

MARIN COUNTY HAZARDOUS & SOLID WASTE
MANAGEMENT JOINT POWERS AUTHORITY

EXECUTIVE COMMITTEE MEETING

Thursday, October 25, 2012
Marin Municipal Water District
220 Nellen Avenue, Corte Madera

Alex Soulard
DPW

9:00 AM -9:30 AM

AGENDA

1. Call to Order

Regular Agenda

2. Approval of Executive Committee Minutes from April 26, 2012. (Action)
3. Update on HHW Facility Operations from San Rafael Fire Department (Oral Report)
4. Updated Staffing Contract with County. (Action)

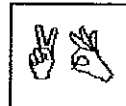
Consent Calendar

5. Zero Waste Grants Special Project Fund Roll Forward. (Action)
6. New Hauler/Facility Representative to Local Task Force (Action)
7. Contract with Zun Zun for School Assemblies (Action)

End Consent Calendar

8. Open Time.
9. Staff Report on Recent and Ongoing Activities.
10. Next scheduled JPA Board Meeting to be held: TBD.
11. Adjourn.

The full agenda including staff reports can be viewed at
www.zerowastemarin.org/who-we-are/2012-jpa-agendas-and-minutes-2/



All public meetings and events sponsored or conducted by the County of Marin are held in accessible sites. Requests for accommodations may be requested by calling (415) 473-4381 (voice) (415) 473-3232 (TTY) 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 473-6647 for more information

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

Executive Committee
Thursday, April 26, 2012
Marin Municipal Water District
220 Nellen Ave, Corte Madera

MINUTES**MEMBERS PRESENT**

George Rodericks, Belvedere (Chair)
Nancy Mackle, San Rafael
Matthew Hymel, County of Marin
Michael Rock, Fairfax
Michael Frank, Novato

STAFF PRESENT

Michael Frost, JPA Staff
Alex Soulard, JPA Staff
Steve Devine, JPA Staff
Kiel Gillis, JPA Staff

OTHERS PRESENT

Neil Roscoe, Marin Sanitary Svc.
Kim Scheibly, Marin Sanitary Svc.
Steve Rosa, Marin Sanitary Svc.
John Lippitt, San Rafael Fire
Courtney Bell, San Rafael Fire
Andy Campbell, Renew Computers
Adam Politzer, Sausalito
Dan Schwarz, Larkspur
Jim McCann, Mill Valley
Linda Dahl, Marin County Parks
David Green, JPA LTF
Jon Elam, Tamalpais CSD

Call to Order

The Executive Committee meeting came to order at 09:05AM.

1. Approval of Executive Committee Minutes from October 27, 2011

M/s Frank, Hymel to approve the October 27, 2011 Executive Committee minutes. The motion passed unanimously.

2. FY 12-13 Budget Process, Budget Sub-Committee Recommendation and Fee Schedule

Staff reported on the FY 12-13 Budget process, which included three budget centers (Administration, Household Hazardous Waste, and Zero Waste) and included the Budget Sub-Committee recommendation and fee schedule. Staff report on a 61% reduction of waste entering Redwood Landfill largely due to Sonoma County waste going elsewhere which resulted in a shift in costs to most local haulers. Staff reported that an option to include \$50,000 in the Administration budget had been included in the budget package for development of a model single use bag ordinance and associated CEQA analysis. However, Staff noted that the Budget Sub-Committee had not endorsed the allocation, but agreed it should be brought before the Executive Committee for consideration. Mr. Hymel requested clarification on the proposed \$50,000 administration allotment. Staff noted that the \$50,000 amount was developed based on the experience of the West Contra Costa JPA retaining a contractor for similar work. Mr. Elam expressed concern regarding the JPA having to fund an environmental review for a bag ordinance, but noted that the JPA is the best candidate to develop and promote an ordinance. He asked if the Zero Waste Grants or another funding source could be earmarked for the ban as well. Staff responded by noting that many of the JPA Member Agencies are interested in instituting a plastic bag ban yet are waiting for the results of the pending lawsuits, except the County and Town of Fairfax that already have approved bans. Ms. Mackle noted that the benefit of coordination of environmental review by the JPA makes adoption of bag bans by each member agency more efficient. Mr. Green expressed concern with the contingency reserve portion of the proposed JPA budget. Staff and Mr. Rock identified past issues with market volatility that made the reserves necessary. Mr. Hymel also noted mid-year cost overruns which called for expenditure reductions to be made in Household

Hazardous Waste Facility operations. Mr. Roscoe provided a statement from Marin Sanitary Service in response to information presented in the Agenda Report, noting that the HHW facility is operating within budget. Returning to the issue of a single use bag ordinance, Mr. Frank asked if the JPA should postpone action until more clarity on a possible statewide bag ban is available and questioned whether the funding would be an optional 6.2 or a required 6.1 program. Staff stated the JPA would need to make that determination. Mr. Hymel proposed having the Marin County legal staff provide a review of the pending bag ban litigation, both locally and statewide. Staff also noted that if the funding was not approved as part of the normal FY 12-13 budget, a mid-year adjustment would be necessary and that no matter what, the JPA as the lead agency on the bag analysis could potentially be named in a lawsuit. M/s Mackle, Rock to remove the \$50,000 ban analysis funds from the proposed FY 12-13 budget with the understanding that other funding options may be available and form a subcommittee to explore a single use bag ordinance coordinated by the JPA. The subcommittee will consist of Ms. Mackle and Mr. McCann. The motion passed unanimously.

3. Bulb and Battery Contract Signature Authority

No Public comment was received. M/s Rock/ Hymel to recommend the JPA Board authorize the Chair signature authority to enter into an HHW service contract, not to exceed \$40,000, pending budget approval. The motion passed unanimously.

4. Bulb and Battery Program Retail Agreement Signature Authority

No Public comment was received. M/s Rock/ Hymel to recommend the JPA Board authorize the Executive Director to enter into Retail Agreements with the participating Bulb & Battery retail locations. The motion passed unanimously.

