

MARIN COUNTY HAZARDOUS & SOLID WASTE
JOINT POWERS AUTHORITY

Board of Directors Meeting

Thursday, October 30, 2008
Marin Municipal Water District
220 Nellen Avenue, Corte Madera

9:00 -10:00 AM

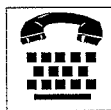
AGENDA

Call to Order.

1. Approval of JPA Board of Directors Meeting Minutes from May 29, 2008. (Action)
2. JPA Local Task Force Appointments. (Information/Action)
3. Zero Waste Consultant Contract. (Action)
4. Novato Household Hazardous Waste Grant. (Action)
5. Open Time.
6. Next Executive Board Meeting to be held on Wednesday, January 21, 2009, 2:00 – 3:00 PM, 65 Mitchell Blvd., San Rafael.
Next JPA Board Meeting to be held on Thursday, May 28, 2009, 9:00 – 10:00 AM, MMWD, 220 Nellen Avenue, Corte Madera.
7. Adjourn.

The full agenda including staff reports can be viewed at
www.marinrecycles.org/mins_agendas.cfm

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All public meetings and events sponsored or conducted by the County of Marin are held in accessible sites. Requests for accommodations may be made by calling (415) 473-4381(voice/TTY) or 711 for the California Relay Service or e-mailing disabilityaccess@co.marin.ca.us at least **four work days** in advance of the event. Copies of documents are available in alternative formats, upon written request.

Contact the County's Waste Management Division, at 499-6647 for more information

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DRAFT

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

Board of Directors Meeting
Thursday, May 29, 2008
Marin Municipal Water District
220 Nellen Avenue, Corte Madera

MINUTES

MEMBERS PRESENT

George Rodericks, Belvedere
Dan Keen, Novato
Ken Nordhoff, San Rafael
Debra Stutsman, San Anselmo
David Bracken, Corte Madera
Matthew Hymel, County of Marin
Jean Bonander, Larkspur
Gary Broad, Ross
Anne Montgomery, Mill Valley

MEMBERS ABSENT

Michael Rock, Fairfax
Adam Politzer, Sausalito
Margaret Curran, Tiburon

STAFF PRESENT

Michael Frost, JPA
Alex Soulard, JPA

OTHERS PRESENT

Dee Johnson, Novato Sanitary District
Tamara Hull, Sustainable San Rafael
Patty Garbarino, Marin Sanitary Service
Steve McCaffrey, Redwood Empire Disposal

Call to Order The Board of Directors meeting came to order at 9:00 AM.

1. Approval of JPA Board Meeting Minutes from March 27, 2008. M/s Nordhoff, Rodericks to approve JPA Board Meeting Minutes from March 27, 2008. The motion passed unanimously.
2. Approve JPA FY 08-09 Budget, Contract, and Tipping Fee Resolution. Staff reported that the budget had passed through the Executive Committee and they recommended approval of the budget. A 3% increase is proposed to fund development of zero waste strategies for which interviews of RFI respondents will take place on June 12, 2008, backyard compost program funding, Household Hazardous Waste collection events and grant programs. Budget reserves can be used to address Redwood Landfill opening the siting element due to the 15 year lifespan of Redwood Landfill. Staff also reported that the appropriations included spending the HHW grant funds. M/s Bonander, Nordhoff to approve the JPA FY 08-09 budget, Contract and Tipping Fee Resolution. The motion passed unanimously.
3. 2007 Financial Statements and Auditors' Report. Staff reported statements and reports were reviewed by the Executive Committee who recommended they be accepted. The report showed the budget is stable but with complicated new accounting standards there was a delay in receipts from the Household Hazardous Waste Facility. At the end of the

year, however, remaining receipts have been encumbered. This process is considered a material weakness by accounting standards. There will be a correction as soon as the June invoice is received. M/s Keen, Hymel to adopt the financial statements and the auditors report. The motion passed unanimously.

4. Executive Committee Report. Staff noted that the January meeting added new Local Task Force members and the April meeting talked about the process of hiring consultants for the RFI zero waste plan.
5. Set Date for November's JPA Board Meeting. Staff suggested keeping with tradition and having the November's meeting coincide with the annual retreat. Rodericks agreed to reserve time for the JPA Board meeting agenda at next retreat.
6. Open Time. No Comments Received.
7. Adjourn.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:

George Rodericks

Date: October 30, 2008

Corte Madera:

David Bracken

To: JPA Board Members

County of Marin:

Matthew Hymel

From: Michael Frost

Fairfax:

Michael Rock

Re: JPA Local Task Force Appointments

Larkspur:

Jean Bonander

In August 2008 the Southern Marin Local Task Force (LTF) member Kim Huff resigned from her position. The JPA agreement defines the Southern Marin cities as Sausalito, Tiburon, Belvedere and Mill Valley.

Mill Valley:

Anne Montgomery

Additionally, Steve McCaffrey of Redwood Empire Disposal has submitted a letter (attached) to JPA staff requesting the JPA consider his appointment as an alternate Hauler/Facility Operator on the Local Task Force.

Novato:**Ross:**

Gary Broad

At their October 22, 2008 meeting the Executive Committee recommended Steve McCaffrey be appointed to the alternate Hauler/Facility Operator seat and requested that the Southern Marin City members nominate a candidate for their vacant seat.

