

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT  
JOINT POWERS AUTHORITY

**Note:**  
***New Location!***

Board of Directors Meeting  
October 24, 2013  
Central Marin Police Authority  
250 Doherty Drive, Larkspur, CA  
9:00 – 10:00 AM  
AGENDA

***The public parking lot in front of CMPA is rather small, but there is ample parking at Piper Park, which is adjacent to the building.***

Call to Order.

**Regular Agenda**

1. JPA Board Meeting Minutes from July 18, 2013. (Action)
2. Update on DEIR and Discussion of Implementation and Enforcement of Single Use Carryout Bag Ordinances. (Action)
3. Update on Zero Waste Outreach and Proposed Contract with O'Rorke Inc. (Action)
4. "Report Card" on Zero Waste Feasibility Study Implementation. (Action)

**Consent Calendar**

5. Marin County JPA Electronic Annual Report Filing to Cal Recycle. (Action)
6. Authorization to Enter into Contracts for Used Oil Payment Grant Program (OPP4). (Action)
7. Addendum to Agreement with ZunZun for Recycling Assemblies at Schools. (Action)
8. Authorization to Enter Into Contract(s) and Use Contingency Funds for Bulb & Battery Program. (Action)
9. Novato Household Hazardous Waste Grant. (Action)

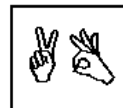
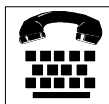
**End Consent Calendar**

10. Open Time.
11. The next JPA Board Meeting is January 23, 2014.

**Agendas & staff reports available at:**

**<http://zerowastemarin.org/who-we-are/2013-jpa-agendas-and-minutes/>**

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

# 1

## DRAFT

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

Board of Directors Meeting  
Thursday July 18, 2013  
Marin Municipal Water District  
220 Nellen Avenue, Corte Madera  
9:00 – 10:00 AM

#### MINUTES

##### **MEMBERS PRESENT**

Nancy Mackle, San Rafael  
Matthew Hymel, County of Marin  
Jim McCann, Mill Valley  
David Bracken, Corte Madera  
Debra Stutsman, San Anselmo  
Mary Neilan, Belvedere  
Garret Toy, Fairfax  
Dan Schwarz, Larkspur

##### **MEMBERS ABSENT**

Michael Frank, Novato  
Margaret Curran, Tiburon  
Adam Politzer, Sausalito  
Rob Braulik, Ross

##### **STAFF PRESENT**

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

##### **OTHERS PRESENT**

Renee Goddard, LTF: Ross Valley  
Abe Lieder, Rincon Consultants  
Kerry Mazzoni, Marin Builders Association  
Kim Scheibly, Marin Sanitary Service  
Kerry Mazzoni, Public

Call to Order: The JPA Board meeting came to order at 09:02 AM.

#### **Regular Agenda**

##### 1. JPA Board Meeting Minutes from May 16, 2013.

M/s Neilan, Stutsman to approve the minutes from the May 16, 2013 JPA Board meeting. The motion passed unanimously.

##### 2. JPA Response to Grand Jury Report "Garbology."

Staff noted that the Grand Jury "Garbology" report is predominantly supportive of the recent Zero Waste strategies undertaken by the JPA, and that JPA practices fall into agreement with the report findings. These findings include permitting challenges faced by Redwood Landfill, out of county disposal issues related to the Marin County carbon footprint, as well as a waste generation rate higher than the national averages. Staff found disagreement or dispute of a small number of topics, including the life of the landfill, the diversion strategies necessary once the landfill reaches capacity, and the effect zero waste strategies and Extended Producer Responsibility will have on landfill life. The draft response notes that most recommendations of the report do not recognize the limited authority the JPA has related to the recommendations nor does the report provide a recommendation implementable by the JPA given its current structure. No public comments were offered. M/s Stutsman, Hymel to authorize JPA Chair to sign and tender the proposed response to the Marin County Grand Jury. The motion passed unanimously.

3. JPA Response to Grand Jury Report "Holding the Bag."

Staff noted the "Holding the Bag" Grand Jury report is also predominantly supportive of the Zero Waste strategies recently undertaken by the JPA, and that JPA practices fall into agreement with the report findings, particularly those regarding a Single Use Bag Ordinance. Staff noted that many of the recommendations in the report needed further analysis as they again exceeded JPA authority. Staff fielded questions from the Board and public, identifying that future Zero Waste Grant Program funds could be used to fund waste reduction strategies. M/s Neilan, Hymel to authorize JPA Chair to sign and tender the proposed response to the Marin County Grand Jury. The motion passed unanimously.

4. Update on Single Use Bag Project

Staff provided an update on the Single Use Bag Project, stating the Draft ordinance and CEQA analysis should be available late fall. JPA contractor, Rincon Consultants, and Staff fielded questions from the Board and Public, noting that due to County Counsel missing the meeting, specific legal questions would best be addressed by Counsel at a later time. Staff noted that as the ruling in the case against the Marin County Single Use Bag Ordinance was not published, it does not set a precedent for other jurisdictions. Chair Mackle requested a more detailed outline which would provide an expanded timeline that would identify steps agencies must take to adopt and enforce a Single Use Bag Ordinance. Member McCann discussed changing the scope of the draft ordinance to represent enforcement of the most forceful provisions and have alternatives as the less dramatic options. Rincon Consultants responded by stating that is an option, but the current structure will analyze all options and the compounding impacts of implementing all alternatives. Members expressed an interest in having ordinance consistency across jurisdiction lines to make it easier for residents and businesses to adhere to countywide. No action was necessary.

5. The next JPA Board Meeting is scheduled for: October 24, 2013.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

**Fairfax:**  
**Garrett Toy**

Re: Update on DEIR and Implementation and Enforcement of Single Use Carryout Bag Ordinances

**Larkspur:**  
**Dan Schwarz**

Recommendation

1. Receive updates on the status of the Single Use Carryout Bag Ordinance for Marin County Cities and Towns Draft Environmental Impact Report.
2. Receive information from the County Agriculture, Weights and Measures Department on services it could provide to aid with implementation, and
3. Adoption of one or more Motions providing direction to Staff on the implementation and enforcement of single use carryout bag ordinances.

**Mill Valley:**  
**Jim McCann**

**Novato:**  
**Michael Frank**

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**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

**Tiburon:**  
**Margaret Curran**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

**Fairfax:**  
**Garrett Toy**

Re: Contract with O'Rorke, Inc. for Zero Waste Outreach Services

**Larkspur:**  
**Dan Schwarz**

Attached is a proposed contract with O'Rorke Inc. in the amount of \$200,000 to further develop and implement a public outreach campaign to encourage community engagement in the zero waste goal. Funding for this contract is included in the JPA's current zero waste budget.

**Mill Valley:**  
**Jim McCann**

O'Rorke Inc. has been under contract to the JPA since March of 2013 and this would be the second contract with the firm in the JPA's zero waste public information campaign. Community feedback from the work conducted in the first contract has been very positive and a new work component included in the proposed second contract is conducting a telephone survey to track awareness/progress of the zero waste message and behaviors.

**Novato:**  
**Michael Frank**

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

**Tiburon:**  
**Margaret Curran**

The firm has conducted extensive stakeholder interviews to help design an inclusive zero waste outreach message that incorporates feedback from the eleven cities and towns, county, five haulers, many franchisees your fourteen member Local Task Force and others. From that process, O'Rorke identified a focus of reducing food scrap waste (and composting the remainder) as a main message. This message selection has since been fortified by a number of independent national and international studies that have identified food waste as the number one problem in reducing waste going to landfills.

O'Rorke Inc. was identified by the JPA in late 2012 via a very thorough Request for Qualifications (RFQ) process that was sent to 70 prospective companies – and the firm was selected from a competitive group of eleven RFQ respondents.

A subcommittee consisting of Local Task Force (LTF) members Patty Garbarino (Marin Sanitary Service) and Renee Goddard (Fairfax), along with Alex Soulard and Steve Devine from staff reviewed the written responses and selected three firms for interview:

The interview panel consisted of JPA Chair Nancy Mackle, Local Task Force Chair, David Green, Nicole Forte from West Contra Costa Integrated Waste Management Authority, and JPA staff Michael Frost and Steve Devine interviewed the three firms and selected O'Rorke Inc. as their preferred firm to pursue a contract with. The JPA Board authorized the first contract in February 2013 and it is now nearing completion.

Founded in 1984 by Corte Madera resident, Maureen O'Rorke, the agency offers a broad range of services to help Zero Waste Marin conduct outreach campaigns. On a regional level, O'Rorke manages all aspects of the Bay Area Air Quality Management District's Spare the Air campaign where they employ traditional advertising methods, as well as community-based and grassroots outreach work, public relations, social media and employer engagement. They have also coordinated extensively with other Bay Area transportation and environmental agencies on the Spare the Air campaigns.

The agency has been working on recycling and waste reduction projects for over 20 years, predominantly in San Francisco. Their Zero Waste Marin project team is knowledgeable about current waste reduction trends and practices.

The O'Rorke team demonstrates a clear understanding about Marin County and its sensibilities. They have worked with Marin County's Department of Public Works on the Transportation Vision Plan, with MMWD on the desalination pilot program, and for over ten consecutive years with Marin Health and Human Services Department on tobacco and alcohol control, specifically as it relates to young adults and binge drinking. Through that work, as well as their regional work with the Air District and other regional agencies, they display an in-depth grasp of Marin's outreach opportunities, as well as the media and community groups.

There has been a very positive response to this fall's zero waste outreach blitz – food waste reduction campaign. In particular there have been many anecdotal reports from citizens, municipal workers and Local Task Force Members who have seen or heard the JPA's zero waste ads at the Ferry Terminal, on Pandora Radio, street banners, the "Green Teas" or other outreach.

Tracy Keough, Managing Principal with O'Rorke Inc., will attend this meeting to brief the Board on the recent zero waste campaign and address any questions.

**Recommendation:**

Adoption of a Motion authorizing the Executive Officer to execute the attached contract with O'Rorke Inc.

PR#10032669

Attachment.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## PROFESSIONAL SERVICES CONTRACT 2012 - 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 O'RORKE, INC., hereinafter referred to as "Contractor."

### RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: Zero Waste Outreach Services; 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 **\$200,000.00** 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 the date this agreement is made and entered into, and shall terminate on January 30, 2015. 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 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, County 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 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 as a work for hire. The JPA 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.