5. Audit and Financial Statements for Year Ending June 30, 2011

No Public comment was received. M/s Rock/ Hymel to recommend the JPA Board accept the financial statements and auditors report for year ending June 30, 2011. The motion passed unanimously.

6. Open Time

No public comment was received.

7. Staff Report on Recent and Ongoing Activities

Staff provided a report on recent and ongoing activities, which included; Staff coordination of a home composting workshop and raffled off a free compost bin at the event, the County of Marin partnered with Conservation Corps North Bay to provide eco-station recycling bins and staff at the Marin Earth Day Festival on April 21st through use of the FY 10-11 Zero Waste Grant Funds, and staff will make a presentation on the JPA funded Sharps Program at the Extended Producer Responsibility workshop taking place on May 11 hosted by Marin Sanitary Service. Staff reminded members that the FY 11-12 Zero Waste Grant Applications are due May 15th, FY 10-11 Zero Waste Grant Final Reports are due May 30, and Staff is available should Grant recipients have questions.

8. Next scheduled JPA Board Meeting to be held on Thursday, May 24, 2012

9. Adjourn.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Vacant

Date: October 25, 2012

Corte Madera:
David Bracken

To: Executive Committee Members

County of Marin:
Matthew Hymel

From: Michael Frost, Executive Officer

Fairfax:
Judy Anderson

Re: Update on HHW Facility Operations from San Rafael Fire Department

Larkspur:
Dan Schwarz

The City of San Rafael and the Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) sponsor the Marin Household Hazardous Waste (HHW) Facility. Marin Resource Recycling & Resource Recovery Association works in partnership with these agencies to provide households and businesses who are Conditionally Exempt Small Quantity generators in Marin County (except Novato) with safe hazardous waste disposal.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Deputy Fire Marshall John Lippitt from the City of San Rafael will provide the Board with an oral update on the attached Marin Household Hazardous Waste Facility – Fiscal Year 2011-12 Report.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

Recommendation:

Receive oral report from San Rafael Fire Department.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Attachment.

Tiburon:
Margaret Curran



Marin Household Hazardous Waste Facility

Fiscal Year 2011-12 Report

Introduction

Fiscal Year 11-12 saw many changes to the Household Hazardous Waste (HHW) Program. Captain Bradley Mark retired at the end of FY 10-11, John Lippitt stepped in as the new Environmental Program Manager for FY 11-12, and in December, Courtney Bell was hired as the new Environmental Management Coordinator.

In January, the Amended Hazardous Waste Collection Program Agreement, the Amended Hazardous Waste Program Funding Agreement, and the Resolution Approving Amended Conditionally Exempt Small Quantity Generator (CESQG) Regulatory Fees were approved by City Council. These agreements and resolutions were updated to represent the current HHW program, defined responsibilities between the City and the program partners, tightened reporting requirements, excluded overtime pay, outlined a new Universal Waste Pick-Up Program, and detailed new fees for CESQGs.

In May, we found the opportunity to switch from Alameda County Computer Resource Center (ACCRC) to the local Renew Computers to handle our e-waste. Renew Computers pays us a higher rate for our material, has a higher percentage of reuse, and is a local company so our waste doesn't have to travel as far, supports local business, and our reuse items benefit our own community.

The HHW Facility received an updated Hazardous Materials Business Plan to reflect the new layout of the facility as well as an amended Operations Plan and Facility Manual to reflect current practices.

We held two West Marin Toxic Away Days this year; one in Woodacre in October and another in Point Reyes Station in May. The Point Reyes Station event was a huge success and all 40 appointments were filled a week before the event.

Marin Recycling and Resource Recovery Association (MRRRA) has hired a new HHW Coordinator, Kathy Wall, to focus on the new pilot Household Universal Waste Pick-Up Program (HUWPUP) which launched in July of 2012. We worked very closely with MRRRA employees Kathy Wall, Jennifer Grenier, and Kim Scheibly for months to prepare for the pick up program. Through our collaboration, we have established a stronger working relationship with MRRRA which has created a better and more efficient HHW program.

Most importantly, and as a result of all of the actions described above, the HHW Facility came in \$9,494 under budget at the end of the fiscal year. Building on that success, the FY 2012-13 budget was approved with no increase for the HHW Facility and a 10% reduction in the City's allocation.

Program Overview

The HHW Program is a combination of HHW services provided at the Marin HHW Facility and at West Marin Toxic Away Days. Residents of Marin County, excluding Novato, are able to drop off their HHW at the facility or at the events for free. CESQGs are able to schedule a drop off appointment with the Marin HHW Facility only and can drop off their waste for a fee.

The facility offers a reuse area where like-new products are available for residents and businesses to take for free. The reuse area is open to the public during facility hours. Additionally, Renew Computers collects our e-waste from the facility and reuses as much as they can to benefit the local community.

Household battery collection bins are conveniently located at fire stations and select businesses across Marin County. These bins are only to be used by households and the batteries are then brought to the Marin HHW Facility, free of charge. Also, approved SHARPS containers continue to be accepted at the Marin HHW Facility.

The following table is a brief summary of the amount of people who took advantage of the County's HHW Program and the amount of waste that was collected in FY 2011-12.

HHW Facility and Event Summary

Pounds of HHW Collected at Facility	Household Participants	CESQG Participants	West Marin Events	Pounds of HHW Collected at Woodacre	Pounds of HHW Collected at Pt. Reyes	Woodacre Participants	Pt. Reyes Station Participants
1,494,615	23,978	402	2	595	6,574	6	45

Budget

Financially, Fiscal Year 2011-12 was a great success. As confirmed with an audit performed in August 2012 by Chiao, Smith, McMullin & McGuire, MRRRA ended the year by being \$9,494 under budget. Similarly, the Fire Department completed the year as budgeted.

MRRRA's under-budget accomplishment is largely due to the HHW Facility being open five days a week instead of six and the elimination of overtime. The audit detailed some overtime charges in May and June that were reimbursed in the August 2012 Invoice.