San Anselmo:

Debbie Stutsman

San Rafael:

Ken Nordhoff

Attachments

Sausalito:

Adam Politzer

Tiburon:

Margaret Curran



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North Bay Corporation

PO Box 1916
Santa Rosa, CA 95402-1916
p 707-586-5533
f 707-586-5543

October 13, 2008

Mr. Alex Soulard
County of Marin
Department of Public Works
65 Mitchell Blvd
San Rafael, CA 94903

Dear Mr. Soulard:

Please consider me as an alternate member to the JPA Local Task Force. I have over twenty years of experience in the field, much of that time in the recycling industry. Since I currently work for Novato Disposal Service and Redwood Empire Disposal, I also represent one of the largest stakeholders of solid waste and recycling in Marin County. With my experience and background, I feel I can be valuable assets to the Task Force. Thank you for the consideration.

Sincerely,

Steve McCaffrey
Director of Governmental Affairs

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
George Rodericks

Date: October 30, 2008

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Michael Frost

Fairfax:
Michael Rock

Re: Zero Waste Consultant Contract

Larkspur:
Jean Bonander

Attached is a Contract with R3 Consulting Group to complete a Zero Waste Feasibility and Planning Study for Marin County. The Contract has been reviewed and was recommended by your Executive Committee on October 22, 2008. This Contract is for a not to exceed amount of \$100,000 and funds are available in the existing budget.

Mill Valley:
Anne Montgomery

At your direction JPA staff advertised for a Request for Information (RFI) for a Zero Waste Plan. Three firms responded:

Novato:

- HDR
- R3
- SCS Engineers

An interview process with all respondents was conducted earlier this year. The Interview Panel consisted of:

Ross:
Gary Broad

- Ken Nordhoff
- Alex Soulard
- Michael Frost
- Michael Rock

San Anselmo:
Debbie Stutsman

The Interview Panel was impressed that R3 had an existing organizational team in place that had successfully worked together on previous municipal waste reduction projects and is currently working with the City of San Jose on zero waste planning. Therefore, R3 is recommended as the firm with the most applicable experience and best positioned to produce a document to help Marin reach its goals. Staff was instructed to negotiate a contract with R3 to bring to your Board. The recommended contract is for a Zero Waste Feasibility and Planning Study that will evaluate Marin's existing program, meet with stakeholders, outline new options and make recommendations. Exhibit "A" of the Contract details the tasks and deliverables that include:

San Rafael:
Ken Nordhoff

Sausalito:
Adam Politzer

- Meetings with each franchised hauler and facility operator.
- Workshops with Marin's AB939 Task Force.
- Five public workshops and presentations.
- Summary of current and potential programs, with trend analysis and estimated cost, results and timelines for new programs.
- Draft and final Zero Waste Feasibility Planning Study.

Tiburon:
Margaret Curran

R3 also proposed a possible Action Plan to be considered later to move Marin's jurisdictions toward the Zero Waste goal. The Action Plan would be Phase Two and although outlined in the proposed contract exhibits it is not included in the proposed contract. Prior to taking action on and committing funding for an Action Plan for Marin's jurisdictions, a CEQA process will need to be considered, and a community evaluation of the recommended programs in Phase One needs to be vetted.

It is anticipated Phase One will take twelve months to complete. Staff will report process to your Board on a regular basis.

It is requested your Board approve the attached Contract with R3 Consulting Group to complete a Zero Waste Feasibility and Planning Study.

Attachment

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STANDARD SHORT FORM CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 200 ____ by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and R3 CONSULTING GROUP, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following services: Develop Draft and Final Zero Waste Feasibility and Planning Study for Marin County; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by JPA, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The JPA agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit "B" and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract.

Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of \$100,000.00 including direct non-salary expenses.

5. TIME OF AGREEMENT:

This Agreement shall commence on the date this agreement is made and entered into, and shall terminate on December 1, 2009. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to JPA. The general liability policy shall be endorsed naming the JPA as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the JPA prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to JPA of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the JPA, its employees, officers, and agents, harmless and defend the JPA against any and all claims, damages, losses

and expense that may arise by reason of the Contractor's negligent actions or omissions. JPA agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. In addition to any other available remedies, JPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. The JPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

(see sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 WORKERS' COMPENSATION

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit "C". If the deductible or self-insured retention amount exceeds \$100,000, the JPA may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the JPA may conclusively rely thereon.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

7. NONDISCRIMINATORY EMPLOYMENT:

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the JPA except for any subcontract work identified herein. If Contractor hires a subcontractor under this Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the JPA evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the JPA.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

12. TITLE:

Any and all documents, information and reports concerning this project prepared by the Contractor, shall be the property of the JPA. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing and documents to JPA without exception or reservation.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the JPA may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the JPA. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

15. AMENDMENT:

This Contract may be amended or modified only by written agreement of all parties.

16. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to JPA, as is evidenced in writing.

17. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin JPA, California.

18. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold JPA, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this contract.

19. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the JPA's contact person referenced in paragraph 20. NOTICES below.

20. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below.

All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager:	Michael Frost
Dept./Location:	Marin County Hazardous and Solid Waste Management Joint Powers Authority C-O Marin County Dept. of Public Works
	P. O. Box 4186 San Rafael, CA 94913-4186
Telephone No.:	415 499-3725

Notices shall be given to Contractor at the following address:

Contractor:	R3 Consulting Group Richard Tagore-Erwin
	4811 Chippendale Dr. Suite 708
Address:	Sacramento, CA 95841
Telephone No.:	916 576-0306

21. ACKNOWLEDGEMENT OF EXHIBITS

☒ Check applicable Exhibits CONTRACTOR'S INITIALS

EXHIBIT A. ☒ Scope of Services

EXHIBIT B. ☒ Fees and Payment

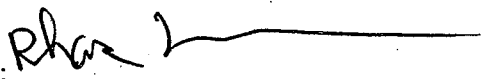
EXHIBIT C. ☐ Insurance Reduction/Waiver

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

APPROVED BY
MARIN COUNTY HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY

By: _____
CHAIR

CONTRACTOR:

By: 
Name: Richard Tagore-Erwin
Telephone No.: 916-576-0306

JPA COUNSEL REVIEW AND APPROVAL (Only required if any of the noted reason(s) applies)
REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
- ☐ Optional Review by JPA Counsel at Department's Request

JPA Counsel: _____

Date: _____

10/11/08

SCOPE OF SERVICES

Work Tasks

R3's work task is Phase I of a possible II phase project. In Phase I, we will focus on the development of a regional Zero Waste Feasibility and Planning Study to be reviewed by the JPA. In Phase II, the focus would be on development of jurisdiction-specific Action Plans for implementation of the Zero Waste programs evaluated in the Zero Waste Feasibility and Planning Study. This project consists of Phase 1 only. If JPA determines at a later date to go forward with Phase II, Environmental Review will be under taken at that time.