## **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 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 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 County, 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 County 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 System for Award Management at [www.sam.gov](http://www.sam.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: Steve Devine  
Dept./Location: Department of Public Works  
P. O. Box 4186  
San Rafael, CA 94913-4186  
Telephone No.: 415 473-2711

Notices shall be given to Contractor at the following address:

Contractor: O'Rorke, Inc.  
Address: 55 Hawthorne Street, suite 550  
San Francisco, CA 94105  
Telephone No.: 415 543-1426

22. **ACKNOWLEDGEMENT OF EXHIBITS**

	<input checked="" type="checkbox"/> <u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	<input checked="" type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input checked="" type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input checked="" type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input checked="" type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	

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

CONTRACTOR:  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED BY JPA:  
By: \_\_\_\_\_  
Executive Officer

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

JPA Counsel: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES (required)**

The scope of work is to develop a Zero Waste Marin outreach plan throughout Marin, excluding the City of Novato, while simultaneously proceeding with grassroots outreach to keep the Zero Waste Marin message in the public consciousness. Contactor shall obtain written approval from JPA prior to beginning each task or subtasks.

**Task 1: Develop Outreach Plan**

Contractor shall review results and feedback from the 2013 outreach efforts and develop a comprehensive outreach plan to run from March 2014 – January 2015.

Deliverables: Detailed strategy for the outreach plan; and baseline data for measurement.

**Task 2: Brand Identity**

Contractor shall review brand and tagline and make recommendations for updated style guide and logo.

Deliverables: Written recommendations; if needed, new logo, taglines and style guide.

**Task 3: Social Outreach**

This task includes three sub-tasks in which funding is interchangeable at the discretion of JPA staff. The flexibility is necessary to accommodate the outcome of tasks one and two above as they are completed and specific strategies are developed:

**3a: Green Teas**

Continue conducting Green Teas and to build on the "trusted peer group" model to provide a series of hosted events where friends and neighbors from a small geographic area get together and ask questions/get information from Zero Waste Marin experts. Green Teas will be hosted in the volunteer's home and Contractor will assist the host with invitations, refreshments and organization. Each Green Tea will be highly structured to last no more than two hours, and will include a short questionnaire at the end.

Deliverables: Report detailing outcome of ten hosted Green Teas and a recommendation for moving forward; compiled questionnaire results.

**3b: Home Owners Association (HOA) Outreach**

Continue reaching out to homeowner and neighborhood groups to interface with harder-to-reach audiences. Contractor will compile and finalize an HOA list and will reach out to all with information about recycling for inclusion in newsletters and other materials. Additionally, Contractor shall update and refresh materials, schedule and conduct presentations at ten meetings.

Deliverables: Outreach to all HOAs and meetings scheduled with ten; report.

**3c: Community Outreach**

As the outreach plan is being developed, Contractor shall continue to provide a presence at public events, such as summer concert series, farmer's markets and city and town festivals. This may occur via tabling or signage and material distribution through other, less traditional methods. One such method is through signage on a moving recumbent bicycle. This method gets the message out and historically carries with it a spirit of goodwill.

Deliverables: Staffing and signage at 25-30 events.

**Task 4: Public Relations**

Support the ban on plastic bags with a press event at the Civic Center. Contractor shall pull speakers from those engaged in the Green Teas, as well as identified elected officials and stakeholders. Give away reusable bags. Continue to support other municipalities as they pass subsequent bans.

Deliverables: Develop appropriate media release or advisory and manage media interviews and speaking points. Support efforts to send letters and Op-Eds.

**Task 5: Collaborate with Waste Haulers and Member Agencies on Material Dissemination**

Contractor will continue to provide as-needed support – up to 40 hours – to coordinate with haulers and member agencies to review their material and provide recommendations on opportunities to refine content and support mutual outreach efforts.

Deliverables: Written recommendations on content.

**Task 6: Support AB 341 and Commercial Outreach**

Contractor will continue to provide as-needed support – up to 40 hours – to coordinate with Cal Recycles on commercial outreach.

Deliverables: Report on outreach activities.

**Task 7: Website Maintenance and Update**

Contractor will conduct a full audit of the zerowastemarin.org website and provide recommendations for phased content revisions to fit within this budget.

Deliverables: Written audit and recommendations; web content and programming.

**Task 8: Outreach Plan Implementation**

Contractor shall allocate the remainder of the budget to be employed as directed by the final Outreach Plan. While stakeholder outreach and research will ultimately help guide this plan, it will include a variety of marketing methods to reach all targeted demographics. Ultimately, once the plan is in place it will include:

**Material Development** – Build on/tailor existing creative based on research and stakeholder input. Develop necessary presentations and leave-behinds, as well as other collateral, such as posters and event signage.

**Message development** – Refine messaging and drill down to a local, grassroots level.

**Paid media placement** – Negotiate and place media as needed, including a mix of traditional, local and progressive media.

Deliverables: Supply all affidavits and analytics; provide final report and Phase II recommendations.

**Task 9: Telephone Awareness Survey**

Develop and conduct an outreach evaluation survey to determine the effectiveness of Contractor's outreach service.

s:\waste\jrawles\agreements\lororke 2013 contract.doc

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract.

Payments shall be made upon satisfactory completion of each task and subtasks and upon receipt and approval of invoice within 30 days.

Payment amount between tasks and subtasks may be adjusted upon written approval by JPA.

Task 1: Develop Outreach Plan	\$10,000
Task 2: Brand Identity	7,000
Task 3: Social Outreach	
3a: Green Teas	15,000
3b: HOA Outreach	12,000
3c: Community Outreach	20,000
Task 4: Public Relations	15,000
Task 5: Collaborate with Haulers & Agencies	5,000
on Material Dissemination	
Task 6: Support AB 341 and Commercial Outreach	5,000
Task 7: Website Maintenance and Update	30,000
Task 8: Outreach Plan Implementation	61,000
Task 9: Telephone Awareness Survey	20,000

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: O'Rorke, Inc.

CONTRACT TITLE: Zero Waste Outreach Services

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>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<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: \_\_\_\_\_

**EXHIBIT D**

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



**EXHIBIT E**

**DEBARMENT CERTIFICATION FOR SUBCONTRACTORS  
(Attach SAM Printout)**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

Re: "Report Card" on Zero Waste Feasibility Study Implementation

**Fairfax:**  
**Garrett Toy**

## Background

At your Local Task Force's (LTF) May 2013 meeting, the LTF voted to recommend the JPA develop a long term funding and strategic plan. Two weeks later at your May Meeting, the Board decided to address this request when more current diversion performance information would be available via the 2012 Annual Report to the State. The Annual Report has since been filed is now known to be 75% for calendar 2012.

**Larkspur:**  
**Dan Schwarz**

**Mill Valley:**  
**Jim McCann**

**Novato:**  
**Michael Frank**

While not a "five year plan," in January 2010 the JPA Board of Directors accepted a Final Draft of a Zero Waste Feasibility Study. That document was commissioned by the JPA and prepared by R3 Consulting. That document has provided recent direction to this agency in terms of helping boost Marin's awareness and movement towards zero waste. The study follows upon the JPA's adoption of a Resolution (in late 2006) which has the goals of achieve "zero waste" by 2025 (and 80% diversion by 2012).

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

**San Rafael:**  
**Nancy Mackle**

As noted in a separate item in today's agenda, Marin is reporting a 75% diversion rate for 2012 – short of the 80% diversion interim goal for 2012. Given this reality and the fact that reaching higher diversion rates is both costly and difficult – it is a good time for the JPA to being a discussion on how to refresh its efforts to strive for zero waste.

**Sausalito:**  
**Adam Politzer**

**Tiburon:**  
**Margaret Curran**

Following is information on:

- \* Funding the JPA
- \* Diversion Programs Status
- \* Recommendations

## Funding the JPA

Staff does not recommend changes to the funding mechanism for the JPA at this time. While other agencies that utilize a "landfill tipping fee" are vulnerable to reduced garbage tonnages reducing income – the JPA uses an alternative mechanism in which an assessment is assigned to each franchised hauler and transfer station/landfill. The JPA does allocate its overall expenses to the haulers and facilities' using landfill tonnage numbers – but that is merely an allocation method – not the fee collecting method. Using tons going to landfill as an allocation method has the benefit of being verifiable (through

Board of Equalization data), encourages diversion, and for Marin is not highly volatile.

Mechanically the haulers and facilities may translate their assessments into per ton charges that recoup their annual JPA costs. That said, the JPA has been monitoring developments in the area of resource haulers and municipalities examining new billing mechanisms which may levy explicit charges for recycling, composting, HHW and other services – versus the more typical, simple one charge “garbage bill.” Several Marin municipalities, including the County as a franchising entity are participating in a Rate Restructuring process in which options are being examined to potentially reformulate hauling bills to more explicitly show the costs of diversion related services and to hopefully encourage waste reduction behaviors through economic incentives.

Staff recently attended a CalRecycle sponsored *High Diversion Rates and Compensation Workshop* which included presentations from Marin Sanitary Service. One focus of this workshop was a discussion of “rate restructuring” in which resource hauling bills are reconfigured to better explain the real costs of recycling, composting, HHW and other services – not just garbage. Information shared by others on this topic included the need to have mandatory service for both garbage and diversion programs in place if you are going to explicitly charge for diversion programs. Another suggestion was that is important have established diversion programs (commercial food scraps, progressive rate structures, etc.) before truing up the rates with the costs of service.

#### Diversion

Following is a status report on how the JPA is doing in terms of eighteen recommendations in the 2010 Zero Waste Feasibility Study.

Phase 1			
#	Recommendation	Status	Discussion
1	Increase JPA Program Assistance with Other County Departments.	Partial Implementation	JPA assumed Used Oil program in 2012, increased funding for sharps program and communicates well with sustainability programs. Improvements in C&D ordinance possible.
2	Increase JPA staffing and their role in assisting administration of Member Agency and Countywide programs.	Incomplete	If Marin is to reach the zero waste goal, increasing staff and other resources will be necessary
3	Increase the frequency of Board of Directors Meetings	Complete	The Board meets pursuant to the JPA Agreement and on an as-needed basis.
4	Help with Siting/Permitting Processes of a) Solid Waste Facility and b) Non-Solid Waste Facilities	Incomplete	The County Environmental Health Services Division is currently reviewing a permit request for the Redwood Landfill to expand compost operations. The JPA does not have a permitting or regulatory role in such matters.

