Motion: Member Johnson. Second: Chair Abrams. Vote: Unanimous

No public comments were made.

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

Member Eilerman asked if meeting invites would be sent out for the dates. Staff Poldino confirmed yes.

### 12. Suggested Agenda Items

Staff Poldino opened the floor to commentary from the board for agenda items for the next meeting.

Member Johnson commented on being informed about how districts have spent their SB 1383 grant funding or how they plan to. Member Johnson additionally requested the results from the executive committee's inquiry into Zero Waste grant program.

A follow up question-and-answer session was held, these questions and comments were addressed by Staff Poldino and Executive Director Scheibly.

### 13. Adjournment

Chair Abrams adjourned the meeting.

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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 aloud after the vote.

Motion: \_\_\_\_\_ Second: \_\_\_\_\_

Ayes: \_\_\_\_\_

\_\_\_\_\_

Noes: \_\_\_\_\_

\_\_\_\_\_

Abstentions: \_\_\_\_\_

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

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

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**

**Mill Valley**

Receive oral report. Information only.

**Novato**

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: SB 54 CalRecycle ZWM Public Comment

**Fairfax**

Senate Bill 54 (Allen, 2022), the Plastic Pollution Prevention and Packaging Producer Responsibility Act (the Act) was signed into law on June 30, 2022. This landmark extended producer responsibility regulation aims to eliminate packaging that is not 100% recyclable or compostable, improve the recycling rates of materials deemed recyclable to at least 60%, and reduce the overall amount of packaging by at least 25% by 2032.

**Larkspur**

**Mill Valley**

In addition, the law requires producers to manage single-use plastic and develop a sustainable funding mechanism. Producers in California will be required to join the Producer Responsibility Organization (PRO), Circular Action Alliance, appointed by CalRecycle. The PRO will oversee producers; establish a plan, collect fees, and report to CalRecycle. CalRecycle will oversee the PRO.

**Novato**

**Ross**

**San Anselmo**

This law includes a “Covered Material Categories” List, which identifies the “covered materials” jurisdictions are required to accept in their collection programs. This list does not limit jurisdictions from accepting additional materials for recycling or composting. Also of note, the mandates established by SB 343 “Environmental Advertising: Recycling Symbol” and AB 1201 Compostability and Biodegradability Labelling are integral pieces to SB 54.

**San Rafael**

**Sausalito**

**Tiburon**

This regulation is part of a multiyear effort meant to shift the costs associated with these materials from local jurisdictions to producers. CalRecycle formally opened the 45-day public comment period on March 8 and will commence with a public hearing on April 23. This law may impact existing franchise agreements and ordinances such as the Reusable Foodware Ordinance. Municipalities are encouraged to comment on this draft rule and to communicate with the PRO who will develop a plan and budget to reimburse municipalities for the cost of implementing this law.

## 5

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Attachment 1 is a presentation put together by Timmothy Burroughs, the Executive Director of StopWaste and SB54 Advisory Board Chair. Should you choose, member agencies, alternates and staff can present comments to ZWM staff by April 5 to be included in a letter to CalRecycle sent on behalf of ZWM members. You may also submit comments to the League of California Cities who will also submit collective comments. There is also a link to the Rule Making page on CalRecycle's website.

### **Recommendation**

Receive oral report. Information only.