Phase I: Zero Waste Feasibility and Planning Study

Task 1: Information Request and Project Kick-off Meeting

Task 1.1 Information Request and Review

The Project Team will prepare and submit data requests for the JPA. The Project Team will review the available information to fully understand the structure of all diversion programs and franchise agreements, and will also conduct follow-up interviews with the JPA staff, and the haulers and facility operators to get more details on programs, as needed.

At a minimum, R3 will request the following:

- Listing and contact information for the JPA, AB 939 Task Force, facility operators, and haulers;
- Listing of JPA programs and services it provides to the Member Agencies;
- JPA, Member Agency, and hauler public education materials for current programs;
- Copies of current franchise agreements for each Member Agency
- AB 939 Annual Reports for the past 3 years;
- Tonnage reports from the haulers for the past 3 years;
- Any C&D Ordinances and required contractor forms;
- Available landfill and processing facility capacity data;
- Current population growth projections; and
- Most recent Waste Generation and composition data.

Task 1.2 Project Kick-off Meeting

We will facilitate a Project Kick-off Meeting with the Project Team and JPA staff. This meeting will provide an opportunity to review the project objectives, R3's project approach, schedule and budget, and discuss data availability. Prior to the Project Kick-off Meeting, R3 will prepare an agenda, detailed project schedule, proposed report and presentation formats and a data request list (in addition to data requested as part of Task 1.1), for submittal to the JPA staff.

SCOPE OF SERVICES

Task 2 Evaluate Existing Programs

The Project Team will build on the JPA's Program Review prepared by Jim Grecco and prepare an updated summary of the JPA's current diversion and disposal practices, segregated into single family and multi-family residential, commercial, construction and demolition, self-haul and "other/unknown". This will help the JPA determine the relative size of various waste streams that currently go to the landfill. We will calculate diversion rates for the residential and non-residential sectors, based on the available data.

The Project Team will use previous annual reports to prepare a five-year trend analysis, using annual report data and/or hauler reports for tonnage data. Tonnage data will be entered into a computer model and the model will allow for inputting the estimated results of expanded or new programs resulting from Task 3. Certain data may be graphed, so that the JPA can see the trends in yields of various diversion programs.

Task 3 Select and Investigate Options for Program Improvement and Potential New Programs to Implement

Building on the results from Task 2, the Project Team will identify current programs and the diversion tonnage gaps to meet the 2012 and 2025 Zero Waste goals. After the diversion gaps have been identified, we will prepare an initial listing of changes to current programs and new programs that could be implemented to fill the diversion gap.

As part of the process to narrow down program choices, a preliminary list will be prepared and reviewed with the JPA, and selected programs will be analyzed in detail.

In addition, because diversion occurs at the Member Agency level, and most all Member Agencies contract with a private hauler for collection services, R3 will review each franchise agreement and develop model franchise agreement language that could be adopted to decrease disposal, maximize diversion, and reduce air emissions and collection vehicle traffic¹.

New program ideas might include those listed below. Many of the programs in the list are either already being implemented or are being considered by other cities that are planning to achieve 80 percent diversion or higher, or zero waste.

- Source reduction activities;
- Establishing government agencies as a model for Zero Waste;
- Residential vermiculture;
- Expansion of the backyard composting program;
- Expansion of material types accepted in curbside recycling program;
- Extended Producer Responsibility/Product Stewardship Initiatives;
- Mandatory commercial recycling;
- Commercial source reduction education and business waste outreach;
- Enhancement of construction and demolition debris diversion;

¹ For TCSD, R3 will review current collection operations and make suggestions in areas that can be implemented to increase diversion.

SCOPE OF SERVICES

- Enhancement of commercial organics diversion;
- Material recovery facilities for processing commercial waste (beyond existing recycling programs);
- Material recovery facility for processing residential waste (beyond existing recycling programs);
- Mixed residential and commercial organics composting;
- Conversion technologies;
- Development of an Eco-Industrial Park;
- Possible new ordinances or ordinance revisions;
- Public education and outreach programs;
- Community-based social marketing campaign;
- Customer fees and incentives to promote high diversion; and
- Alternative revenue sources.

For each program, we will include data and analysis such as:

- Potential diversion, in percentages and tons;
- Advantages and disadvantages of each program relative to others being studied;
- Program logistics, such as ease of implementation, and whether the program would require an amendment to existing contracts;
- Extent of behavior change that the program would require from residents or businesses;
- Program costs;
- Existence or lack of infrastructure in the region to support the program (an important consideration when special facilities are needed); and
- Time needed for implementation, since the JPA's goal is to improve its diversion rate by 20 percentage points in four years, and to Zero Waste in 17 years;

After preparing the research and analysis of all of the programs that were chosen, we will meet with the JPA to select the suite of programs that would best help the JPA reach its 2012 and 2025 Zero Waste goals. This will be done in conjunction with the computer model to project disposal and diversion trends from selection of the various program options.