5	Support Extended Producer Responsibility (EPR) and Waste Reduction Policies at State and National Level	Partial	The JPA actively supports EPR goals – in particular through active participation with the California Product Stewardship Council (CPSC). Recent successes include Paint Care and a new mattress recycling law but failures include no movement on a statewide single use bag law. EPR must be established for many other product categories before local communities realize significant cost savings.
6	Revise Solid Waste Ordinances	Partial Implementation	Improvements to zero waste language in ordinances are occurring incrementally as ordinances are sometimes amended in concert with franchises updates. Marin has approximately 35 different collection franchises.
7	Revise Franchise Agreement Language	Partial Implementation	Improvements to zero waste language in franchises are occurring incrementally as franchises are generally revisited each year for rate modifications. Marin has approximately 35 different collection franchises. The JPA has a model franchise agreement in its Toolkit, but is has been utilized by many agencies.
8	Adopt, Enforce and Homogenize the Construction and Demolition Ordinance	Partial Implementation	The JPA has promulgated a model ordinance that has been adopted by some, but not all jurisdictions. A new model is being developed by the JPA Local Task Force.
9	Adopt and Enforce Multi-Family Dwelling and Business Recycling Ordinance	Complete	This has been superseded by State Law AB 341 that requires multi-family and commercial recycling service.
10	Encourage Consumption and Disposal Changes	Partial Implementation	
<b>Phase II</b>			
11	Promote Countywide Sale and or Disposal Bans	Partial Implementation	JPA lead on project to develop model single use carryout bag ordinance for jurisdictions without an ordinance.
12	Implement Wet/Dry Collection Routes	Partial Implementation	Marin Sanitary Service and Mill Valley Refuse Service are beginning source separated collection of organics from restaurants.

13	Offer Residential Unlimited Services of Recycling and Greenwaste Containers	Partial Implementation	Available in some areas, but haulers are looking at changing billing structures, which may prohibit implementation of these services.
14	Add Materials Collected to Recycling Stream	Partial Implementation	This recommendation is more subject to global recycling markets than any resistance from local recycling collectors taking or not taking any particular items.
15	Add Food Waste Diversion to Collection Services (Residential and Commercial)	Largely complete	With the exception of Stinson and Bolinas (because those franchising agencies want to use a local compost facility that cannot accept food scraps) all other jurisdiction allow residential food scrap composting – and more are moving to accept commercial.
16	Implement Food Waste Digestion	In progress	The CMSA plant has been modified and Marin Sanitary Service and Mill Valley Refuse Service are beginning training and collection service to restaurants.
17	Promote Backyard Composting	In progress	The JPA continues to support Spring and Fall home composting workshop series.
18	Require Deconstruction/Salvage/Resale of Construction and Demolition Materials	Partial Implementation	Included in model ordinance. A new model is in development with input from the Local Task Force.

There is little to sugar coat the reality that higher diversion rates are difficult to achieve and in most cases are going to require higher levels of effort because the “low hanging fruit” of more easily divertible materials has largely already occurred. At the same time, JPA assessments only total what is believed to be 2% to 7% of the typical “can rate” seen by residential customers, and about 60% of the total JPA budget is a pass through expense for the household hazardous waste program.

The JPA has been very thoughtful and prudent about controlling expenses but efforts in Marin may be below those seen in neighboring jurisdictions. For example, at the High Diversion Rates and Compensation Workshop it was reported that San Francisco’s recycling department expends ~ \$2 million annually on outreach and the hauler expends another ~\$1 million. This translates roughly into \$3.75/person. In Marin, the JPA budgets \$200,000 for outreach for more than 225,000 residents translating into \$0.89/person. Expenditures by Marin’s haulers are significant but not known. While these comparison can be fraught with caveats – it is informative to note that Marin may need to do significantly more not just in outreach but also diversion programs if it is to make an honest effort at reaching its zero waste goals.

### Recommendations

1. Receive Staff Report.
2. Adoption of one or more Motions providing direction to Staff regarding planning for boosting performance in reaching the zero waste goal and appointment of two members of your Executive Committee to a Budget Subcommittee (typically not done until January) that would also be charged with working with staff to develop additional proposals for Board consideration in the next budget setting cycle.

The Executive Committee is currently comprised of Directors Frank, Hymel, Mackle, Politzer and Schwarz. The Budget Subcommittee historically has been the Chair and Vice Chair. The schedule for the Budget Subcommittee and budget process will be set at your January meeting.

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Alex Soulard, Senior Planner

**Fairfax:**  
**Garrett Toy**

Re: CalRecycle 2012 Annual Report for Marin County

**Larkspur:**  
**Dan Schwarz**

Attached is the summary of the 2012 AB939 Annual Report that was submitted on August 1, 2013 to the Department of Resources Recycling and Recovery (CalRecycle). This is the sixth year the report is in a new format due to regulatory changes that were imposed by SB1016.

**Mill Valley:**  
**Jim McCann**

Although this JPA tracks both diversion and disposal, the reporting system is now solely based on disposal amounts for the reporting year. Disposal is compared with historic data to determine if the 50% diversion requirement is met.

**Novato:**  
**Michael Frank**

**Ross:**  
**Rob Braulik**

The Annual Report has not yet been certified by CalRecycle as we are trying to resolve disposal issues due to out-of-county disposal sites in Alameda and Solano Counties that reported disposal quantities for Marin County that were submitted after reporting due dates or simply over allocated Marin's disposal tonnages. The JPA has tried to work with CalRecycle to determine the makeup of 10,440.64 tons of questionable material sent to Solano County, but CalRecycle was unable to provide sufficient documentation for the JPA to adequately challenge this tonnage. However, based on discussions with CalRecycle we expect to have our disposal tonnage modified to reduce the disposal allocated to us by 3,796 tons or slightly more for material that was misallocated in Alameda County.

**San Anselmo:**  
**Debbie Stutsman**

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

**Tiburon:**  
**Margaret Curran**

Based on CalRecycle's recommended disposal modifications Marin's 2012 disposal rate will be 3.8 pounds per person per day. The JPA has fluctuated around this rate since the economic downturn of 2007. This is well below Marin's target rate for 50% diversion is 7.6 pounds per person per day. As long as Marin remains below the 7.6 pound target all jurisdictions remain in compliance with AB939.

Although we exceed all state mandated goals, we are behind meeting our local zero waste goals. Based on our generation estimates the 3.8 pounds per person per day figure puts Marin at approximately 75% diversion, below our target of 80% diversion by 2012.

Food scrap composting programs, Construction and Demolition Ordinances and other Zero Waste related programs have already begun to curb disposal as the economy has grown stronger, but not enough to offset increased consumption. This report is a good indicator that the JPA needs to modify or augment services to help meet the zero waste goals moving forward.

Recommendation:

Adoption of a motion to receive and file report.

Attachment.



## Annual Report Summary: Marin County Hazardous and Solid Waste Management Authority (2012)

This Annual Report Summary is an official record of your CalRecycle Electronic Annual Report submission, except for your Venue/Event section information, which is contained in a separate report. You may reach that section from the Electronic Annual Report's left navigation bar.

Before submitting your report to CalRecycle, please take the time to review everything on this page to confirm it is complete and correct. If you need to modify some information, close this window to return to the Electronic Annual Report to make your corrections. Then, preview the report again.

**Summary Generated On:** Thursday, August 01, 2013 at 1:26 PM

Summary	Jurisdiction Contact
<b>Jurisdiction:</b> Marin County Hazardous and Solid Waste Management Authority  <b>Report Year</b> 2012 <b>Filed:</b> <b>Report</b> Submitted <b>Status:</b>	<b>Jurisdiction</b> Alex Soulard <b>Contact:</b> <b>Address:</b> PO Box 4186 San Rafael, CA 94913 <b>Phone</b> (415) 473-4298 <b>Number:</b> <b>Fax</b> <b>Number:</b> <b>Email</b> <a href="mailto:ASoulard@marincounty.org">ASoulard@marincounty.org</a> <b>Address:</b> <b>Update</b> <a href="http://www.calrecycle.ca.gov/LGCentral/Contacts/ContactC">http://www.calrecycle.ca.gov/LGCentral/Contacts/ContactC</a> <b>Contact</b> <b>Info:</b>
Submitted Information	
<b>Date</b> Thursday, August 01, 2013 <b>Report</b> at 1:23 PM <b>Submitted:</b> <b>Report</b> Alexander Soulard <b>Submitted</b> ( <a href="mailto:asoulard@marincounty.org">asoulard@marincounty.org</a> ) <b>By:</b>	

Disposal Rate Calculation	
Definition of Terms	
<p><b>Reporting-Year Disposal Amount (tons)</b> – defaults to the total tonnage disposed in the Reporting-Year by a jurisdiction as reported to the Disposal Reporting System (DRS). Disposal contains all jurisdiction waste that was disposed in CA landfills, transformation facilities, and exported out-of-state. Any changes will require you submit a <a href="#">Reporting Year Disposal Modification Certification Sheet (PDF)</a>. See <a href="#">User's Guide</a> or contact LAMD representative if uncertain.</p> <p><b>Disposal Reduction Credits</b> - the EAR calculator will subtract these credits from your requested total in the Reporting-Year Disposal Amount field. Requesting credits will require you submit a <a href="#">Reporting Year Disposal Modification Certification Sheet (PDF)</a>. Descriptions of these credits can be found on that sheet. See <a href="#">EAR User's Guide</a> or contact LAMD representative if uncertain.</p> <p><b>Reporting-Year Transformation Waste (tons)</b> – defaults to the total tonnage of waste sent in the Reporting-Year by a jurisdiction to a CalRecycle-permitted transformation facility as reported to the Disposal Reporting System (DRS). Transformation is factored into the Per Capita rate only, and is not deductible. To eliminate the Per Capita credit for transformation tonnage, change the <i>Reporting-Year Transformation Waste (tons)</i> number to 0.00.</p> <p><b>Reporting-Year Population</b> – January 1st estimate of the number of inhabitants occupying a jurisdiction in the Reporting-Year as prepared by the California Department of Finance (DOF)</p> <p><b>Reporting-Year Employment</b> – the estimate of the annual average number of employees by jurisdiction in the Reporting-Year as prepared by the California Employment Development Department (EDD)</p> <p><b>Additional Definitions</b> - for additional definitions and/or acronym descriptions, see the <a href="#">LGCentral Glossary</a>.</p>	
<b>Reporting-Year Disposal Amount (tons):</b>	180,738.86
<b>Disposal Reduction Credits (Reported):</b>	
Disaster Waste (tons):	0.00
Medical Waste (tons):	0.00
Regional Diversion Facility Residual Waste (tons):	0.00

C&D Waste (tons):	3796.00
Class II Waste (tons):	0.00
Out-of-State Export (Diverted) (tons):	0.00
Other Disposal Amount (tons):	10440.64

**Total Disposal Reduction Credit Amount (tons):** 14237

**Total Adjusted Reporting-Year Disposal Amount (tons):** 166,502.00

**Reporting-Year Transformation Waste (tons):** 34.64

REPORTING ENTITY	QUARTER	DESTINATION FACILITY	TRANSFORMATION TON
Stanislaus	1	Covanta Stanislaus, Inc.	13.07
Stanislaus	2	Covanta Stanislaus, Inc.	00.25
Stanislaus	3	Covanta Stanislaus, Inc.	13.31
Stanislaus	4	Covanta Stanislaus, Inc.	08.01
Page 1 of 1		Export To Excel	Count: 4

**Reporting-Year Population:** 254,790

**Reporting-Year Employment:** 104,008

**Reporting-Year Calculation Results (Per Capita)**

	Population		Employment	
	Target	Annual	Target	Annual
Disposal Rate without Transformation(pounds/person/day):		3.6		8.8
Transformation Rate (pounds/person/day):	1.5	0.0	3.5	0.0
<b>The Calculated Disposal Rate (pounds/person/day):</b>	7.6	3.6	17.3	8.8

**Calculation Factors**

If any boxes are checked, please complete, and sign the [Reporting Year Disposal Modification Certification Sheet](#) and mail, e-mail or FAX to CalRecycle within 7 business days of submitting your report. If you are only claiming report-year disposal deductions for waste transported to a certified Transformation facility, you do not need to fill out the certification request.