### **Attachment**

1. SB54 Presentation Summary
2. <https://calrecycle.ca.gov/Laws/Rulemaking/SB54Regulations/>

**5**  
**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: \_\_\_\_\_



# California Senate Bill 54 (Allen, 2022)

An overview of the law and implications for local government

*Last Updated: November 16, 2023*



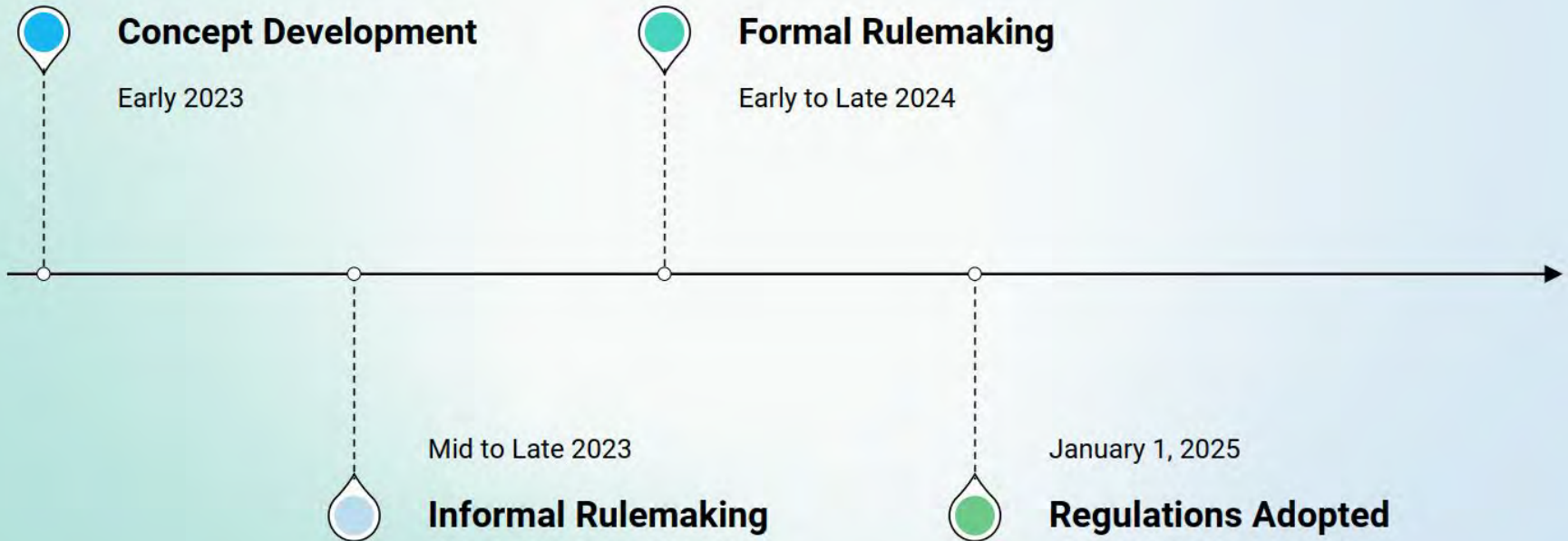
# SB 54

## Plastic Pollution Prevention and Packaging Producer Responsibility Act

- ✓ Reduce the volume of plastic and other packaging
- ✓ Increase recycling
- ✓ Shift packaging pollution responsibility to producers
- ✓ Provide clarity and consistency for consumers
- ✓ Stimulate investment in reuse and refill systems
- ✓ Fund clean up efforts in disadvantaged communities



# SB 54 rulemaking timeline





# Materials covered by the law

## Single-use packaging

Includes plastic, paper, paperboard, metal, glass, multi-layer materials, etc. (definition is material neutral)



## Plastic single-use food ware

Cups, lids, straws, cutlery, stirrers, lidded containers, trays, plates, clamshells, food wrap, and wrappers



**REGENERATE  
NATURAL SYSTEMS**



**DESIGN OUT  
WASTE & POLLUTION**



**KEEP PRODUCTS  
& MATERIALS IN USE**



# Implications for local governments

*“Local jurisdictions are the backbone* of the solid waste management and recycling efforts in California...the new law is intended to **shift the burden of costs** to collect, process, and recycle materials from local jurisdictions to the producers of plastic products.”



“It is the intent of the Legislature in enacting this chapter to ensure that **local jurisdictions will be made financially whole** for any new costs incurred associated with the implementation of this chapter and its implementing regulations.”