Task 4 Draft and Final Zero Waste Feasibility and Planning Study

The JPA's Zero Waste Feasibility and Planning Study will include sections on goals, methodology, program options, projected results, responsibilities, timeframe, and cost.

In preparing the Zero Waste Feasibility and Planning Study, R3 will incorporate the analysis and results from Tasks 1 – 3 into a draft Zero Waste Feasibility and Planning Study for the JPA to review. This will also include a possible proposed action plan for the JPA to consider as a region, analysis of fee restructuring, customer rate structures, and a long-term financial strategy to ensure the JPA has adequate funding to meet the Zero Waste goals. We envision that the action plan will list the responsible parties, target dates, and the major actions that could be taken to implement the programs. This will include public education and outreach, budget

EXHIBIT "A"

SCOPE OF SERVICES

estimates, and program monitoring for the JPA. Based on direction received from the JPA, R3 will then expand or modify the program recommendations.

After all comments have been received, R3 will make necessary changes to the Draft Zero Waste Feasibility and Planning Study and will produce the Final Zero Waste Feasibility and Planning Study for review by the JPA Board.

Task 5: Stakeholder Meetings

In Phase I, involvement by key stakeholders will be critical to ensuring that the final Zero Waste Feasibility and Planning Study will be accepted by the JPA Board.

Phase I meetings will include:

- Public workshops,
- Presentations to the JPA Board;
- Presentations the JPA AB 939 Task Force; and
- Meetings with the haulers and facility operators.

Topics will cover, for example:

- An introduction/definition of Zero Waste;
- The role of the Member Agencies, haulers and facility operators;
- Available program options;
- Selected programs and estimated results; and
- Draft and Final Zero Feasibility and Planning Study.

CEQA review is not required for Phase I as a feasibility and planning study. CEQA review will be required for Phase II.

Task 6: Project Management and Project Progress Meetings

Project management and meeting attendance will be critical to this project for to ensure a high quality product that address the JPA's needs. We propose to meet with JPA staff at least monthly throughout the project to:

- Review progress to date;
- Review results of each program;
- Discuss options/research efforts;
- Discuss program selection;
- Review results of stakeholder meetings;
- Review and discuss draft plans and task work products; and
- Coordinate overall project management and meeting schedules with the various stakeholders.

SCOPE OF SERVICES

At the Kick-off Meeting, we will confirm project roles and the project schedule, request additional data needed, and provide draft report templates for discussion.

Phase I Deliverables

- Initial document request list submitted to JPA staff;
- Project Kick-off Meeting document, including project approach summary, project roles, detailed project schedule and templates of interim and draft final work products;
- Detailed project schedule;
- Summary of current and potential programs:
 - Trend analysis: a computer model which shows the trends in the JPA's disposal, adjustment factors, and tonnage diverted through various programs. The model will be accompanied by graphs to illustrate key data;
 - List and description of programs to select for further investigation;
 - New program analysis including estimated costs, results and timeline;
- Twenty-five (25) copies of the Draft and Final Zero Waste Feasibility and Planning Study including:
 - Model franchise agreement language to provide for uniform services, decreased disposal, maximized diversion, and cost effectiveness;
 - A proposed JPA Action Plan for consideration by the JPA; list programs, responsible parties, target dates, public education and outreach efforts, budget estimates, program monitoring tasks, and expected results; and
 - Potential JPA Funding Options, including restructured customer rates, restructured tipping fees, solid waste facility fees, AB 939 Fees, Vehicle Impact Fees, and Environmental Mitigation Fees.
- Five (5) public workshops/presentations;
 - Open public meetings that could include the general public, interest groups, Member Agencies, etc.
 - The JPA's AB 939 Task Force;
 - The JPA Board Members;
- Two (2) meetings with each franchised hauler, and local facility operators; and
- Meetings/conference calls with JPA staff as needed.

SCOPE OF SERVICES

Phase II: Zero Waste Action Plans for the Member Agencies

Phase II will only occur upon authorization by the JPA. The following outlines anticipated work task for Phase II.

As noted earlier, most diversion programs in Marin County are operated by the franchised haulers and the private facility operators, and the JPA has little direct control of diversion programs. Phase II will focus on the development of specific Action Plans developed for each Member Agency to meet the Zero Waste goals.

Because significant changes will need to occur to meet the Zero Waste goals, with the potential to increase customer rates, Phase II will include significant stakeholder outreach involvement with each City Council, Community Service Boards, the Board of Supervisors, the haulers, facility operators, HOAs, and local interest groups.

Task 7: CEQA Compliance

Prior to accepting any specific programs outlined in the Zero Waste Action Plans developed as part of Phase II, the JPA will need to comply with the California Environmental Quality Act (CEQA). R3 will assess and recommend what process the must be followed to comply with CEQA and create the documents before any specific Action Plan is considered for acceptance by the JPA.

Task 8: Action Plans

The focus of Phase II will be to prepare specific **Actions Plans** for each Member Agency (the Cities and Town, the County, and the Sanitation Districts that hold franchise agreements) to accept for implementing the programs identified in Phase I. This will be done by building on Tasks 2 - 4, but specifically tailored to each Member Agency, and will include specific programs, municipal codes/ordinance language, and franchise agreement language to expand on current programs, incorporate new programs, and provide diversion incentives to both the haulers and customers.

8.1 Program Summary and Options

As a first step in developing the Action Plans, the Project Team will meet with representatives from each Member Agency and the Member Agency's franchised hauler to review and discuss the programs as identified in the Zero Waste Feasibility and Planning Study as accepted by the JPA.