Although you will be able to submit your electronic Annual Report without completing this sheet, your Annual Report will not be deemed complete until this sheet is completed and received by CalRecycle. Contact your [LAMD representative](#) for details.

- ☐ Alternative disposal tonnage
- ☒ Deductions to DRS disposal tonnage

**Questions and Responses**

**Rural Petition for Reduction in Requirements**

**Rural Petition For Reduction**

- 1. Question:** Was your jurisdiction granted a Rural Petition for Reduction by CalRecycle?  
For more information regarding Rural Petition For Reduction, go to [Rural Solid Waste Diversion Home Page](#).

**Response**

No.

### Newly Incorporated Cities

#### New City

1. **Question:** Since the date of your last Annual Report, are there any newly incorporated cities within your county/regional agency?

**Response**

No.

### Disposal Rate Accuracy

#### Disposal Rate Accuracy

1. **Question:** Are there extenuating circumstances pertaining to your jurisdiction's disposal rate that CalRecycle should consider, as authorized by the [Public Resources Code Section 41821\(c\)](#)? If you wish to attach additional information to your annual report, please send those items or electronic files to your LAMD representative; include a brief description of those files below. If so, please use the space below to tell CalRecycle.

**Response**

Yes. There was a diversion misallocation of at least 3,796 tons for Construction and Demolition Material sent to Davis Street Transfer Station. The current DRS numbers assume almost no diversion, while the facility is certified as a participant in the JPA's C&D diversion program. Additionally, there was an increase in disposal in the DRS system of 10,440.64 tons sometime after 5/30/2013 when all disposal monitoring reports should have already been submitted.

### Planning Documents Assessment

#### Source Reduction and Recycling Element (SRRE)

1. **Question:** Does the SRRE need to be revised?

**Response**

No.

#### Household Hazardous Waste Element (HHWE)

2. **Question:** Does the HHWE need to be revised?

**Response**

No.

#### Non-Disposal Facility Element (NDFE)

3. **Question:** Describe below any changes in the use of [nondisposal facilities](#), both existing and planned (e.g., is the jurisdiction using a different facility within or outside of the jurisdiction, has a facility closed, is a new one being planned).

**Response**

No response has been entered

#### Non-Disposal Facility Element (NDFE)

4. **Question:** Are there currently any nondisposal facilities that require a solid waste facility permit located (or planned to be sited) in your jurisdiction that are not identified in your NDFE?

**Response**

No.

**Summary Plan Assessment****Summary Plan**

- 1. Question:** Does the Summary Plan need to be revised?

**Response**

No.

**Siting Element Assessment****Total County or Agency Wide Disposal Capacity**

- 1. Question:** Based on the best available estimates of current and future disposal, how many years of disposal capacity does your county or regional agency have?

**Response**

24

**Total County or Agency Wide Disposal Capacity**

- 2. Question:** If you do not currently have 15 years of disposal capacity, describe your strategy for obtaining 15 years of capacity.

**Response**

No response has been entered

**Siting Element Adequacy**

- 3. Question:** Does the Siting Element need to be revised? The Siting Element will need to be revised if you have less than 15 years disposal capacity and have not described a strategy for obtaining 15 years disposal capacity.

**Response**

No. The response is based on the ESA sitelife study that was conducted in 2012 and referenced in the 2011 EAR.

**Areas of Concern / Conditional Approvals****Areas of concern**

- 1. Question:** Did CalRecycle require your jurisdiction to address any areas of concern when determining the adequacy of your solid waste planning documents, or any of their elements?

**Response**

No.

**Conditional approvals**

- 2. Question:** Did CalRecycle give conditional approval to any of your solid waste planning documents, or any of their elements?

**Response**

No.

### Additional Information

#### Additional Information

- 1. Question:** Is there anything else you would like to tell CalRecycle about unique or innovative efforts by your jurisdiction to reduce waste generation and increase diversion, about your jurisdiction's public education efforts, or about specific obstacles to reaching your jurisdiction's diversion goal? If you wish to attach additional information to your annual report, please send those items or electronic files to your LAMD representative and include a brief description of those files below.

#### Response

Yes. The Marin County Hazardous and Solid Waste Management Joint Powers Authority is having some issue rolling out all of its diversion programs and meeting its Zero Waste Goals due to additional reporting requests from the Local Assistance and Market Development supposedly required under SB 1016. SB 1016 was passed as an effort to reduce reporting requirements on jurisdictions so we could implement programs. CalRecycle's interpretation that there are additional reporting requirements that will be compiled into an internal "white paper" seems to have no long term usefulness or direction that CalRecycle staff have communicated to us. We have received feedback from our haulers and member agencies on the excessive meetings and staff time they have had to dedicate to CalRecycle meeting and tours. Additionally, DRS staff contacted the JPA at the end of May 2013 noting that there was an issue with increased tonnage going to Alameda County, a discrepancy with the BOE tonnages for Redwood in 1st Q 2012, and we have since seen an increase in our disposal numbers for 2012 by over 10,000 tons since checking the DRS system on 5/30/13, when all reports should have been finalized. Trying to address the issues within days on reports CalRecycle has had for almost a year has been unreasonable. The JPA must work with other agencies which takes time and resources. Neither DRS or LAMD staff have not been helpful in resolving these matters. These inaccuracies not only effect our implementation of diversion programs, but also call into question CalRecycle's goal to track data accurately. It seems more useful to have the basic data correct before delving into a fact finding mission with no integral goal. This new course CalRecycle is taking strains relationships we have built with our haulers, cities and towns.

### SRRE and HHWE Diversion Programs

#### 1000-SR-XGC (Xeriscaping/Grasscycling)

Current Status: SO - Selected and Ongoing	Program Start Year: 1992	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

#### Jurisdiction Notes

#### 1010-SR-BCM (Backyard and On-Site Composting/Mulching)

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

The JPA is continuing its program at the Green Point Nursery. Additionally, the County has used its Zero Waste Grant to fund efforts by the Conservation Corps North Bay to have additional activities at their demonstration garden at the College of Marin Indian Valley Campus.

**1020-SR-BWR (Business Waste Reduction Program)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes****1030-SR-PMT (Procurement)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: Yes

**Jurisdiction Notes****1040-SR-SCH (School Source Reduction Programs)**

Current Status: AO - Alternative and Ongoing	Program Start Year: 2000	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: No
		Owned or Operated: Yes

**Jurisdiction Notes**

Through the Zero Waste Grant Program multiple member agencies have used funding to contract with the Conservation Corps North Bay to develop green teams to coordinate recycling programs at K-12 schools.

**1050-SR-GOV (Government Source Reduction Programs)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: Yes

**Jurisdiction Notes**

The JPA sends letters of support for Extended Producer Responsibility bills and is an active member agency of the California Product Stewardship Council.

**1060-SR-MTE (Material Exchange, Thrift Shops)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**
**2000-RC-CRB (Residential Curbside)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1982 Report Year Diversion Tons: 50390.85	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
---	---	--

Selected Program Details: Multi-family residences | Single-family residences | Commingled (Single-stream) | Glass | Metal | Miscellaneous paper (includes phone books, catalogs, magazines and other paper) | Newspaper | Office paper (white & colored ledger, computer paper, other office paper) | Plastic 1-2 | Uncoated corrugated cardboard and paper bags

**Jurisdiction Notes**
**2010-RC-DRP (Residential Drop-Off)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**

Take a look at our recycling guide for drop off locations for all sorts of materials throughout Marin.

**2020-RC-BYB (Residential Buy-Back)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1982 Report Year Diversion Tons: 3420.55	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
---	--	--

**Jurisdiction Notes**

Automates CRV machines have been installed in 2012 and early 2013 at multiple Marin locations.

**2030-RC-OSP (Commercial On-Site Pickup)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
---	---	--

Selected Program Details: Large Generators (4.0 cy/week) | Commingled (Single-stream) | Mixed Waste Processing at MRF | Source separated | Glass | Metal | Miscellaneous paper (includes phone books, catalogs, magazines and other paper) | Newspaper | Office paper (white & colored ledger, computer paper, other office paper) | Plastic 1-2 | Plastic 3-7 | Uncoated corrugated cardboard and paper bags

**Jurisdiction Notes**

Compliance figures will be listed as a set of 4 numbers for each hauler (# of Commercial entities/ # of those without recycling service/ # of Multifamily entities/ # of those that do not have recycling service/), Novato Disposal – 181 / 3 / 177 / 5 , Redwood Empire Disposal – 72 / 0 /18/ 0 , Bay Cities Refuse – 96 / 7 / 62 / 5 , Marin Sanitary Service - 405 / 59 / 630 / 107 , Tamalpais Community Services District – 20 / 0 / 24 / 0 , Mill Valley Refuse Service - 146 / 7 (Additionally 6 noted in compliance actually self-haul recyclables) 213 / 0. Flyers and newsletters have been sent by each hauler that included the CalRecycle approved message. Examples of all these have been sent to LAMD staff. The message has additionally been posted on cities and haulers websites, or the member agency's website has a link to the hauler site. The County uses CAPRS money to fund collection at the County Fair, since limitations are placed on this money for just CRV materials the AB341 message was deemed beyond the scope of the funding.

**2050-RC-SCH (School Recycling Programs)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

The Conservation Corps North Bay develops green teams in schools for multiple member agencies as part of the Zero Waste Grant Program.

**2060-RC-GOV (Government Recycling Programs)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

As stated in my program notes from 2011, JPA staff will not be recording this data any longer. Since this diversion is occurring anyhow we will not track it and focus on other programs to limit disposal in other areas.

**2070-RC-SNL (Special Collection Seasonal (regular))**

Current Status: AO - Alternative and Ongoing	Program Start Year: 1988	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: No
		Owned or Operated: No

**Jurisdiction Notes**

Christmas tree recycling outreach is coordinated both individually by haulers and by the JPA for a joint newspaper ad and press release. This has occurred for the last 10 + years.