*Per SB 54 (Allen, 2022), Section 42040(b)(2)*

# In California, by 2032:



**100% of single-use packaging and plastic single-use food ware will be recyclable or compostable**



**65% of single-use plastic packaging and food ware will be recycled**

**30 % by 2028 | 40% by 2030**



**25% of single-use plastic packaging and food ware will be source reduced by weight and unit**

**10% by 2027 (2% reuse/refill)  
20% by 2030 (4% reuse/refill)**

# Requirements for expanded polystyrene food service ware



May not be sold in the state unless the following recycling rates\* are achieved:

- 25% by 2025
- 30% by 2028
- 50% by 2030
- 65% by 2032

*\*Current recycling rates estimated to be in the low single digits*

# Enforcement and Producer Responsibility Organization (PRO) Plan Review

- \$50,000/day/violation civil penalties
- CalRecycle must review and approve PRO implementation plan
- CalRecycle has authority to reject or revoke the PRO implementation plan





# SB 54 Advisory Board

- 16 members with pre-defined seats to represent range of perspectives
- Advisory Board reviews the needs assessment and PRO plan and budget



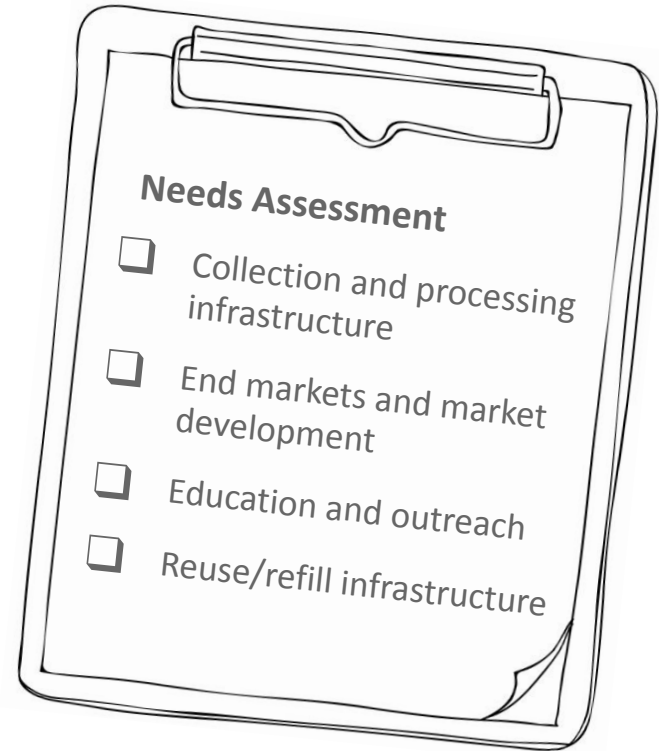


## **\$5 billion plastic pollution mitigation fund**

- **\$500M per year x 10 years paid for by producers**
- **Designed to help clean up existing plastic pollution**
- **Funds to focus on addressing environmental justice and public health impacts of plastic pollution**

# Upcoming milestones

- ✓ **Establish a Producer Responsibility Organization (PRO)**  
PRO to be formed by early 2024  
PRO Plan & Budget in place by January 1, 2027
- ✓ **Needs Assessment**  
Conducted by CalRecycle to inform PRO Plan (exact timing TBD)
- ✓ **Release Covered Material Category Lists and recyclable / compostable materials**  
Due from CalRecycle by January 1, 2024



# Producers to “fully fund plan implementation,” including:

- ✓ Costs incurred by a local jurisdiction or its service provider to implement SB 54, such as...
- ✓ Collection of covered materials, including investments to improve/expand collection and processing infrastructure
- ✓ Cleaning, sorting, aggregating and baling covered materials
- ✓ Transportation of materials to material recovery facilities and to end markets
- ✓ Waste stream sampling and reporting required by local governments
- ✓ Market development
- ✓ Source reduction of plastic packaging (including reuse/refill infrastructure)
- ✓ Outreach and education