Next, the Project Team would prepare Member Agency specific summaries to present:

- Current conditions;
- Tonnage disposed, and diverted, and the diversion "gap";
- Available/optional programs;
- Franchised agreement requirements and required programs;
- Municipal codes/ordinances related to solid waste, EPR, solid waste related impacts on air quality, and road conditions

SCOPE OF SERVICES

- Land use issues related to solid waste facilities (current and future);
- Public agency budgets associated with solid waste (i.e., franchise fee revenue); and
- Other solid waste programs operated by individual Member Agencies.

The program summaries and program options will be presented as part of a public workshop to seek stakeholder input and acceptance of the subsequent Action Plans.

After the program summaries and options are prepared, R3 would develop a specific stakeholder strategy for each Member Agency. This would include determining who the target audience is, use of any survey/questionnaires to gather input, the use and type of printed media, scheduling meeting dates, and the format of workshops/public meetings.

8.2 Draft Action Plans

Based on prior work completed, additional new information, discussion and direction provided by each Member Agency, and input from public workshops, the Project Team will prepare Draft Action Plans. Please note that the Project Team anticipates working closely with representatives from the Member Agencies, JPA staff, the haulers and facility operators in developing the Action Plans. We anticipate that the Draft and Final Action Plans will include:

- Summary of the JPA's Zero Waste Feasibility and Planning Study;
- Member Agency specific program summaries, listing of responsible parties (JPA, Member Agency, hauler, etc) , target dates, public education and outreach efforts, budget estimates, program monitoring tasks, and expected results;
- Member Agency tailored franchise agreement language to decrease disposal, maximize diversion, provide incentives to both the hauler and customers, and cost effectiveness;
- Member Agency tailored municipal code/ordinance language to allow the individual Member Agencies to fully implement the programs as listed in its unique Action Plan; and
- Member Agency program funding, including restructured customer rates, restructured tipping fees, solid waste facility fees, AB 939 Fees, Vehicle Impact Fees, and Environmental Mitigation Fees.

8.3 Final Action Plans

The Project Team will revise the Draft Action Plans into Final Action plans by incorporating comments received on the Draft Action Plans from the Member Agencies, the JPA, and from the stakeholder meetings. After the completion of the Final Action Plans, the Project Team will present the results the JPA, Member Agencies and other groups as requested by the Member Agencies or the JPA.

Task 9: Stakeholder Involvement

Significant involvement by key stakeholders will be critical to ensuring that the individual Member Agencies accept and implement their unique Action Plan. This will require an open ongoing dialogue with the Member Agencies, the haulers, and the public. We anticipate that a series of meeting/workshops will be conducted to present options and ideas about the Action Plans, and, just as importantly, seek input from the key stakeholders.

Phase II meetings would include:

EXHIBIT "A"

SCOPE OF SERVICES

- Public workshops (could be done in coordination with other Member Agencies)
- Presentations the local community interest groups (program summaries and options, draft and Final Action Plans,
- Presentations to the City Council/Board;
- Presentations to the JPA; and
- Meetings with the haulers and facility operators.

Topics would cover, for example:

- An introduction/definition of Zero Waste;
- The benefits of accepting and implementing a Zero Waste Action Plan;
- The role of the Member Agency, and the franchised hauler, and the JPA,
- Current programs;
- Available program options;
- Selected programs and estimated costs and results; and
- Draft and Final Action Plan.

Phase II Deliverables

- Possible preparation of draft CEQA Documents as appropriate;
- One (1) or more CEQA public hearing meeting (if needed)
- Member Agency Program Summaries and Program Options;
- Member Agency Stakeholder Involvement Strategy; and
- Seven (7) copies of the Draft and Final Zero Waste Action Plan for each Member Agency including:
 - Five (5) public workshops/presentations with each Member Agency;
 - Open public meetings that could include the general public, interest groups, etc.
 - City Council/Board Members;
- Two (2) meetings with each franchised hauler, and local facility operators; and
- Meetings/conference calls with Member Agency and/or JPA staff as needed.

SCOPE OF SERVICES

Project Schedule

Zero Waste Feasibility and Planning Study Major Milestones

Task	Date (Week of...)
Notice to Proceed	Nov. 2008
Task 1: Information Request and Project Kick-off Meeting	Nov.17, 2008
Task 2: Evaluate Existing Programs	Dec. 2008 – Jan. 2009
Task 3: Select and Investigate Options for Program Improvement and Potential New Programs to Implement	February-May 2009
Task 4: Draft & Final Zero Waste Feasibility and Planning Study	June 2009 (Internal) July 2009 (Draft) Aug. 2009 (Final)
Task 5: Stakeholder Meetings	Dec. 2008 - Sept. 2009
Task 6: Project Management and Project Progress Meetings	Monthly, or as needed
Accept Final Zero Waste Feasibility and Planning Study	October 2009

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Contractor shall be paid up to a maximum amount as indicated in Section 4 of this agreement. Payment shall be based on a monthly invoice submitted with a breakdown of hours in accordance with the following billing rate.

Phase I Project Budget

R3 has developed the following Phase I project budget (Table 1) to complete Tasks 1 – 6 for a **Not-to-Exceed cost of \$99,739**. Table 2 lists the hourly billing rates and reimburseables.

A budget for Phase II will be developed upon authorization.