**2080-RC-SPE (Special Collection Events)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: Yes



**Jurisdiction Notes**

Many service areas in Marin have bulky item pickups. To get a list of these you would need to contact the haulers or review all 25+ franchise agreements in the County.

**3000-CM-RCG (Residential Curbside Greenwaste Collection)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 15587.99	Selected in SRRE: Yes
		Owned or Operated: No

Selected Program Details: Single-family residences | Food Scraps | Yardwaste

**Jurisdiction Notes**

All incorporated cities and towns now have curbside food scrap composting. A small service area in Southern Marin does still not have service and will be incorporated into that franchise agreement soon. Stinson Beach and Bolinas do not have food scrap composting due to limited permit of the compost facility in Bolinas that they utilize. The total tonnage here is for greenwaste only. Although it is comingled in the waste streams I have limited the reporting tonnage to not include the 9053.98 tons of combined food/green waste that is included in program 7030 notes.

**3010-CM-RSG (Residential Self-haul Greenwaste)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 2196.17	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

Please see NDFE for all drop off locations for Greenwaste. JPA staff will not restate our guidance documents here, we will notify you of any new changes or updates to those documents.

**3030-CM-CSG (Commercial Self-Haul Greenwaste)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

Yes, the facilities accept self haul green waste.

**3050-CM-SCH (School Composting Programs)**

Current Status: AO - Alternative and Ongoing	Program Start Year: 2000	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: No
		Owned or Operated: No

**Jurisdiction Notes**

The Conservation Corps North Bay focuses on these programs when green teams and schools are open to providing adequate resources. The County also funds efforts through the Green Geronimo Program at Lagunitas School District.

**4010-SP-SLG (Sludge (sewage/industrial))**

Current Status: SO - Selected and Ongoing	Program Start Year: 1995 Report Year Diversion Tons: 4873.03	Existed before 1990: No Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes****4020-SP-TRS (Tires)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**

No tire collection event was held in 2012 as no grant was received from CalRecycle. The County did receive a grant in 2013 to host collection events.

**4030-SP-WHG (White Goods)**

Current Status: AO - Alternative and Ongoing	Program Start Year: 1996 Report Year Diversion Tons: 44.46	Existed before 1990: No Selected in SRRE: No Owned or Operated: No
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**Jurisdiction Notes****4040-SP-SCM (Scrap Metal)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1989 Report Year Diversion Tons: 98.63	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: Yes
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**Jurisdiction Notes****4050-SP-WDW (Wood Waste)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993 Report Year Diversion Tons: 101.70	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**
**4060-SP-CAR (Concrete/Asphalt/Rubble)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990 Report Year Diversion Tons: 83115.13	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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Selected Program Details: Asphalt Paving | Concrete/cement | Mixed C + D | Rock, soils and fines

**Jurisdiction Notes**
**4090-SP-RND (Rendering)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1990 Report Year Diversion Tons: 0.00	Existed before 1990: No Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**

Central Marin Sanitation Agency runs a Fats Oils and Grease program.

**5000-ED-ELC (Electronic (radio ,TV, web, hotlines))**

Current Status: SO - Selected and Ongoing	Program Start Year: 1994 Report Year Diversion Tons: 0.00	Existed before 1990: No Selected in SRRE: Yes Owned or Operated: Yes
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**Jurisdiction Notes**

In calendar year 2012 the JPA conducted a Request for Proposal process to find a new outreach contractor. O'Rourke Inc. was hired to fill that role. They are taking an approach that focuses on example projects and working through community groups but will also be developing ads in 2013 to focus on Facebook, online news sites, Pandora Internet Radio ads, electronic newsletters, schools street banners and a website update to improve functionality.

**5010-ED-PRN (Print (brochures, flyers, guides, news articles))**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes**

The JPA only had limited post card developed by the previous outreach contractor, the Hive. The newly selected outreach contractor will still limit print materials in 2013 and beyond, but will develop mailers for new homeowners, have newspaper print ads, and have posters in local libraries promoting food scrap composting. The RecycleWhere program was a widget that can be put into a website, but that regional program has moved too slowly for the JPA to use it. We are evaluating other avenues currently.

**5020-ED-OUT (Outreach (tech assistance, presentations, awards, fairs, field trips))**

Current Status: SO - Selected and Ongoing	Program Start Year: 1994	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: Yes

**Jurisdiction Notes**

Outreach comes from the haulers, the JPA and the individual member agencies. O'Rorke Inc, will be taking a closer look at those various resources in 2013 and develop an outreach plan to focus on pilot compost programs and take advantage of the outreach strengths of the different entities involved.

**5030-ED-SCH (Schools (education and curriculum))**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

**Jurisdiction Notes**

The Zun Zun school outreach program is ongoing as is the County's partnership with the Conservation Corps North Bay. The County requested an extension on their grant term and the number of children reached is unavailable, but other agencies additionally used their Zero Waste Grant funds for similar activities.

**6010-PI-EIN (Economic Incentives)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

Selected Program Details: Franchise Fee | Grant | Variable can rate/Quantity based user fee

**Jurisdiction Notes**

The JPA grant program is continuing although an allocation was not included in the FY 13/14 budget. Previous years funds will be used and the term will be nearly the same as the fiscal year from now on. In 2013 variable can rates will be evaluated by franchisors groups to analyze their long term viability although they are already in place in most service areas.

**6020-PI-ORD (Ordinances)**

Current Status: AO - Alternative and Ongoing	Program Start Year: 2000	Existed before 1990: No
	Report Year Diversion Tons: 0.00	Selected in SRRE: No
		Owned or Operated: Yes

Selected Program Details: C & D ordinance | Mandatory commercial recycling | Mandatory multi-family recycling | Mandatory waste collection

#### Jurisdiction Notes

No new agencies have adopted the Construction and Demolition Ordinance in this grant term. The County is waiting for new CalGreen regulations and Fairfax may adopt one in 2013. The JPA is evaluating tonnage misallocations at Davis Street Transfer Station that affect the C&D programs. this is noted in the Disposal Tonnage Modification and Certification.

#### 7000-FR-MRF (MRF)

Current Status: SO - Selected and Ongoing	Program Start Year: 1993	Existed before 1990: Yes
	Report Year Diversion Tons: 101109.50	Selected in SRRE: Yes
		Owned or Operated: No

#### Jurisdiction Notes

The MRRC has begun a program with local roofers to drop off asphalt shingles for processing at Asphalt Shingle Recyclers in Oakland. This project started as a Local Task Force project in late 2012 but have been operating and accomplishing great diversion in 2013.

#### 7010-FR-LAN (Landfill)

Current Status: AO - Alternative and Ongoing	Program Start Year: 1996	Existed before 1990: No
	Report Year Diversion Tons: 108234.87	Selected in SRRE: No
		Owned or Operated: No

#### Jurisdiction Notes

The Landfill started its pilot Aerated Static Pile composting program. They also are developing an addendum to their expansion EIR.

#### 7020-FR-TST (Transfer Station)

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 0.00	Selected in SRRE: Yes
		Owned or Operated: No

#### Jurisdiction Notes

#### 7030-FR-CMF (Composting Facility)

Current Status: SO - Selected and Ongoing	Program Start Year: 1990	Existed before 1990: Yes
	Report Year Diversion Tons: 46548.58	Selected in SRRE: Yes
		Owned or Operated: No

#### Jurisdiction Notes

Please see the NDFE on all facilities utilized. Marin Sanitary Service and their associated facilities use Zamora, Tam CSD and Bay Cities Refuse use West Contra Costa and the remainder use Redwood Landfill. Of this tonnage 9053.98 is combined food scraps and greenwaste the other 37494.60 tons is from the other

haulers which do not report separately commingled green and food scraps from other exclusively green material. Redwood Landfill also started their pilot Aerated Static Pile system which is under review in 2013.

**7040-FR-ADC (Alternative Daily Cover)**

Current Status: AO - Alternative and Ongoing

Program Start Year: 1995  
Report Year Diversion Tons:  
13092.12

Existed before 1990: No  
Selected in SRRE: No  
Owned or Operated: No

**Jurisdiction Notes****8010-TR-BIO (Biomass)**

Current Status: SO - Selected and Ongoing

Program Start Year: 1990  
Report Year Diversion Tons:  
25617.56

Existed before 1990: Yes  
Selected in SRRE: Yes  
Owned or Operated: No

**Jurisdiction Notes****8020-TR-TRS (Tires)**

Current Status: AO - Alternative and Ongoing

Program Start Year: 1999  
Report Year Diversion Tons:  
0.00

Existed before 1990: No  
Selected in SRRE: No  
Owned or Operated: No

**Jurisdiction Notes****9000-HH-PMF (Permanent Facility)**

Current Status: SO - Selected and Ongoing

Program Start Year: 1993  
Report Year Diversion Tons:  
0.00

Existed before 1990: Yes  
Selected in SRRE: Yes  
Owned or Operated: Yes

**Jurisdiction Notes****9010-HH-MPC (Mobile or Periodic Collection)**

Current Status: SO - Selected and Ongoing

Program Start Year: 1986  
Report Year Diversion Tons:  
0.00

Existed before 1990: Yes  
Selected in SRRE: Yes  
Owned or Operated: Yes

**Jurisdiction Notes**

Marin Sanitary began mobile HHW collection programs in Fairfax and a pilot program in San Rafael.

**9020-HH-CSC (Curbside Collection)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1992 Report Year Diversion Tons: 0.00	Existed before 1990: No Selected in SRRE: Yes Owned or Operated: No
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**Jurisdiction Notes****9040-HH-EDP (Education Programs)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1991 Report Year Diversion Tons: 0.00	Existed before 1990: Yes Selected in SRRE: Yes Owned or Operated: Yes
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**Jurisdiction Notes**

Tamalpais CSD had requested that their info on said programs not be included in general JPA outreach since they do not want residents from any part of Marin using their service or being confused by other jurisdiction's do's and don'ts lists. In 2013 the JPA applied for a HD20 grant and will be doing a mailer for less toxic alternatives and smarter buying practices.

**9045-HH-EWA (Electronic Waste)**

Current Status: SO - Selected and Ongoing	Program Start Year: 1995 Report Year Diversion Tons: 0.00	Existed before 1990: No Selected in SRRE: No Owned or Operated: No
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**Jurisdiction Notes**

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

**Fairfax:**  
**Garrett Toy**

Re: Authorization to Enter into Contracts for Used Oil Payment Grant Program (OPP4)

**Larkspur:**  
**Dan Schwarz**

Through the State's Used Oil Payment Program (OPP), CalRecycle annually awards funds to local governments to develop and maintain used oil and filter collection programs with funding determined on a per capita basis. At the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the Oil Payment Program, which was formerly managed by the Marin County Stormwater Pollution Prevention Program (MCSTOPPP).