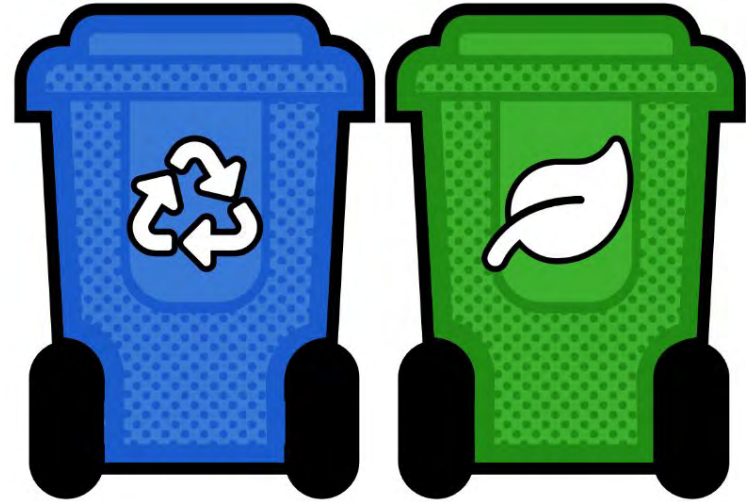
# Topics for local jurisdictions to consider now...



- Existing and planned/potential investment related to collecting, processing, and transporting covered materials
- Process of receiving reimbursements for investments from the PRO
- Role of local governments and haulers/service providers in negotiating costs with PRO
- Effect of SB 54 reimbursements on ratepayers

# Covered materials list

- **Must be published by Jan 1, 2024, including list of what's considered recyclable and compostable in the state**
- **Jurisdictions must collect materials designated recyclable or compostable (with limited exceptions)**



# Recyclability

- Defined by SB 343
- Collected by recycling programs that cover at least 60% of the state's population
- Demonstrated recycling rate of at least 75% (made into new products or packaging)
- Same criteria apply for materials collected outside of a curbside program







# Getting involved

- Stay informed on the CalRecycle SB 54 listserv
- Attend CalRecycle workshops and provide feedback
- Submit written comment letters
- Work with partners - NSAC, CalCities, RCRC, CSAC, or your local JPA



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

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Contract Management

**Fairfax**

The JPA follows County of Marin policy and procedures for the bidding process and contract and purchasing terms which includes when to obtain quotes and/or formal bids and proposals. When clear and convincing evidence exists, the County does allow for written justification of single or sole source vendors and or products.

**Larkspur**

**Mill Valley**

Staff presented the County of Marin procurement and bidding procedures in the February 29, 2024 Executive Committee meeting. The following recommended changes which were reviewed and approved to be fully adopted by the Board.

**Novato**

**Ross**

- 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.

**San Anselmo**

- 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.

**San Rafael**

**Sausalito**

In addition, the committee heard staff presentations on six professional service contracts and the justifications to continue the contracts for FY 25 or to go out to bid.

**Tiburon**

1. R3 has held contracts with Zero Waste Marin (ZWM) since 2009 on a variety of projects over the years including C&D, AB901, SB 1383, Material Flow, Zero Waste, and an Organizational Analysis. Contracts are usually project specific and for a 1-year term. R3 is currently contracted under two separate contracts for C&D and SB1383 implementation and support.

## 6

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Staff are looking at materials management through the lens of SB1383. ZWM hired a dedicated staff member to lead the charge in developing and implementing a formal C&D and Self-Hauled Materials program. R3 has been instrumental in helping analyze and dissect C&D disposal and diversion numbers, build partnerships with our local building permit counters, update reporting forms, and providing regulatory guidance on CalGreen and C&D ordinances. They also have an excellent relationship with CalRecycle and have helped us navigate the nuances of SB1383. Staff feel it is imperative that these two contracts continue for FY 25.

2. Strategic Energy Innovations (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.

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.

3. Revolt has managed the Bulb and Battery Program on behalf of ZWM for the past 8 years. 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.

## 6

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Staff regularly visit the participating drop off sites to discuss Revolt's services, and our partner businesses report high satisfaction with Revolt. Batteries are currently the single biggest cause of fires at solid waste transfer stations, materials recovery facilities (recycling plants), and collection vehicles.

4. Soluna Outreach Solutions has been the contractor for used oil recycling outreach for seven years. The program is funded by Oil Payment Program grants from CalRecycle, and the contract fulfills activities and reporting required by the State. 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. Since an important audience for this outreach is Spanish speakers, this contractor's bilingual skills are invaluable. The company's expertise and familiarity with our program and with CalRecycle requirements provides exceptional service to Marin County.