Temporary HHW Events 2011/2012 Expenses

<u>Expense Item</u>	<u>Actual</u>
<u>Labor Costs</u>	
Woodacre	\$ 1,350.00
Pt. Reyes Station	\$ 1,755.00
LABOR COST SUBTOTAL	\$ 3,105.00
<u>Disposal Costs</u>	
Woodacre	\$ 1,082.50
Pt. Reyes Station	\$ 5,818.30
DISPOSAL COST SUBTOTAL	\$ 6,900.80
<u>Supply Purchase Costs</u>	
Woodacre	\$ 1,102.00
Pt. Reyes Station	\$ 1,544.00
SUPPLY PURCHASE COST SUBTOTAL	\$ 2,646.00

GRAND TOTAL:	\$ 12,651.80
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HHW Facility 2011/2012 ACTUAL RESULTS

<u>Expense Item</u>	<u>Actual</u>
Classified Personnel	\$ 245,481.01
Overtime Pay	\$ 6,765.51
Holiday Pay	\$ 4,941.68
Vacation	\$ 15,653.54
Group Life/Health Insurance (was 8128)	\$ 44,046.34
Worker's Compensation	\$ 35,804.03
Retirement	\$ 7,925.22
Payroll Taxes	\$ 22,237.62
PERSONNEL SUBTOTAL	\$ 382,854.95
Legal and Professional	\$ 29,120.00
Travel & Conference	\$ 140.76
Training Instruction & Medical Examinations	\$ 1,606.10
Rental/Land (excluded from op ratio effective 3/1/2012)	\$ 46,216.80
Equipment Rental/Repair	\$ 4,404.02
Waste Disposal Costs	\$ 454,296.02
Insurance & Surety Bonds	\$ 4,133.66
Admin. Allocation	\$ 52,662.14
Office Supplies	\$ 939.88
Clothing & PPE Supplies	\$ 41,121.63
Miscellaneous Supplies & Materials	\$ 131,367.91
NON-PERSONNEL SUBTOTAL	\$ 766,008.92
Operating Ratio	\$ 120,598.97
TOTAL:	\$1,269,462.84
Rental/Land	\$ 27,508.00
BOP Grant Monies	\$ (19,358.91)
CESQG Monies	\$ (58,588.21)

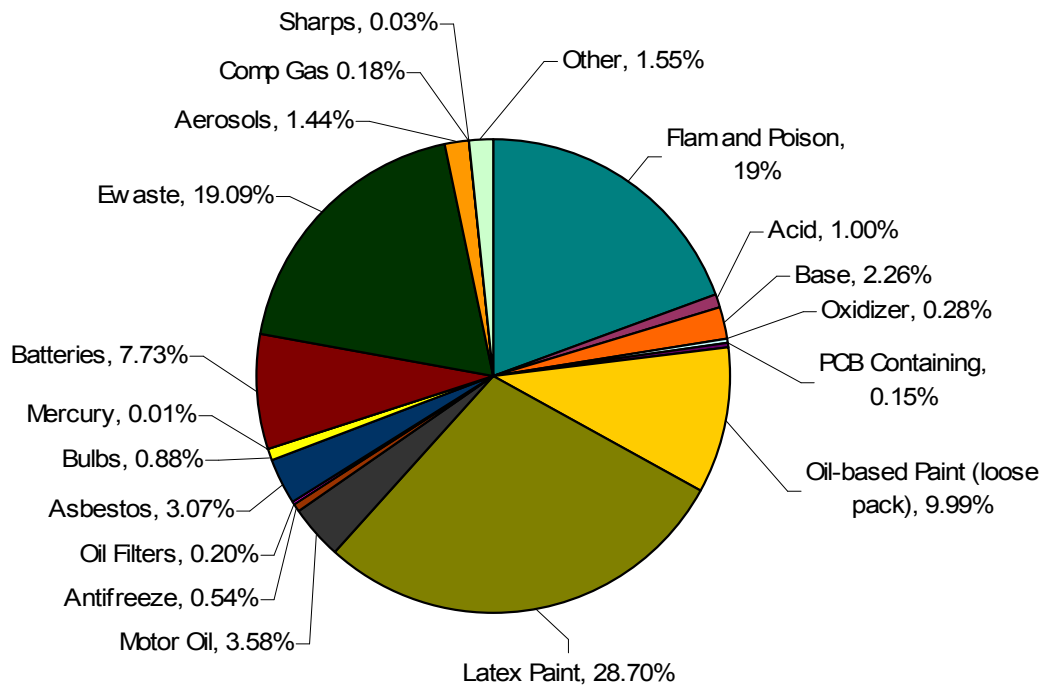
GRAND TOTAL: \$1,219,023.72

Budget for FY 2011-12	\$1,228,518.00
Under Budget	\$ 9,494.28

Waste Analysis

The following waste totals include the Toxic Away days. The oil-based paint category does not include paint that has been bulked with other flammable liquids. Paint accounts for almost 40% of our HHW even after excluding the bulked oil-based paint.