**Mill Valley:**  
**Jim McCann**

**Novato:**  
**Michael Frank**

Over the past year OPP3 (the programs third cycle) funds have been used by the JPA to recycle used oil, institute a pilot Oil Absorbent Exchange Program at local marinas, develop bi-lingual outreach materials and content for ZeroWasteMarin.org, and to provide outreach staffing for local events.

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

The JPA has since been awarded \$81,267 in OPP4 funds. These funds have already been included in the JPA's FY 13-14 budget, but requests authorization to enter into contracts for execution of the programs.

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

## Recommendation

Adopt a Motion authorizing the Executive Officer to implement the Used Oil Payment Program Fourth Cycle and enter into contracts not to exceed \$81,267.

**Tiburon:**  
**Margaret Curran**

Attachment

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## REQUEST FOR APPROVAL

**To:** **Howard Levenson**  
Deputy Director, Materials Management and Local Assistance Division

**From:** **Laurie Kikumoto**  
Acting Branch Chief, Financial Resources Management Branch

**Request Date:** September 24, 2013

**Decision Subject:** Awards and Distribution of Payments for the Used Oil Payment Program (Used Oil Recycling Fund, FY 2013/14)

**Action By:** October 14, 2013

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**Summary of Request:**

Staff requests approval of payments for the Used Oil Payment Program (OPP) Cycle 4, Fiscal Year (FY) 2013/14.

Public Resources Code (PRC) Sections 48600 et seq. authorizes CalRecycle to make payments to local jurisdictions for the implementation of local used oil collection programs. For FY 2013/14 a total of \$11,000,000 is available for payments to qualifying OPP applicants. CalRecycle received two hundred and twelve (112) eligible applications. Upon approval of this Request for Approval, the FY 2013/14 allocated funds will be encumbered and distributed to recipients in either October 2013 or April 2014. Applicants who requested an early October payment must meet the established criteria to be eligible. All funds shall be available for expenditure until June 30, 2015, and are subject to the annual reporting requirement starting in August 2014.

**Recommendation:**

Staff recommends approval of payments to qualifying OPP Cycle 4 applicants as identified in Table 1 (disbursement in October 2013) and Table 2 (disbursement in April 2014). Table 1 lists eight recommended recipients totaling \$375,399 for disbursement in October 2013. Table 2 lists 204 recommended recipients totaling \$10,624,601 for disbursement in April 2014.

**Table 1. Proposed Used Oil Payment Program (OPP4) Payments Disbursement in October 2013**

Applicant (Lead) Name	Participant Name	Award Amount
City of Camarillo		\$ 19,037
City of Covina		\$ 13,805
City of San Marino		\$ 5,000
City of Vernon		\$ 5,000
Marin County Hazardous and Solid Waste Management		\$ 81,267
	City of Belvedere	
	City of Larkspur	

Applicant (Lead) Name	Participant Name	Award Amount
	City of Mill Valley	
	City of San Rafael	
	City of Sausalito	
	Marin County	
	Town of Corte Madera	
	Town of Fairfax	
	Town of Ross	
	Town of San Anselmo	
	Town of Tiburon	
<b>Riverside County</b>		<b>\$ 101,826</b>
<b>San Luis Obispo County Integrated Waste Management</b>		<b>\$ 84,197</b>
	City of Arroyo Grande	
	City of Atascadero	
	City of El Paso De Robles	
	City of Grover Beach	
	City of Morro Bay	
	City of Pismo Beach	
	City of San Luis Obispo	
	San Luis Obispo County	
<b>Santa Cruz County</b>		<b>\$ 65,267</b>
	City of Capitola	
	City of Santa Cruz	
	City of Scotts Valley	
	<b>OCTOBER 2013 TOTAL =</b>	<b>\$ 375,399</b>

**Table 2. Proposed Used Oil Payment Program (OPP4) Payments Disbursement in April 2014**

Applicant (Lead) Name	Participant Name	Award Amount
<b>Amador County</b>		<b>\$ 35,000</b>
	City of Amador	
	City of Lone	
	City of Jackson	
	City of Plymouth	
	City of Sutter Creek	
<b>Butte County</b>		<b>\$ 39,110</b>
	City of Biggs	
	City of Gridley	
	City of Oroville	
<b>Calaveras County</b>		<b>\$ 16,947</b>
	City of Angels Camp	
<b>Castro Valley Sanitary District</b>		<b>\$ 40,928</b>
	Alameda County	
	Oro Loma Sanitary District	
<b>City and County of San Francisco</b>		<b>\$ 231,685</b>



Applicant (Lead) Name	Participant Name	Award Amount
	City of Wildomar	
Yolo County		\$ 15,000
	City of Winters	
	<b>APRIL 2014 TOTAL =</b>	<b>\$ 10,624,601</b>

**Funding:**

The FY 2013/14 Budget Act allocates \$11,000,000 to the Used Oil Recycling Fund for the Used Oil Payment Program for this fiscal year.

Fund Source	Amount Available	Amount to Fund Item	Amount Remaining	Line Item
Used Oil Recycling Fund (FY 2013/14)	\$11,000,000	\$11,000,000	\$0	Local Assistance/Grants
<b>Total</b>	<b>\$11,000,000</b>	<b>\$11,000,000</b>	<b>\$0</b>	

**Deputy Director Action:**

On the basis of the information and analysis in this Request for Approval and the findings set out herein, I hereby conditionally approve payments to qualifying OPP4 Cycle applicants listed in Table 1 and 2. These payments are subject to funding availability. Additionally, I direct staff to provide any other documentation that is necessary and appropriate to facilitate the issuance of payments. The conditions of approval are that applicants must:

1. Comply with the OPP Cycle 4 Guidelines.
2. Provide full repayment of any outstanding/unspent OPP funds owed by the Applicant/Recipient (or Participating Jurisdiction, if applicable) to CalRecycle within 90 (ninety) calendar days of the date of this conditional approval.

**Dated:** 10/1/13

*Howard Levenson*

Howard Levenson  
Deputy Director

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

Re: Addendum to Agreement with ZunZun for Recycling Assemblies

**Fairfax:**  
**Garrett Toy**

It is recommended your Board approve the attached contract addendum with ZunZun to extend their existing contract for one year and augment the existing contract by \$15,000 for a total of \$30,000 – utilizing already budgeted funds.

**Larkspur:**  
**Dan Schwarz**

This addendum will allow ZunZun to continue providing musical recycling assemblies to schools throughout Marin County. Funding for this addendum is appropriated in the current JPA Zero Waste Budget.

**Mill Valley:**  
**Jim McCann**

This will be the fourth year ZunZun has marketed; scheduled and presented musical recycling assemblies to Marin County Schools (Novato does not participate in the JPA's zero waste activities). Staff has received great feedback from the schools regarding the performance assemblies. ZunZun has presented to over 5000 students and parents annually. ZunZun's final report for the current contract is not due yet, but enclosed for your review is the final report for Fiscal Year 2011-2012.

**Novato:**  
**Michael Frank**

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

The insurance policies for ZunZun are in the process of being renewed and it is requested you authorize your Executive Officer to sign this addendum pending receipt of the updated insurance policies.

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

Recommendation:

Adopt a Motion authorizing the Executive Officer to execute the attached agreement.

**Tiburon:**  
**Margaret Curran**

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**ZunZun Assembly Programs for  
Marin County Hazardous Waste and Solid Waste Joint Powers Authority  
FINAL REPORT 2011-2012  
October 17, 2012**

ZunZun performed "Recycled Music" for schools in the Marin County Hazardous Waste and Solid Waste Joint Powers Authority (Marin JPA) service area in the 2011-2012 year. ZunZun performed at 17 locations for approximately 4,570 students and approximately 450 parents, teachers and camp counselors for a total audience of 5020. The musical assemblies introduced students to the topics of waste reduction, pollution prevention, and recycling. The assemblies were in Spanish and English, depending on the language spoken by audience members. The assemblies included California State Education standards in Science, Math, Language Arts, Language Arts Development, and Fine Arts so that they easily tied into the teachers' curriculum.

Included in this final report are the following:

- Outreach
- Supplemental Materials
- State Standards
- Performances
- Evaluations
- Program Evaluation Summary
- Final Performance Schedule

Enclosed with this report, please find:

- Pre and Post Assembly Activities
- Newsletter Articles (1 general and 1 for Marin Sanitary Service schools)

## **OUTREACH**

A list of target schools was created by ZunZun and Marin JPA. Since this was ZunZun's first year working with many of the schools, much of our efforts with school staff involved familiarizing them with who we are and introducing this wonderful FREE program available to their students.

ZunZun contacted each school to determine the assembly coordinator. We then emailed or faxed a flyer to the contact person at each school site to inform them of the assembly program. ZunZun followed up by phone and email to answer questions about the program and book the assemblies. All schools booked directly with ZunZun, who provided an updated performance schedule to Jeff Rawls monthly.

Prior to each scheduled assembly, we emailed a confirmation letter with assembly details to the contact person at each school. One week before the scheduled performance, we called schools to confirm show times.

### **SUPPLEMENTAL MATERIALS**

Supplemental materials to aid in retention of the assembly information were sent to each school one month prior to the assembly. Post assembly activities focusing on waste reduction, watershed protection and recycling and how they tie together were made available to teachers at the assembly for use after the performances. A newsletter article about the performance was also emailed to help inform students' families of the presentation and to encourage parents to ask questions about what the students learned.

Also, the newsletter article provided information on websites where parents can learn more and help Marin be waste-free by 2025. The activities and newsletter facilitate discussions in the classroom and at home about Marin JPA's message and the ZunZun show. Samples of these materials are included with this report. Also, at schools served by Marin Sanitary Service, we handed out information about the specific tours and programs they provide.

### **PERFORMANCES**

We design our assembly segments to be interactive and to appeal to the many learning styles of the students. All shows contain visuals, call and response, movement, comedy, and lots of fun facts. All assemblies are performed in English and Spanish, with a greater emphasis on Spanish whenever necessary. Each assembly is 45 minutes in length. The segments were as follows:

This year's assemblies contained some, if not all, of the following segments:

#### **Conch Shells**

We open this segment by playing large conch shells, which are loud and draw the attention of the audience. We explain that these instruments that are found in nature as many instruments have been for thousands and thousands of years. The environment has changed over the years and resources have dwindled because of human actions. We then introduce the idea of celebrating what people are doing to reverse the damage humans have done to the earth and begin to provide ideas of how to help our planet. We then show instruments from the Andes which come directly from nature and the things people had to use rather than throw them away. We bring up students to help perform an Andean piece.

### **Recycled Limbo**

For this segment, we move back in time to the mid-1900s. Oil cans were being left all over the world during World War II as ships were engaged in war. On the islands of Trinidad and Tobago, rather than dumping them or pushing them into the ocean, these oil cans were re-used and the steel pan instrument was invented. Also, we show mbira from Africa, made from spoon handles, wood and bottle caps and marimbula. Marimbula is made from wood left over after construction and pieces of metal from the junk yard. We use this instrument to highlight new innovations in recycling construction materials and websites that help people connect to reuse their construction and other materials. Students do a limbo.