5. Giganitic Idea Studio (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 there are many vendors who provide this service.
6. Trash Bin Cleaners 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.

# 6

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

The following is a summary of the contractors and actions that were approved and recommended for consideration of the Board.

<b>Contractor</b>	<b>Type</b>	<b>Contract Amt.</b>	<b>Total Years</b>	<b>Recommendation</b>
R3	Professional Service	\$25,000	15	Continue FY25. Reevaluate for FY26.
Strategic Energy Innovations	Professional Service	\$220,000	8	Continue FY25. Reevaluate for FY26.
Revolt	Professional Service	\$175,000	8	Continue FY25. Reevaluate for FY26.
Soluna	Professional Service	\$65,000	7	Continue FY25. Reevaluate for FY26.
Giganitic Idea Studio	Professional Service	\$175,000	6	RFP FY25
Trash Bin Cleaners	General Services	\$45,000	6	Continue FY25. Reevaluate for FY26.

### Recommendation

1. Adopt a motion to follow County of Marin procurement and bidding procedures with the following changes:
  - 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.
  - Conduct a Request for Proposals (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.
2. Adopt a motion to begin the RFP process for a Marketing & Advertising Strategic Plan according to the approved FY25 budget.

### Fiscal Impact

Fiscal Impacts will be discussed with the budget subcommittee in April and the full board in May. Staff are making recommendations to increase funding in some areas and to decrease it in others according to determine program needs.

### Equity Impact

Expansion of existing programs would allow for more bilingual outreach and education as well as more outreach in Novato, the canal area of San Rafael, West Marin and Marin City.

**6**

**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: \_\_\_\_\_

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Clarification of ZWM Committees

**Fairfax**

During the Program & Budget Subcommittee meeting on March 4, 2024, members requested clarification regarding its goals and more specificity regarding feedback requested.

**Larkspur**

Staff have reviewed past meeting recordings and minutes going back to the Septmeber 21, 2023 Board Meeting. There was confusion in the minutes which led to staff inadvertently combining the budget subcommittee and the programmatic subcommittee instead of the programmatic and ZW reimbursement program subcommittees. Staff would like to correct this error and clarify the committees.

**Mill Valley**

**Novato**

The Executive Committee is comprised of the Chair and Vice Chair, City of Novato, City of San Rafael, County of Marin, and a representative from Southern Marin and Ross Valley cities. The current Executive Committee, approved January 18, 2024, is represented by the following individuals:

**Ross**

**San Anselmo**

- Heather Abrams, Chair, Town of Fairfax
- Todd Cusimano, Vice Chair, City of Mill Valley
- Dan Eilerman, County of Marin
- Cristine Alilovich, City of San Rafael
- Jessica Deakyne, City of Novato

**San Rafael**

**Sausalito**

The Executive Committee is respnsible for the administration and management of the JPA affiars and provides assistance and advice to the Board. This committee meets quarterly according to the agreement per the schedule approved in the January meeting. The next meeting will be scheduled for April.

**Tiburon**

According to past practice, an Ad Hoc Budget Subcommittee has been appointed to provide guidance on the development of the Budget. The committee consists of the Chair, Vice Chair, and the representative from the County. It is proposed that the Subcommittee meet with the Executive Director to review the draft and make recommended changes to the FY 25 budget for discussion and adoption at the May Board of Directors meeting.

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

The final Ad Hoc subcommittee should have been the Program Subcommittee. This committee was established to discuss the needs of Member Agencies and to suggest how and if this could be funded. It has also been tasked with determining how the CalRecycle SB1383 Local Assistance grant would be spent. Gretchen Schubeck, City of Novato and Cory Bytof, City of San Rafael had originally agreed to be on this committee. It would be ideal to have 1-2 more members or alternates who have experience with program implementation and outreach & education on the subcommittee.