HHW Program Waste Totals by Type in Percent

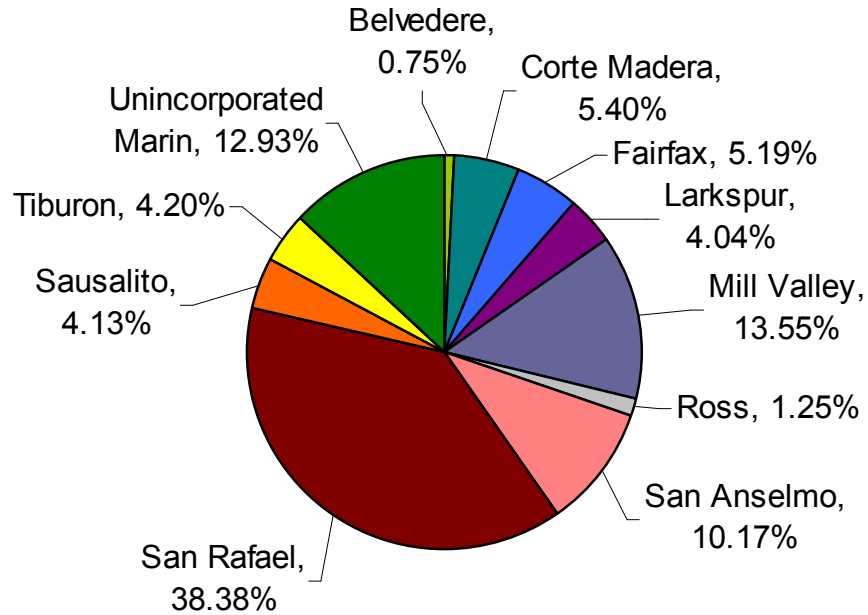


HHW Program Waste Totals by Type in Pounds

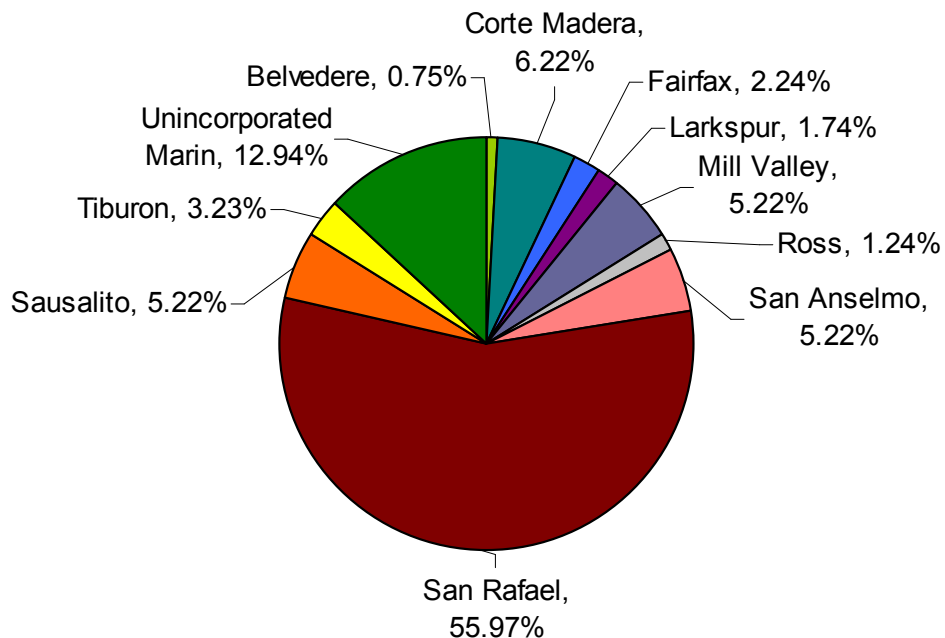
Waste Type	Pounds	Waste Type	Pounds
Flammable and Poison	290,155	Oil Filters	3,036
Acid	14,950	Asbestos	46,160
Base	33,962	Fluorescent Tubes	13,165
Oxidizer	4,274	Mercury	80
PCB Containing	2,200	Batteries	116,103
Latex Paint	430,950	E-Waste	286,672
Oil-Based Paint (loose pack)	150,050	Aerosols	21,591
Motor Oil	53,740	Compressed Gas	2,661
Antifreeze	8,045	Other	23,350
Sharps	525		
Total:		1,501,669	

Participation Percentage by Jurisdiction

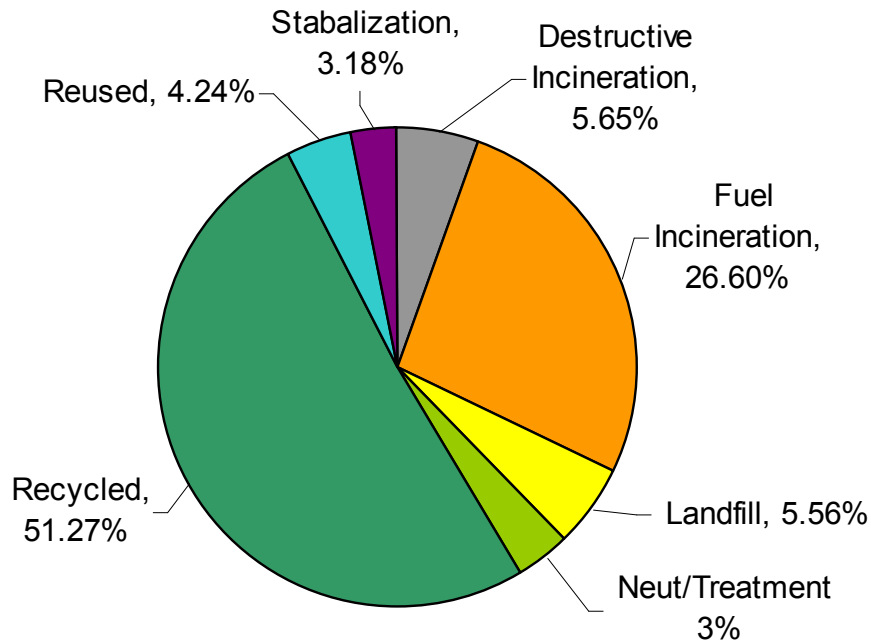
Households



Conditionally Exempt Small Quantity Generators (CESQG)



Destination Method



There are two types of incineration: destructive and fuel. The goal of destructive incineration is to simply destroy the material. During fuel incineration, energy is recovered through the burning process and sometimes material will also be recovered.

During neutralization/treatment, the pH of the waste is chemically adjusted to remove the hazard.

Stabilization is a "treatment where waste is chemically stabilized into a solid or semi-solid state such that it no longer exhibits hazardous characteristics and can be managed as non-hazardous waste." – CalRecycle, Department of Resources

It is encouraging to see that 51% of our HHW is recycled and 26% is used to harvest energy. However, our real goal is to increase our reuse percentage which should begin in FY 2012-13 with the introduction of PaintCare and our new contractors, Renew Computers.