### **"Hour After Hour", 2,500,000 Bottles**

We show how many plastic water bottles are thrown away every hour in the U.S. using a place value activity. Initially, three students join us in performance area and hold the numbers 2, 5 and 0 (two hundred and fifty). We ask, "Do you think that's the number of bottles thrown away, not recycled, in the United States every hour? No, there are more! We need another volunteer!" By adding a zero each time another child joins in, the number grows and grows until we reach 2,500,000. This is the number of bottles estimated to be thrown away, not recycled, every hour in the U.S. We use this segment to reiterate the importance of keeping plastics out of the landfill (not throwing the bottles away, recycling them) and also to encourage families to use tap water. We explained how tap water is clean and safe to drink, and that it costs fractions of what people pay for bottled water. This activity is appropriate for older grades, 3<sup>rd</sup> and up, who have studied or are studying place value. It is also a good segue into reusable items: water bottles, shopping bags, etc.

### **Recycled Game Show**

This is a segment that introduces elements particular to the school and local community's recycling efforts and is a way for the audience to show what they already know about recycling practices. We invite teachers to come up and read an information card about a something that either is good for the environment (composting, recycling paint and oil, using reusable bottles and bags), or bad (throwing plastic bags in the air, dumping paint in the storm drain) and have the audience vote by clapping (good) or saying by "Wah Wah Wah" (bad). We also get students to make sound effects and help us sing the Recycling Game Show theme song. Teachers receive prizes at the end (seeds for the school garden, recycled bottle shoelaces, etc.).

## **STATE CONTENT STANDARDS**

In addition to being an extremely fun recycling education experience, ZunZun assemblies cover a large number of California State Content Standards for grades K-6. Because we use music and musical instruments, they meet many **Visual and Performing Arts Standards**. As the assemblies are about recycling and rot issues, they cover **Science Content Standards**. Students are learning new vocabulary and words, so they are meeting many **Language Arts and English Language Development Standards**. We introduce instruments from around the world, which meets many standards in **History- Social Science Standards**. We use both Spanish and English which meets **English Language Development Standards** and **World Language Content Standards**. Finally, we touch on many of the newly introduced standards for Environmental Education adopted by the State of California.

A few specific examples of State Content Standards in **Science, Language Arts, and Visual and Performing Arts** met in our shows are as follows:

**Science:** Earth Science education for all grade levels is included in every assembly. (ie: Grade 3 physical science i.e., i.f.; Grade 5, earth sciences 3a, 3b, 3c) Education standards regarding decomposition and rot are addressed.

**Language Arts:** Use of rhythm and rhyme to remember a concept. Seeing/ hearing a description while repeating a rhyme that reiterates the definition. (See CA Content Standards, Reading Standards- Craft and Structure, Key Ideas and Details Integration and Knowledge of Ideas. Also Speaking and Listening Standards for grades K-6).

**Visual and Performing Arts:** As students sing and perform with us in the assembly, they are not only hearing music (All grades, Music Standards 1.1-1.5), but performing it (Grade 2, Music Standards, 2.1, 2.2 for example).

Because all students learn differently, ZunZun strives to use as many different types of learning tools as possible in our assemblies, so they are learning *visually, musically, physically, scientifically, mathematically, verbally*. Students are thinking things through, moving and singing throughout. In summary, so many standards are contained in the assemblies it would be a very long list to include them all here. Finally, the assemblies are a celebration of what *kids can do* so they leave empowered and inspired!

## EVALUATIONS

An evaluation link and brief instructions were emailed to our school contact during the week of each school's assembly. If feedback was not received within a few weeks, a follow-up email was sent to remind the schools to complete the survey.



The evaluation feedback was overwhelmingly positive with all evaluations saying they would like Marin JPA to continue with this or a similar program in the future. A summary of completed evaluations is included with this report. We received a total of 45 completed surveys. We would like to meet with Jeff Rawls to review the volume of feedback and discuss options to improve it. This was our first year using electronic evaluations rather than paper, and we have received fewer total evaluations than in past years. We would like to discuss the benefits of online evaluations vs. paper prior to next year's program.

A sampling of feedback is as follows:

"Zun-Zun was absolutely fantastic, fabulous, incredible, amazing, and awesome! Our students and teachers learned SO much from them! Interesting, captivating, inspiring, and completely educational! Their musical ability and knowledge of how to captivate our audience of all ages was very appreciated! I hope they continue to be a part of your program!"

-Kindergarten Teacher, Silveira Elementary

"This was one of the easiest, most professional, entertaining, and effective assemblies BV has hosted. Thank you so much for bringing your magic and innovative team to our kids. Very inspiring! I had kids bringing stuff from home the next day that they'd created with their parents that night! What more could I ask for? Thank you."

-2nd Grade Teacher, Bahia Vista Elementary

"I love the Zun Zun assemblies. The combination of music made with fun and unusual instruments and a strong message about recycling is very memorable. It makes a big impact on my students."

-2/3rd Grade Teacher, Manor Elementary

"This is the second time ZunZun came to our school....they are absolutely wonderful.....I have used their assemblies to expand on curriculum many times because there is so much kid interest after them. Their message about water and recycling was appropriate and excellent for my students. Thanks!"

-2/3rd Grade Teacher, Lagunitas Elementary

"I was so inspired by this presentation. These gifted presenters "GET" kids! The energy was palpable and the information very rich. The kids were so engaged (and

so were we, the teachers)! No doubt, this is the best school assembly I've ever seen. Thank you for your time and your enthusiasm. It was a great way to start our morning!"

-Resource Teacher, Silveira Elementary

### PROGRAM EVALUATION SUMMARY

Survey respondents were given the following instructions: Rate the following by circling the most appropriate score, with 7 being the highest or best rating and 1 being the lowest rating.

1. Rate the educational value of this program.

*93% awarding 5 or higher.*

2. Rate the program's ability to stimulate student discussion.

*93% awarding 5 or higher.*

3. Rate the likelihood that students will retain the material covered.

*91% awarding 5 or higher.*

4. Rate how well the program covered the importance of waste reduction and choices to make in the store about packaging and the concept of sustainability.

*91% awarding 5 or higher.*

5. Rate how well the program explained how to recycle in the most effective way.

*89% awarding 5 or higher.*

6. Rate the effectiveness of the audience participation activities in keeping the students' attention and reinforcing the educational message.

*100% awarding 5 or higher.*

7. Rate the ability of live presentations such as this one to increase the students' capacity for retaining the educational message.

*100% awarding 5 or higher.*

8. Was the program delivered in a friendly, professional and age-appropriate manner?

*of 100% awarding 5 or higher.*

9. Would you like to see Marin Waste JPA continue with this or a similar program in the future? Yes or No

*100% answered "Yes" to this question.*

### FINAL PERFORMANCE SCHEDULE

<u>Date</u>	<u>School</u>	<u># of Shows</u>	<u>Times</u>	<u># Students</u>	<u>City</u>
4/6	Dunham Academy	1	2:30	40	San Rafael
4/25	Bacich	2	11:00	650	Kentfield
4/26	Neil Cummins	2	10:15 & 11:00	725	Larkspur
4/26	Montessori Terra Linda	1	2:00	80	San Rafael
4/27	Brandeis Hillel	1	11:15	75	San Rafael
5/18	Marin Horizons	1	1:10	120	Mill Valley
6/2	Home & Garden Expo	1	10:15	50	San Rafael
6/20	Camp Doodles - SR	1	1:30	120	San Rafael
6/21	Camp Doodles - MV	1	9:45	150	Mill Valley
6/22	Steve & Kate's - Kntfld.	1	10:15	125	Mill Valley
6/22	Steve & Kate's - MV	1	1:45	125	Kentfield
7/2	Marin County Fair	1	12:30	350	San Rafael
7/3	Marin County Fair	1	11:30	200	San Rafael
9/19	Manor	2	9:25 & 10:30	400	Fairfax
9/20	Bahia Vista	2	8:30 & 9:30	650	San Rafael
9/20	Lagunitas	1	2:00	300	San Geron.
9/21	Strawberry Point	2	9:30 & 10:30	410	Mill Valley
TOTALS				4570	
10 Schools, 3 Public Events, and 4 Camps				Students	

**FIRST ADDENDUM TO AGREEMENT**  
**BY AND BETWEEN THE**  
**MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY**  
**AND ZUNZUN**

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THIS ADDENDUM is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the **MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY**, a political subdivision of the State of California (hereinafter referred to as "JPA") and **ZUNZUN** (hereinafter referred to as "Contractor")

RECITALS

WHEREAS, the JPA and the Contractor entered into an agreement for musical assemblies to Marin County schools regarding recycling and waste reduction from kindergarten to sixth grade students; dated October 25, 2013 ("Agreement"); and

WHEREAS, Sections 4 and 5, and Exhibit "B" to the agreement obligated Contractor to provide services not to exceed the maximum sum of \$15,000 and to complete the services by October 31, 2013; and

WHEREAS, the parties desire to amend the agreement to continue the same services outlined in Exhibit "A", increase the contract amount by \$15,000 to \$30,000 and extend the time to complete the services to October 31, 2014.

NOW, THEREFORE, the parties agree to modify Sections 4 and 5, Exhibit "B" as set forth below.

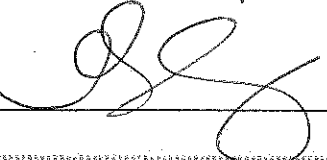
AGREEMENT

1. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.
2. ☒ Updated Certificate of Insurance(s) attached hereto.
3. Section 4, "MAXIMUM COST TO JPA" is hereby amended to read as follows:  
In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of \$30,000 including direct non-salary expenses.
4. Section 5, "TIME OF AGREEMENT" the first sentence is hereby amended to read as follows:  
This contract shall commence on October 25, 2012 and shall terminate on October 31, 2014.
5. Exhibit "B" "FEES AND PAYMENT SCHEDULE" is hereby amended to read as follows:  
Contractor shall be paid up to the maximum sum of \$30,000 as indicated in Section 4 of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the day first written above.

CONTRACTOR: Gwynne Cropsay

JPA: \_\_\_\_\_

By 

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

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

\_\_\_\_\_  
County Counsel

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Steve Devine, Program Manager

**Fairfax:**  
**Garrett Toy**

Re: Authorization to Enter into Contract(s) and Use Contingency Funds  
for Bulb & Battery Program

**Larkspur:**  
**Dan Schwarz**

This program was designed and created by the Marin County Department of Public works with grant funding from the California Department of Resources Recycling and Recovery (CalRecycle). The Bulb & Battery Take-Back Program has facilitated the collection of 212,000 feet (~40 miles) of fluorescent light tubes, 22,200 CFL bulbs, and 52,700 (26.4 tons) of batteries.