Table 1
Zero Waste Feasibility and Planning Study
Phase I Project Budget

	Hours	Cost (includes expenses)
PHASE I TASKS		
Task 1 Information Request and Project Kick-off Meeting	26	\$3,904
Task 2 Evaluate Existing Programs	138	\$14,390
Task 3 Select and Investigate Options for Program Improvement and Potential New Programs to Implement	240	\$27,680
Task 4 Draft and Final Zero Waste Feasibility and Planning Study	296	\$34,480
Task 5 Stakeholder Meetings	104	\$17,297
Task 6: Project Management and Project Progress Meetings	8	\$1,989
Total Phase I Project Cost	812	\$99,740.00

FEES AND PAYMENT SCHEDULE

Billing Rates and Charges

Table 2
Billing Rates

Classification	Hourly Rate
R3 Principal (William Schoen, Ric Hutchinson)	\$155 per hour
R3 Project Manager (Richard Tagore-Erwin)	\$155 per hour
R3 Consultant (Abigail Abrash Walton)	\$155 per hour
R3 Senior Manager (Susan Collins, Heidi Sanborn)	\$145 per hour
R3 Manager (Myriam Arce)	\$135 per hour
R3 Associate II	\$110 per hour
R3 Associate I (Carrie Baxter, Anthony DeLoney)	\$80 per hour
R3 Administrative Support	\$65 per hour
EPC Principal (Richard Gertman)	\$145 per hour
EPC Project Staff (Tracie Bills, Majia McDonald)	\$110 per hour
EPC Support Services	\$75 per hour
CWA Principal (Jim Greco)	\$125 per hour

Reimbursable Expenses

Consultants/Subcontractors	Cost
Lodging and meals	Cost
Travel – Private or company car	\$0.585 per mile, or as adjusted by the IRS
Travel – Other	Cost
Delivery and other expenses	Cost

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Payments

Unless otherwise agreed in writing, fees will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the date of the invoice.

Key Project Team Members

Richard Tagore-Erwin

Mr. Tagore-Erwin's is a Principal with R3 Consulting Group. His project work encompasses all aspects of solid waste management and environmental consulting. Over the past 20 years, Mr. Tagore-Erwin has conducted over 100 solid waste projects for a variety of public agencies throughout California and Arizona. His solid waste planning projects have encompassed developing Universal Waste management options for the CIWMB, preparing COIWMPs, AB 939 plans, waste reduction plans, "Buy-Recycled" plans, business and strategic plans, and feasibility studies for developing Eco-Industrial Parks. Mr. Tagore-Erwin has also administered hauler monitoring and reporting programs, conducted competitive procurement of solid waste services, and managed performance audits and financial reviews. He routinely conducts public workshops and participates in Board of Supervisor and City Council hearings.

Prior to his work as a municipal management consultant, Mr. Tagore-Erwin was a Senior Consultant to the California Legislature where he was instrumental in development of many of California's solid waste management laws, including AB 939, recycled content requirements, used oil recycling requirements, and labeling of rigid plastic containers. He also has served on several national panels on sustainability. Mr. Tagore-Erwin holds both a Bachelor and Master of Arts Degree in Political Science, and is a certified meeting facilitator. **Mr. Tagore-Erwin will serve as the Project Manager and will be actively involved in all Tasks.**

Ric Hutchinson

Mr. Hutchinson is a Principal with R3 Consulting Group and is a Florida Certified Public Accountant with more than 30 years of experience in the fields of accounting, auditing, and financial and management consulting for state and local governments. He has an extensive background in performing rate audits and providing financial analysis, in addition to procurement of solid waste collection and recycling services, and preparation of solid waste and construction and demolition ordinances. Mr. Hutchinson recently completed financial analysis and modeling projects for El Dorado County, California and the California Cities of Dublin, Santa Rosa, San Jose, Citrus Heights and Rancho Cordova. Mr. Hutchinson holds a Bachelor of Arts Degree in Accounting. **Mr. Hutchinson will be involved in developing model franchise agreement language and providing implementation cost estimates as part of Task 3.**

William Schoen

Mr. Schoen is a Principal with R3 Consulting Group and is an engineer with more than 20 years of solid waste operational and consulting experience. He has managed recycling and landfill operations and assisted numerous jurisdictions with the review and assessment of both

FEES AND PAYMENT SCHEDULE

municipally operated and franchised solid waste management systems. His primary expertise lies in the areas of solid waste operations and financial analysis. Mr. Schoen has reviewed the performance of numerous municipal and private sector solid waste management operations including divisions of Waste Management, BFI, Republic Services and other regional and local solid waste management services providers. He has also managed numerous rate reviews of private sector service providers for the contracting entities and assisted municipal operations with the development of financial rate models. He is currently managing our performance review of the City of Tacoma's Solid Waste Management Division, and was the lead operations analyst for our recent performance reviews for the cities of San Bernardino and San Leandro franchised solid waste collection operations. Mr. Schoen holds a Bachelor of Science Degree in Bioengineering. ***Mr. Schoen will assist on Tasks 1-4.***

Susan Collins

Ms. Collins is a Senior Manager with R3 Consulting and has specialized in consulting to over 70 public agencies in California on solid waste, recycling and sustainability issues for 19 years. She has given testimony at public hearings, conducted public workshops, and served on four CIWMB advisory groups. Ms. Collins has also given recycling technical assistance to businesses, has conducted research on the design of residential and commercial diversion programs to discover program characteristics that lead to the highest diversion percentages, and has presented five papers on this topic at conferences.