Summary

This year, the HHW Program collected 263,546 more pounds of waste than during FY 2010-11, a 21% increase. The collection of latex paint alone increased this year by 65%. This could be due to changes in reporting or changes in our contractors, but it could also just be an increasingly successful program. If our numbers continue to rise during FY 2012-13, a budget increase may be necessary.

In looking forward to FY 2012-13, we will see a continuation of changes and improvements. The HHW Program recently launched the pilot Household Universal Waste Pick-Up Program in San Rafael and Fairfax. With this program, we hope to target residents who find it difficult to make it out to the Marin HHW Facility. The Pick-Up Program was designed to pay for itself with a \$25 service fee per pick-up and we will assess the pilot periodically throughout its first year.

Another big change for FY 2012-13 will be the introduction of PaintCare around the first of January. PaintCare was a major consideration during FY 2012-13's budget negotiations and is expected to save the HHW Program thousands of dollars. The new program is also expected to increase our reuse rate, as 12% of the Facility's latex paint went to the landfill in FY 2011-12.

The Fire Department will also continue to work closely with the HHW Team at MRRRA to improve the HHW Program by making it more efficient and accurate. This includes improving our accounting to assure that all HHW related revenue benefits the HHW Program. Additionally, this means improving our reporting requirements to provide more accurate annual reports to the State as well as creating service agreements with all of our new and existing contractors. MRRRA has already completed agreements with its sister company, Marin Sanitary Service and Mill Valley Refuse Service for the Household Universal Waste Pick-Up Program. They are currently working on contracts with Philips Services Corp, Renew Computers, Barnett Medical Services, Evergreen Oil, and Custom Alloy Scrap Sales, Inc (CASS). The Fire Department is also looking into finding a contractor to handle any abandoned explosives or ammunition that may end up at the HHW Facility.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Vacant

Date: October 25, 2012

Corte Madera:
David Bracken

To: Executive Committee Members

County of Marin:
Matthew Hymel

From: Michael Frost, Executive Officer

Re: Updated Staffing Contract with County



Fairfax:
Judy Anderson

At the May 24, 2012 Board meeting, the Board accepted the JPA audit report and financial statements for the year ending June 30, 2011 prepared by John Maher CPA. In Mr. Maher's report he recommended a new contract be executed between the JPA and County of Marin to reflect the current arrangement between the parties. The JPA staff report noted that Staff agreed with Mr. Maher's recommendation and agreed to take on that task in this current fiscal year. The current contract between the JPA and County of Marin was approved in 1995 as a one year contract and has been extended each fiscal year since by both parties.

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

Novato:
Michael Frank

The goal of the new contract is to keep the format of the previous agreement and to document current practices. Highlights of the agreement are that the JPA annual budget is the controlling document that will identify specific programs and contracts to be funded. This agreement with the County of Marin for staff and associated rent is for a set contract amount that is established and affirmed during each annual budget. The proposed contract will expire June 30, 2020, with provisions to extend by mutual agreement, or cancel by either party with 180 days written notice.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

The Marin County Counsel Office is acting as legal counsel for both the JPA and the County of Marin in this agreement. The contract was approved to form by two Deputy County Counsels. Nancy Grisham reviewed and signed as the JPA's Attorney, and Mari-Ann Rivers reviewed and signed as legal counsel for the County of Marin.

Tiburon:
Margaret Curran

As noted above, the goal of this new agreement is to document current practices. The annual budget will remain the controlling document for future programs and contracts. After the new contract is approved by your Committee and the JPA Board, it will be forwarded to the County of Marin Board of Supervisors for final ratification.

Recommendation:

Adopt a Motion to review and approve the attached contract between the JPA and County of Marin for staff services and associated rent for staff work, and forward your recommended approval to the full JPA Board for final approval.

Attachment.

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AGREEMENT

THIS AGREEMENT, regarding staff services for Waste JPA is made and entered into this ____ day of _____ 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 _____

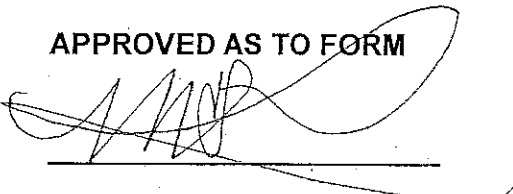
President of the Board of Supervisors

APPROVED AS TO FORM:



County Counsel

APPROVED AS TO FORM



County Counsel

MARIN COUNTY HAZARDOUS AND SOLID
WASTE JOINT POWERS AUTHORITY

By _____
Chair

EXHIBIT A

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 Tamalpais, 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

Samuel Sewart

CITY OF MILL VALLEY

Date May 23, 1996

By

John L.

CITY OF NOVATO

Date 4/23/96

By

Pat Klund Mayor Pro Tem

CITY OF SAN RAFAEL

Date 5/22/96

By

John D. Roy

CITY OF SAUSALITO

Date 6/6/96

By

Willie R.

TOWN OF CORTE MADERA

Date 5/7/96

By

Norman M. Richardson

TOWN OF FAIRFAX

Date 5/22/96

By

James W.

TOWN OF ROSS

Date 6/13/96

By

Kelley L.

TOWN OF SAN ANSELMO

Date 5-23-96

By

Beth B.