**Novato:**  
**Michael Frank**

In FY 11-12 and 12-13 the JPA Board authorized a \$40,000 budget item to fund the Bulb & Battery Take-Back Program which collects select Household Hazardous Waste (HHW) at eleven volunteer retail and grocery locations throughout the County. This program allows residents to conveniently and safely dispose of fluorescent tubes, bulbs, and household batteries, while they shop for replacement items.

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

**San Rafael:**  
**Nancy Mackle**

This program is now in its fifth year, and given the ever increasing amount of material collected, the program's success is apparent. Included in the FY13-14 budget is a \$45,000 line item to continue funding the program. Staff initially intended to contract with Evergreen Environmental who has provided service for the past three years, and was awarded the most recent \$25,000 service contract, however a price increase of potentially 50% has prompted the need to research alternative options. Evergreen has been purchased by Safety-Kleen, who now also owns Clean Harbors, reducing the number of vendors who compete to provide this service. Another hauler suited to provide service, PSC, provided a quote which would result in a potential annual program cost of \$90,000.

**Sausalito:**  
**Adam Politzer**

**Tiburon:**  
**Margaret Curran**

Given the complexity of the current options, future services for the fiscal year are expected to utilize the remaining \$20,000 in the budget, and exceed the approved FY 13-14 line item budget by \$15,000 to \$25,000. Accordingly, staff is recommending authorizing the release \$25,000 from the HHW fund contingency line (which currently includes \$191,394).

### Recommendation

Adopt a Motion authorizing the transfer of \$25,000 from HHW fund reserves to continue program operations and authorize the Executive Officer to enter into the best value collection and recycling contract(s) not to exceed \$45,000.

Attachment: 1. Table of Historical Bulb and Battery Volumes

### Historical Bulb and Battery Volumes

Evergreen / COM Contracts			Evergreen Contract #1			Evergreen Contract #2			Evergreen Contract #3 (Current)		
Feet of Bulbs	CFL's	Lbs of Batteries	Feet of Bulbs	CFL's	Lbs of Batteries	Feet of Bulbs	CFL's	Lbs of Batteries	Feet of Bulbs	CFL's	Lbs of Batteries
34,049	5,917	12,859	34,310	6,393	13,632	49,558	5,584	14,181	15,592	5,584	7,989
Feet	Units	Lbs	Feet	Units	Lbs	Feet	Units	Lbs	Feet	Units	Lbs
6.4		6.4	6.5		6.8	9.4		7.1	3.0		4.0
miles		Tons	miles		Tons	miles		Tons	miles		Tons

FMBB # 900001268

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
**Mary Neilan**

Date: October 24, 2013

**Corte Madera:**  
**David Bracken**

To: JPA Board Members

**County of Marin:**  
**Matthew Hymel**

From: Michael Frost, Executive Director

**Fairfax:**  
**Garrett Toy**

Re: Novato Household Hazardous Waste Grant

**Larkspur:**  
**Dan Schwarz**

The FY 13-14 JPA budget allocates \$27,792 to the Novato Sanitary District to support Novato's Household Hazardous Waste (HHW) Program. Self-haul tonnage is subject to JPA fees (the same as tonnage collected by franchised haulers) however, Novato does not participate in the JPA's general HHW program. This grant allocation, now in its eleventh year addresses an equity issue insuring a benefit to Novato from fees collected on waste tonnage originating from that community.

**Mill Valley:**  
**Jim McCann**

**Novato:**  
**Michael Frank**

This program's funding is calculated on the HHW portion of the JPA fees for Novato self-haul material disposed at the Redwood Landfill.

**Ross:**  
**Rob Braulik**

**San Anselmo:**  
**Debbie Stutsman**

Please recall that Novato operates its own HHW program and thus does not participate in the service or fee collection for the HHW program overseen by the San Rafael Fire Department – and operated by Marin Resource Recovery Association.

**San Rafael:**  
**Nancy Mackle**

**Sausalito:**  
**Adam Politzer**

This grant allocation no longer includes a \$15,003 annual payment for a ten-year reimbursement plan that was devised to offset a past situation in which self-haul fees collected for HHW programs were not being properly allocated to benefit Novato.

**Tiburon:**  
**Margaret Curran**

## Recommendation

Adopt a Motion authorizing the Executive Officer to sign a grant contract substantially similar to that attached, not to exceed \$27,792, following the documents approval by the Novato Sanitary District.

Attachment.

*F:\Waste\JPA\JPA Agenda Items\JPA 131024\Novato HHW Grant.doc*



# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

## PROFESSIONAL SERVICES CONTRACT 2012 - 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 Novato Sanitary District, hereinafter referred to as "Contractor."

### **RECITALS:**

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

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

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

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

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

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

### **1. 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 **\$27,792.00** 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 the date this agreement is made and entered into, and shall terminate on June 30, 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 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 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.

#### **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 System for Award Management at [www.sam.gov](http://www.sam.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: Steve Devine, Program Manager

Dept./Location: Department of Public Works, Waste Mgmt. Div.  
899 Northgate Ave, Ste 100  
San Rafael, CA 94903

Telephone No.: 415.473.6647

Notices shall be given to Contractor at the following address:

Contractor: Novato Sanitary District  
Beverly James, General Manager  
Address: 500 Davidson St.  
Novato, CA 94945

Telephone No.: 415.892.1694

## 22. **ACKNOWLEDGEMENT OF EXHIBITS**

☐ **Check applicable Exhibits**

**CONTRACTOR'S  
INITIALS**

**EXHIBIT A.**

<input checked="" type="checkbox"/>	<b>Scope of Services</b>	
<input checked="" type="checkbox"/>	<b>Fees and Payment</b>	
<input checked="" type="checkbox"/>	<b>Insurance Reduction/Waiver</b>	
<input type="checkbox"/>	<b>Contractor's Debarment Certification</b>	
<input type="checkbox"/>	<b>Subcontractor's Debarment Certification</b>	

**EXHIBIT B.**

**EXHIBIT C.**

**EXHIBIT D.**

**EXHIBIT E.**

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED BY JPA:**

By: \_\_\_\_\_  
Executive Officer

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

**JPA Counsel:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXHIBIT "A"**  
**SCOPE OF SERVICES (required)**

**GRANT SERVICES TO BE PROVIDED BY CONTRACTOR**

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

**REPORTING**

The CONTRACTOR shall submit to JPA Staff no later than July 16, 2014 a Final Report which will provide an accounting of grant expenses and activities incurred during the contract term. This report shall minimally include the following information:

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

**EXHIBIT "B"**  
**FEES AND PAYMENT SCHEDULE (required)**

**COMPENSATION OR FEES TO BE PAID TO CONTRACTOR**

**GRANT TERM**

The term of the grant shall commence on date this Agreement is entered into on first page, and shall terminate on the date identified on page 1. All costs must be incurred during the grant term.

**GRANT FUNDING**

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

**ELIGIBLE COSTS**

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

**PAYMENT OF GRANT FUNDS**

Grant funds , identified on page 1 , will be paid as JPA revenue become available. Additionally, notwithstanding any other provisions of this agreement, the JPA's obligations under this Contract are contingent upon and subject to the availability of funds for this grant

**EXHIBIT "C"**

**INSURANCE REDUCTION/WAIVER (if applicable)**

CONTRACTOR: Novato Sanitary District

CONTRACT TITLE:

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>
<b>General Liability Insurance</b>	<input type="checkbox"/>	\$	
<b>Automobile Liability Insurance</b>	<input checked="" type="checkbox"/>	\$1,000,000	
<b>Workers' Compensation Insurance</b>	<input type="checkbox"/>		
<b>Professional Liability Deductible</b>	<input type="checkbox"/>	\$	

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

Professional liability is not required for this type of service.

Contract Manager Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Extension: \_\_\_\_\_



**EXHIBIT D**

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

**EXHIBIT E**

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

# Recycling is the only legal way to dispose of used motor oil & filters

El reciclaje es la única manera legal de eliminación de aceite de motor usado y filtros



See other side for convenient  
used oil recycling locations

Vea el reverso para conocer convenientes  
sitios de reciclaje de aceite usado

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RECICLE EL  
ACEITE Y FILTROS  
USADOS EN LOS  
SIGUIENTES  
SITIOS

¡ES GRATIS!

SITIOS DE RECOLECCIÓN EN  
EL CONDADO DE MARIN

EL RECICLAJE  
ES LA ÚNICA  
MANERA LEGAL DE  
ELIMINACIÓN DE  
ACEITE DE MOTOR  
USADO Y FILTROS

Para obtener más información y  
recursos para el reciclaje de otros  
materiales,

[www.ZeroWasteMarin.org](http://www.ZeroWasteMarin.org)

o llame al 1-800-280-6208 para  
obtener información en español

# RECYCLE USED OIL & FILTERS AT THESE LOCATIONS

IT'S FREE!

## MARIN COUNTY COLLECTION SITES

### D & K Auto Services

34 Corte Madera Ave, Corte Madera; (415) 924-3510

### Jiffy Lube #655

374 Miller Ave, Mill Valley; (415) 383-6416

### Bracken Auto Service

11401 St Rte 1, Point Reyes Station; (415) 663-0633

### Marin HHW Facility

565 Jacoby Street, San Rafael, (415) 485-6806

### R A B Motors

540 Francisco Blvd, West, San Rafael; (415) 455-5535

### Heynneman European

1105 E Francisco Blvd #6, San Rafael; (415) 499-1234

### O'Reilly Autoparts #4146

75 Bellam Blvd, San Rafael; (415) 454-5881

### Pennzoil 10-Minute Oil Change

1524 2nd Street, San Rafael; (415) 457-5823

### O'Reilly Autoparts #4150

1323 2nd Street, San Rafael; (415) 454-2963

### Pennzoil 10-Minute Oil Change

908 Diablo Ave, Novato; (415) 898-5823

### Novato Recycling

7576 Redwood Highway, Novato; (415) 897-4177

### Oil Changer #626

133 Vintage Way, Novato; (925) 734-5816

### Ron Cromwell Chevron Service

1549 S Novato Blvd, Novato; (415) 892-5393

### O'Reilly Autoparts #0499

1400 S Novato Blvd, Novato; (415) 897-5338

For more information and resources for recycling  
many other materials,

[www.ZeroWasteMarin.org](http://www.ZeroWasteMarin.org)

RECYCLING  
IS THE ONLY  
LEGAL WAY TO  
DISPOSE OF  
USED MOTOR  
OIL & FILTERS

ZERO  
WASTE  
MARIN



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a location  
near you.