Ms. Collins was the lead researcher and author on the Market Impact Assessment for Conversion Technologies for the CIWMB. She is currently beginning new projects that encourage Extended Producer Responsibility. She has given multiple presentations on municipal sustainability programs in California since 1993. She currently serves on the Board of Directors of the California Resource Recovery Association (CRRRA), as the Governmental Affairs Liaison. ***Ms. Collins will assist on Task 3.***

Myriam K. Arce

Ms. Arce is a Manager with R3 Consulting and has seven years of professional consulting experience in the fields of environmental planning and municipal solid waste management. Her consulting work encompasses a variety of projects from grant preparation and administration for used motor oil, sharps and U-waste collection and recycling programs, and Extended Producer Responsibility (EPR); to planning and implementation of numerous waste reduction and recycling programs. In addition, Ms. Arce has prepared AB 939 planning documents on behalf of municipal clients, including New Base Year studies, Waste Generation Studies, Source Reduction and Recycling Elements, Household Hazardous Waste Elements and Non-Disposal Facility Elements. She has also assisted with administration of competitive procurements of solid waste and recycling programs, the implementation and monitoring of solid waste collection contracts, and performed financial reviews and regional rate surveys. Ms. Arce holds a Bachelor of Science Degree in Conservation and Resource Studies from the University of California, Berkeley. ***Ms. Arce will assist on Tasks 2 and 3.***

EXHIBIT "B"

FEES AND PAYMENT SCHEDULE

Heidi Sanborn

Ms. Sanborn has over 16 years of consulting and public sector solid waste management experience. As Technical Advisor to the Chair of the California Integrated Waste Management Board, Ms. Sanborn led efforts to increase assistance to local governments in achieving the 50% diversion mandate. Ms. Sanborn worked as the Project Consultant for the National Paint Product Stewardship Initiative and as a Senior Manager at R3 she managed a variety of projects including base year studies, waste audits and coordination of U-waste and sharps management grants for jurisdictions.

Ms. Sanborn is currently serving as the Executive Director of the California Product Stewardship Council. Ms. Sanborn holds a Master of Public Administration from the University of Southern California and a Bachelor of Arts Degree in Political Science – Public Service, with an emphasis on environmental policy, from the University of California at Davis. ***Ms. Sanborn will assist on EPR policy as part of Task 3.***

Jim Greco

Jim Greco, Principal of California Waste Associates, is an engineer with more than 33 years of experience in the solid waste management field. Mr. Greco has been involved in numerous projects for municipal clients that have included the development of comprehensive diversion programs. Mr. Greco is very familiar with the local conditions in Marin County and conducted two significant engagements for the JPA in the late 1990's; a comprehensive solid waste management program review regarding meeting and exceeding the CIWMB's 50 percent diversion requirement and a waste characterization study. ***Mr. Greco will assist on Tasks 2-4 focused on development of disposal and diversion data, and evaluating existing programs.***

Richard Gertman

Richard Gertman, Principal of Environmental Planning Consultants, has extensive experience both analyzing and procuring systems to achieve diversion rates beyond 50 percent. Mr. Gertman co-authored "Single Stream Recycling Best Practices Manual and Guide" and assisted the Town of Portola Valley with procuring a solid waste management system that increased diversion rate from 30 percent to more than 75 percent. ***Mr. Gertman will assist on Task 2-5 with a focus on evaluating program options.***

Abigail Abrash Walton

Abigail Abrash Walton, Principal of Action Works, is on faculty at Antioch University New England's (ANE) Department of Environmental Studies. She chairs ANE's Sustainability and Social Justice Committee, which recently completed the schools first ever Social Justice Audit which inventoried greenhouse gas emissions, setting a target of 2020 for ANE to achieve carbon neutrality. She is currently working with ANE senior management and others to implement the audit Action Plan. ***Ms. Abrash Walton will serve in a primary / advisory role related to the Zero Waste Plan sustainability components as part of Task 3.***

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
George Rodericks

October 30, 2008

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Michael Frost

Fairfax:
Michael Rock

Re: Novato Household Hazardous Waste Grant

Larkspur:
Jean Bonander

In the budget for FY 08-09, the JPA allocated funds for the sixth year to Novato Sanitary District to augment Novato's Household Hazardous Waste Program. The Novato Sanitary District accepted the \$33,503 grant at their September 22, 2008 meeting.

Mill Valley:
Ann Montgomery

At the October 22, 2008 meeting, your Executive Committee reviewed the Novato Household Hazardous Waste Grant and recommended this Board approve and authorize the JPA Chair to sign the grant contract with Novato Sanitary District.

Novato:

Ross:
Gary Broad

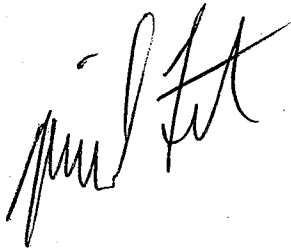
Attachment

San Anselmo:
Debbie Stutsman

San Rafael:
Ken Nordhoff

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran



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Marin County Hazardous and Solid Waste Management Joint Powers Authority Household Hazardous Waste Grant Agreement

This Agreement is made and entered into this 30th day of October 2008 by and between the Marin County Hazardous and Solid Waste Management Joint Powers Authority, hereinafter referred to as "JPA" and Novato Sanitary District, hereinafter referred to as "DISTRICT."

RECITALS

Whereas DISTRICT has requested a grant to aid in Household Hazardous Waste services, and

Whereas JPA has determined that it has the capacity to award a grant to DISTRICT for assistance to DISTRICT in providing a household hazardous waste program for DISTRICT, and

Whereas in consideration of JPA awarding said grant to DISTRICT, DISTRICT agrees to provide household hazardous waste services and education to the residents of Novato Sanitary District as set forth below; and

Whereas DISTRICT warrants that it is qualified and competent to render the aforesaid services; and

Whereas the parties agree that the award of this grant does not constitute any kind of precedent for future actions on the part of the JPA; and

NOW THEREFORE and in consideration of the agreements made herein, the parties agree as follows:

1. SERVICES

District agrees to provide all the services described in Exhibit A attached hereto and by this reference made a part hereof.

2. GRANT

JPA hereby grants to DISTRICT that amount as set forth in Exhibit B, which is attached hereto and incorporated herein by reference, for the purpose of assisting DISTRICT in its collection of household hazardous wastes.

3. AVAILABILITY OF FUNDS

The JPA's obligations under this contract are contingent upon and subject to the availability of funds for this grant.