TOWN OF TIBURON

Date 4/8/96

By

Nicky W.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Vacant

Date: October 25, 2012

Corte Madera:
David Bracken

To: Executive Committee Members

County of Marin:
Matthew Hymel

From: Michael Frost, Executive Officer

Fairfax:
Judy Anderson

Re: Zero Waste Grants Special Projects Fund Roll Forward

Larkspur:
Dan Schwarz

The County of Marin is the JPA's treasury agent and accounts for the JPA Zero Waste Grant Program in a "Special Project." Per County Department of Finance requirements it is necessary for the JPA to:

Mill Valley:
Jim McCann

- 1) Authorize the carry forward into the Zero Waste Grant Special Project the unspent fund balance (unclaimed grants and funds remaining on account for grantees who spent less than their full awards) from the first year of zero waste grant program (FY 10/11) to the current Fiscal Year (FY 12/13) (\$87,247.52) and,

Novato:
Michael Frank

- 2) Authorize the carry forward of the zero waste grant program allocation for FY 11/12 (\$250,000) in the same Special Project account.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

The combination of these two actions will result in a combined total of \$337,247.52 becoming available in the current Fiscal Year.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Recommendation:

Tiburon:
Margaret Curran

Adopt a Motion authorizing your Executive Officer, Michael Frost, to direct the County of Marin Department of Finance to increase appropriations in fund 70073, fund center 6180990003, commitment item 5211500 Miscellaneous Services by \$ 337,247.52.

FMBB doc. #: 100018416 (County reference number).

f:\waste\jpa\agenda\items\excom 121025\zero waste grants special projects fund transfer.docx

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Vacant

Date: October 25, 2012

Corte Madera:
David Bracken

To: Executive Committee Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Judy Anderson

Re: New Hauler/Facility Representative to Local Task Force

Larkspur:
Dan Schwarz

Ramin Khany, a hauler/facility operator representative on the Local Task Force (LTF) expressed an interest in resigning from the LTF and recommended having Dan North, the new Waste Management District Manager; assume his position (letter attached).

Mill Valley:
Jim McCann

Following Mr. Khany's request, Mr. North submitted an email to staff (attached) stating his interest in assuming the LTF position and also provided a resume. Mr. North attended last month's LTF meeting and has met with JPA Staff to help educate himself on the JPA structure and issues being addressed by the Local Task Force.

Novato:
Michael Frank

Ross:
Rob Braulik

Additionally attached is a list of the current LTF membership, so your committee can see the current position makeup by stakeholder group.

San Anselmo:
Debbie Stutsman

Recommendation

San Rafael:
Nancy Mackle

Adopt a Motion reviewing Dan North's nomination for a hauler/facility operator position on the Local Task Force, and make a recommendation for appointment to the full JPA Board.

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

Attachments.

Soulard, Alex

From: Khany, Ramin <rkhany@wm.com>
Sent: Monday, October 15, 2012 4:05 PM
To: Soulard, Alex
Subject: JPA resignation

Dear Alex,

I am sorry to say that I must resign from the JPA's Local Task Force this year.

I would respectfully ask the Board to consider Daniel North, Redwood's new District Manager to take my place.

Thank you Very much for your consideration.

Ramin A. Khany
District Operations Manager
Redwood Landfill& Recycling
8950 Redwood Hwy.
Novato Ca 94948
415 408 9052 - direct line
415 850 3791 - cell

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.

Soulard, Alex

From: North, Daniel <DNorth1@wm.com>
Sent: Thursday, October 18, 2012 11:25 AM
To: Soulard, Alex
Subject: JPA LTF Application
Attachments: Daniel_North_Resume_07-10-2012.doc

Good Morning Alex,

I would like to take this opportunity to formally introduce myself to you, with the hope that I may qualify to become a member of the Local Task Force committee dealing with waste management in Marin County. I have recently replaced Jessica Jones, who has elected to take an early retirement, as district manager of Redwood Landfill and Recycling Center. I understand that Ramin Khany has represented our facility well for the past few years. With his recent resignation, I hope to become his replacement on the committee so that Redwood continues to have representation and so I can have the opportunity to get to know members of this community.

A little background on me:

First, I am a Bay Area native (SF peninsula) and have lived here for most of my 31 years. I currently live in the Upper Haight neighborhood of San Francisco and when I am not working, I like to spend my time enjoying the natural scenery both down the peninsula and across the bridge in the Marin Headlands. I consider myself somewhat of an amateur landscape photographer and find myself repeatedly drawn to Point Reyes and the endless subject matter in that area. Through my travels, I have gained a real appreciation for the open spaces we have here in the Bay Area, and it is the preservation of these treasures that is of utmost importance to me.

I am on my seventh year in the waste management industry, the majority of which I spent in Alameda County working in various roles for Waste Management Inc. I started as a fleet supervisor in Oakland while simultaneously attending graduate business classes at night through Saint Mary's College in Moraga. In this role, I was responsible for maintaining a fleet of over 250 collection vehicles, and found an additional niche for myself in managing and expanding alternative fuel project grants between the BAAQMD and Waste Management. We started with a small fleet of about 20 liquefied natural gas (LNG) collection vehicles. As early adopters, we faced many challenges with this technology. Working closely with manufacturers, we were able to overcome the challenges and grow our fleet, which I understand now exceeds 50 vehicles. We also made investments to supply our own fuel for this fleet. Methane gas extracted from our Altamont Landfill in Livermore is used to fuel our collection vehicles in Western Alameda County.

In 2008, I accepted a promotion to Area Financial Analyst, where I worked closely with senior leadership to develop an area-wide sustainability plan. We looked at all of our operations around the Bay Area, and came up with a list of ten redevelopment projects which would increase our organic and inert materials diversion capabilities. We lobbied our corporate leadership for support, and were able to secure a first round of project funding by 2010.


When funding had been secured, I accepted the position of District Manager at Tri Cities Recycling and Disposal Facility in Fremont. This site had been identified to receive funding for inert materials recycling operations, composting, retail garden center sales, medical waste sterilization and recycling and a 4.8 megawatt landfill gas to energy plant. My job at Tri Cities was to secure the necessary permits to construct the new facilities, and build a new business based on recycled mulch and aggregate product sales. To date, we have offset over 80,000 tons of aggregate building materials which would otherwise have been mined from local quarries, and built a sizeable landscaping product business with several local landscape maintenance contractors.

As of October 1st, I have been district manager of Redwood Landfill and Recycling Center. In this new role, I will look forward to the many new challenges and opportunities that will arise. I understand that Marin County has a Zero Waste

goal, and with my accomplishments over the past few years, I believe I would be an asset to the collaborative process of the LTF team as we work towards that goal.