### Recommendation

- Adopt a Motion to continue the Budget Subcommittee as approved in January 2024.
- Adopt a motion to appoint staff members to a Program Subcommittee to review existing and new program needs.



**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: \_\_\_\_\_

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Kimberly Scheibly, Executive Director

**County of Marin**

Re: Budget Categories New Designation

**Fairfax**

Pisenti and Brinker (P&B), the firm hired to perform the annual audit of the JPA’s financial statements, recommended several process improvement suggestion from the FY22 audit. P&B 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.

**Larkspur**

**Mill Valley**

**Novato**

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.

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

At the February 29, 2024 Executive Committee meeting, staff presented the following recommendations which were approved by the Committee for consideration and adoption by the Board.

**Tiburon**

1. Regulatory, Administration, Compliance & Reporting Fund (RACRF) Expenditures for day-to-day operations and overall administration of programs would be included in this fund. This includes but is not limited to expenditures such as:
  - Rent/Leases
  - Insurance
  - Taxes

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

- Professional Accounting Services
  - Office Supplies
  - Procurement
  - Reporting Software
  - Memberships
  - Education & Training
2. Household Hazardous Waste Fund (HHWF)  
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 Environmental Health Services
  - 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 (ZWPF)  
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 streamline revenue and expenditure codes to be used in the draft FY25 budget.

### **Recommendation**

Adopt a Motion to approve new Budget Categories for FY25.

**8**  
**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: \_\_\_\_\_

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

**Belvedere**

Date: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

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 1996 as a one-year contract and was extended each fiscal year by both parties until 2013 and is also included in Attachment 1.

**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**

**San Rafael**

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).

**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 which led to significant delays in completing the audit. In addition, it was not clear how compensation for staff and rent was calculated, allocated, and paid.

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

In conversations between JPA staff, the County of Marin Accounting Staff, and the Financial Director, it was felt that a new agreement that incorporated current best practices would be beneficial. Staff worked with Jenna Brady, legal counsel for both the JPA and the County of Marin, on this Final draft agreement (Attachment 4) and it was reviewed and approved by the Executive Committee at the February 29, 2024 meeting.

The JPA Annual Budget will remain the controlling document that will identify specific programs and contracts to be funded and will detail the labor calculations and allocations. The new agreement adds clarification and more detailed language about staff including the Executive Director position, payment terms, and method of reimbursement and also included 3 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).

### **Fiscal Impact**

There is no fiscal impact associated with this agreement.

### **Recommendation**

Adopt a Motion to have Member Agencies approve the attached revised and restated agreement between the JPA and the County of Marin for staffing services, rent, and associated administrative support.

### **Attachment**

1. Revised Marin County Hazardous and Solid Waste Joint Powers Agreement 2023 including the 1996 Revised Hazardous and Solid Waste Joint Powers Agreement Original Agreement.
2. JPA Original Staffing & Services Agreement February 26, 2013.
3. JPA First Staffing & Services Amendment June 16, 2020.
4. Final Restated and Amended Staffing & Services Agreement.
5. Final 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.

## 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 Mackee  
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.

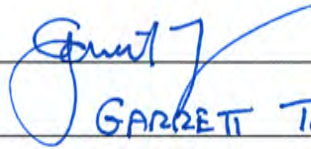
2. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

**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: \_\_\_\_\_ GARRETT TOY

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: March 21, 2024

**Corte Madera**

To: JPA Board of Directors

From: Casey Poldino, Program Manager

**County of Marin**

Re: Suggested Agenda Items

**Fairfax**

On August 17, 2023 the Board adopted the recommendation to allocate five minutes to allow board members to provide suggested topics for upcoming Zero Waste Marin JPA board meetings.

**Larkspur**

This standing item provides members of the board the opportunity to make suggestions regarding future agenda topics for the consideration of Staff, ensuring that the needs of the Board are being addressed.

**Mill Valley**

**Novato**

**Recommendation**

Receive oral report and discuss the opportunity for future suggested agenda items for Staff consideration.

**Ross**

**San Anselmo**

**San Rafael**

**Sausalito**

**Tiburon**