4. TIME OF PAYMENT

Payment of grant funds shall be made within the timeframe of January 1, 2009 and June 30, 2009. The timing of payment shall be within the discretion of the JPA, depending upon revenue availability.

5. PERFORMANCE TIME

All the work required to be done pursuant to the award of this grant, shall be completed and ready for submittal no later than June 30, 2009.

6. NON-DISCRIMINATORY CONDUCT

DISTRICT shall not unlawfully discriminate against any individual based upon race, color, religion, nationality, sex, sexual orientation, age or condition of disability in any activity related to use of funds under this grant.

7. INSURANCE

DISTRICT shall maintain a commercial general liability insurance policy in the amount of One million dollars (\$1,000,000.00). Where the services to be provided under this Agreement involve or require the use of any type of vehicle by DISTRICT in order to perform the services, DISTRICT shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of at least One million dollars (\$1,000,000.00). Said policies shall remain in force through the term of this Agreement and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The JPA shall be named as an additional insured on the commercial general liability policy. The insurer shall supply a certificate of insurance with endorsements signed by the insurer, evidencing such insurance to JPA prior to commencement of activities pursuant to this Agreement, and said certificate with endorsement shall provide for ten (10) days advance notice to JPA of any termination or reduction in coverage.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the agreement.

8. LICENSING AND PERMITS

DISTRICT shall maintain the appropriate licenses and/or permits, if any, that are required and applicable to activities related to this agreement.

9. TIME OF AGREEMENT

This agreement shall commence on date Agreement is entered into on first page, and shall terminate on June 30, 2009.

10. RIGHT OF REVIEW AND AUDIT

JPA shall have the right to review the books and records related to the activities that are the subject of this agreement and maintained by DISTRICT, upon reasonable notice to DISTRICT. Reasonable notice shall be defined as two business days.

11. TERMINATION

If DISTRICT fails to provide the Household Hazardous Waste services described in Exhibit A, or otherwise fails to comply with the terms of this Agreement, the JPA may terminate this Agreement by giving thirty calendar days notice.

12. RELATIONSHIP BETWEEN THE PARTIES

It is expressly agreed that in the performances of services related to this Agreement, DISTRICT and the agents and employees thereof, shall act in an independent capacity from the JPA and not as officers, employees or agents of the JPA.

13. AMENDMENT

This Agreement may be amended or modified only by written agreement of all parties.

14. JURISDICTION AND VENUE

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in MARIN County, California.

15. INDEMNIFICATION

DISTRICT agrees to indemnify, defend, and hold JPA harmless from any and all liabilities including, but not limited to, litigation costs and attorneys fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of DISTRICT's activities related to this Agreement.

16. COMPLIANCE WITH APPLICABLE LAWS

DISTRICT shall comply with any and all federal, state and local laws related to the activities covered by this Agreement.

17. NOTICE

This Agreement shall be managed and administered on JPA's behalf by and all notices shall be given to JPA at the following location:

Marin County Department of Public Works, Waste Division
Attention: Michael Frost, Deputy Director
PO Box 4186
San Rafael, CA 94913

Notices shall be given to DISTRICT at the following address:

Beverly James, General Manager
Novato Sanitary District
500 Davidson Street
Novato, California 94945

18. INTEGRATION CLAUSE

This Agreement constitutes the entire and exclusive Agreement among the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date first above written.

APPROVED BY
**MARIN HAZARDOUS AND SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY:**

By: _____
CHAIR

NOVATO SANITARY DISTRICT:

By: Beverly B. James
Name: Beverly B. James
Federal Tax I.D.# 94-6024067
Telephone No. 415-892-1694

EXHIBIT "A"

GRANT SERVICES TO BE PROVIDED

BY DISTRICT

Grant funds shall be used only to supplement or expand Novato Sanitary District's Household Hazardous Waste program by providing permanent collection opportunities, with corresponding and effective publicity campaigns. Activities should complement Marin's Regional Household Hazardous Waste Program.

REPORTING

The DISTRICT shall submit to JPA Staff no later than April 7, 2009, a Progress Report detailing a full accounting of grant expenses and activities incurred to date. Additionally, a Final Report shall be submitted to JPA Staff no later than June 30, 2009. These reports shall minimally include the following information:

- A description of how JPA grant funds were used to supplement and further the DISTRICT's existing program.
- An evaluation of the programs goals and objectives.
- A detail of the Grant budget, including an expenditure itemization.
- Volume of material collected (recycled and disposed).
- Program residential participation rates.
- CESQG (Conditionally Exempt Small Quantity Generator) participation rates.
- Public awareness activities.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO DISTRICT

GRANT TERM

The term of the grant shall commence on date Agreement is entered into on first page, and shall terminate on June 30, 2009. All costs must be incurred during the grant term.

GRANT FUNDING

Grant funds shall be used only to supplement or expand Novato Sanitary District's Household Hazardous Waste program by providing permanent collection opportunities, with corresponding and effective publicity campaigns. Activities should complement Marin's Regional Household Hazardous Waste Program.

ELIGIBLE COSTS

All costs must be directly related to the development and/or management of the approved grant project. Such costs may include materials, services, equipment, and facilities that increase opportunities for the proper collection and management of unwanted household hazardous products provided that they are reasonable, cost-effective, and focused on local and/or Marin County Regionwide needs.

PAYMENT OF GRANT FUNDS

Grant funds totaling thirty-three thousand five hundred three dollars (\$33,503) will be paid between January 1 and June 30, 2009, as JPA revenue become available. Additionally, notwithstanding any other provisions of this agreement, the JPA's obligations under this Contract are contingent upon and subject to the availability of funds for this grant.