For your consideration, I have also attached my professional resume for your review. Please let me know what the next steps are in the application process. Thank you for your time, and I look forward to your response.

Best,

Daniel North | District Manager, Redwood Landfill and Recycling Center |  Waste Management

8950 Redwood Highway | Novato, CA 94945 | 📞: 415-408-9054 | 📠: 925-518-0859 | ✉: dnorth1@wm.com

Waste Management recycles enough paper every year to save 41 million trees. Please recycle any printed emails.

Daniel North
1997 Oak Street #5, San Francisco, CA 94117
(415) 823-5298 denorth17@gmail.com

SUMMARY OF QUALIFICATIONS

- 10 years of experience in design, financial modeling and development of alternative energy technology
- Diverse skill set including a deep knowledge of engineering, finance and management built on a solid academic foundation including a bachelor's degree in mechanical engineering and master's in business administration
- Proficient in understanding complex analyses and accurately summarizing and reporting key concepts and results to upper management
- Detailed, long-term thinker with a proven record managing multidisciplinary teams and achieving project milestones on time

PROFESSIONAL EXPERIENCE

Waste Management Inc, Oakland, CA (2006-present)

District Manager (2010-present)

- Appointed District Manager of Redwood Landfill and Recycling Center in October 2012
- Appointed District Manager of Tri Cities Waste Management in 2010 in order to lead five redevelopment projects in materials recycling and renewable energy production
 - Redevelopment projects included an anaerobic digestion facility to create energy from residential yard trimmings; static pile composting of organic waste; a 4.8-Megawatt power plant fueled by landfill gas and other various material recycling operations
 - Communicated design specs to the engineering team and reviewed detail drawings
 - Lead consultants and project managers in meetings with city staff to complete CEQA documents and secure permits

Financial Analyst (2008-2010)

- Lead analyst on 100 million dollar recycling and renewable energy projects including landfill gas to energy power plants, anaerobic digester facilities and inert materials recycling and reuse operations
 - Created operations models for visualizing opportunities to improve recycling and add renewable energy production to existing solid waste collection operations
 - Worked with engineers and consultants to assess the best waste conversion technologies for our operations
 - Created financial models for ten redevelopment projects identified from the operating models
 - Lobbied corporate leadership for support of the ten redevelopment projects and secured the first round of capital funding required to begin the projects in 2010
 - Received recognition from industry when our progress was featured in the December 6, 2010 issue of *Fortune*

Fleet Supervisor (2006-2008)

- Worked with industry engineers, technicians and internal fleet leadership to deploy solid waste collection vehicles fueled by methane extracted from landfill gas
- Transitioned a fleet of diesel trucks to B5 (5% corn-based biodiesel), with a ramp up to B20
- Managed six alternative fuel project grants between Waste Management and the California Air Resources Board (CARB), totaling over \$3 million in state funding. Replaced or converted diesel engines with natural gas and received early compliance recognition from the State of California

Optimal Energy Systems, Torrance, CA (2001-2006)

Mechanical Engineer

- Mechanical and electrical design engineer for breakthrough energy storage systems using high-speed flywheels as replacement for batteries to store and retrieve energy. Applications for this technology include future combat systems, regenerative braking in automobiles and trains, satellite power systems and wind farms
- Gained extensive experience in all aspects of part design including CAD, detail drawing creation, prototyping, manufacturing and QA/QC
- Collaborated with NASA on a project to provide both power and attitude control for satellites using breakthrough flywheel technology
- Collaborated with Science Applications International Corporation (SAIC) on several military pulse power projects, and delivered an operational prototype system to the Department of Defense
- Developed a prototype system designed to store energy generated by utility-scale wind farms
- Authored process documents, trained and supervised a team of lab technicians

EDUCATION

Saint Mary's College of California (2007-2009)

- Master of Business Administration with Honors, concentration in International Business, 2009

- International study at La Salle Business Engineering School in Barcelona, Spain with focus on the European entrepreneurial process, marketing strategies, and banking

Loyola Marymount University (1999-2003)

- Bachelor of Science in Mechanical Engineering, 2003
- Teaching assistant to Dr. Omar Es-Said, professor of materials science, 2002-2003

PERSONAL INTERESTS

- Open water swimming, long distance running and cycling
- Has competed in numerous endurance races, most recently the San Francisco Marathon (2012), Bridge to Bridge Run (2011) Marin County Triathlon (2010 and 2011) and the Big Rock Triathlon (2011)
- World travel including Peru, The Maldives, Belize, France, Belgium, Spain, Italy and Norway
- Local landscape photography at locations including San Francisco, Marin Headlands, Point Reyes, Mount Tam, Mendocino, Napa Valley and Don Edwards Wildlife Refuge
- Hiking in the Western US at locations including Yosemite NP, The Tahoe Rim Trail, Grand Canyon NP, Quandary Peak (Colorado), Mammoth Lakes, and various parks in the Mid Peninsula Open Space
- Hobbyist software developer; currently developing applications for mobile phones and tablets

SOLID WASTE HAULERS/ FACILITY OPERATORS/ LANDFILL:

Marin Sanitary Service
Patty Garbarino

Bay Cities Refuse (Alternate)
Greg Christie

Redwood Empire Disposal
Steve McCaffrey

Redwood Landfill
Ramin Khany

SPECIAL DISTRICTS:

Almonte Sanitary District
Loretta Figueroa

Tamalpais Community Services District
Jon Elam

Las Gallinas Valley Sanitary District
Russ Greenfield

Las Gallinas Valley Sanitary District (Alternate)
Judy Schriebman

ENVIRONMENTAL ORGANIZATION:

Sierra Club, Green Coalition
David Haskell

Sustainable Novato
Delyn Kies

Conservation Corps North Bay
Jennie Pardi

PUBLIC MEMBERS:

County
David Green

San Rafael
Elissa Giambastiani

Ross Valley
Renee Goddard

Novato
Matt McCarron

Southern Marin Cities
Joan Irwin

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Vacant

Date: October 25, 2012

Corte Madera:
David Bracken

To: Executive Committee Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Judy Anderson

Re: ZunZun Elementary School Outreach Contract

Larkspur:
Dan Schwarz

ZunZun has worked for many municipalities and agencies in the Bay Area, including the Marin Municipal Water District, to provide a variety of educational, musical, bilingual assemblies. This is the third year the JPA has contracted with ZunZun to develop waste reduction presentations to include the JPA's Zero Waste message.

Mill Valley:
Jim McCann

The JPA and ZunZun received very good feedback on the assemblies from parents, teachers, and community groups.

Novato:
Michael Frank

Recommendation:

Ross:
Rob Braulik

Adopt a Motion authorizing your Executive Officer, Michael Frost, to sign a contract with ZunZun for an amount not to exceed \$15,000 to market, schedule and present educational musical assemblies at local schools in Marin County. A copy of the proposed contract is attached.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Attachment.

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

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**JPA OF MARIN
PROFESSIONAL SERVICES CONTRACT
2011 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____ 20____, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and ZUNZUN, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: Musical assemblies to Marin county Schools regarding recycling and waste reduction from kindergarden to sixth grade students; and

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

NOW, THEREFORE, for and in consideration of the Contract 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 **\$15,000** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on October 31, 2012, and shall terminate on October 31, 2013. 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:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The JPA shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

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, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to JPA prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless JPA specifically consents to a "claims made" basis. The insurer shall supply JPA adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the JPA immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, JPA of Marin Personnel Management Regulation (PMR) 21.

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 Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and JPA of Marin as an additional insured under this Contract for general liability. 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. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the JPA of Marin as a work for hire. The JPA of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the JPA of Marin.

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. APPROPRIATIONS:

The JPA's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin JPA Board, the State of California or other third party. Should the funds not be appropriated JPA may terminate this Contract with respect to those payments for which such funds are not appropriated. JPA will give Contractor thirty (30) days' written notice of such termination. All obligations of JPA to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin JPA Board, the State of California or other third party, JPA's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, JPA may reduce the Maximum Cost to JPA identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance 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.

16. AMENDMENT:

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

17. 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.

18. 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.

19. 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.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the JPA of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

1. Pursuant to California Franchise Tax Board regulations, JPA will automatically withhold 7% from all payments made to vendors who are non-residents of California.
2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.
3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the Excluded Parties List System at www.epls.gov.

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
 - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. 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
Executive Officer, JPA
Dept./Location: Department of Public Works, Waste Management
PO Box 4186, San Rafael, CA 94913-4186
Telephone No.: 415. 473. 3725

Notices shall be given to Contractor at the following address:

Contractor: ZUNZUN
PO Box 2951
Address: Santa Cruz, CA 95063-2951
Telephone No.: 831. 426. 0684

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ Check applicable Exhibits

CONTRACTOR'S
INITIALS

EXHIBIT A.

☒ Scope of Services

[Handwritten initials]

EXHIBIT B.

☒ Fees and Payment

[Handwritten initials]

EXHIBIT C.

☒ Insurance Reduction/Waiver

[Handwritten initials]

EXHIBIT D.

☒ Contractor's Debarment Certification

[Handwritten initials]

EXHIBIT E.

☐ Subcontractor's Debarment Certification

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

CONTRACTOR:

APPROVED BY
JPA OF MARIN:

By: *[Handwritten signature]*
Name: Gwynne Cropsey
Title: CG - Owner, Zunzun

By: _____
Executive Officer

JPA COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

JPA Counsel: _____ Date: _____

EXHIBIT "A"
SCOPE OF SERVICES (required)

Contractor shall perform the following services:

- 1.) Market, schedule and present "Recycled Music," musical assemblies to Marin County Schools as approved by JPA regarding recycling and waste reduction. The assemblies will be presented to groups of up to 350 kindergarteners-sixth grade students. If a school has more than 701 students, ZUNZUN will provide a third assembly. This is to keep the show interactive and participatory.**
- 2.) Incorporate the appropriate cities and County of Marin logo into communications with schools (including outreach materials and pre and post-assembly activities).**
- 3.) Update Marin Hazardous and Solid Waste Joint Powers Authority (JPA) monthly with a schedule of performances.**
- 4.) Confirm all assemblies on month prior with an emailed confirmation letter; confirm one week prior by phone.**
- 5.) Coordinate with Marin Hazardous and Solid Waste JPA to create pre and post-assembly materials that are emailed to the schools prior to scheduled performances.**
- 6.) Provide each school with an article for their parent newsletter to inform parents of the assembly and sponsorship by Marin Hazardous and Solid Waste JPA.**
- 7.) Create a final report that includes copies of all materials developed for the project, an analysis of the audience reached, copies of any publicity generated by the project, and a summary of the feedback from teach evaluation forms.**

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid \$1,150 per school when one or two assemblies are performed, and \$1,500 when three assemblies are performed. Contractor shall be paid up to the maximum sum of \$15,000 as indicated in Section 4 of this agreement. Payment shall be made to the Contractor within 30 days of receipt of invoice.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: ZUNZUN

CONTRACT TITLE: Musical assemblies to Marin County schools; recycling and waste reduction (JPA)

This statement shall accompany all requests for a reduction/waiver of insurance requirements. Please check the box if a waiver is requested or fill in the reduced coverage(s) where indicated below:

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input type="checkbox"/>	\$	
Workers' Compensation Insurance	<input type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

Please set forth the reasons for the requested reductions or waiver.

Professional liability not needed for this type of service.

Contract Manager Signature: _____

Date: _____

Extension: 3725 _____

EXHIBIT D

**DEBARMENT CERTIFICATION FOR CONTRACTORS
(Attach EPLS Printout)**

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : ZUNZUN
as of 08-Oct-2012 5:44 PM EDT**

Your search returned no results.