

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

Board of Directors Meeting
Thursday, May 16, 2013
Marin Municipal Water District
220 Nellen Avenue, Corte Madera
9:00 -10:00 AM
AGENDA

Call to Order.

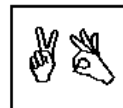
Regular Agenda

1. JPA Board Meeting Minutes from February 28, 2013. (Action)
2. FY 13-14 JPA Budget and Assessment Schedule. (Action)
3. Presentation by O'Rorke Inc. on Stakeholder Interview Findings. (Oral Report)

Consent Calendar

4. Authorization for Contract with Evergreen Environmental for Bulb and Battery Program. (Action)
5. Authorization for Contract with C2 Alternative Services for Oil Payment Program. (Action)
6. Authorization for Contract with Brad Damitz for Oil Payment Program. (Action)
7. Authorization for Contract with Marin Resource Recovery for Oil Payment Program. (Action)
8. Signature Authority for Marina Agreements for Oil Payment Program. (Action)
9. Signature Authority for Marin Waste Hauler for Oil Payment Program. (Action)
10. Five Year Regional Agency Integrated Waste Management Plan Review Report Submittal. (Information)
11. Approval of the Third Cycle Zero Waste Grant Program and Forms. (Action)
12. HD-20 Grant Acceptance. (Action)

End Consent Calendar



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. Page 1

Contact the County's Waste Management Division, at (415) 473-6647 for more information

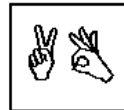
Resume Regular Agenda

13. Audit and Financial Statements for Year Ending June 30, 2012. (Action)
14. Presentation by CalRecycle on Site Visits to Cities and Towns. (Oral Report)
15. Recommendation by Local Task Force for the JPA to Prepare a Five Budget and Strategic Plan. (Action)
16. Staff Report on Recent and Ongoing Activities. (Oral Report)
17. Open Time.
18. The next JPA Board Meetings are: Executive Committee: 7/18/2013 and Full JPA Board 11/21/2013.

Agendas & staff reports available at:

<http://zerowastemarin.org/who-we-are/2012-jpa-agendas-and-minutes-2/>

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DRAFT

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting
Thursday February 28, 2013
San Rafael City Council Chambers
1400 5th Ave., San Rafael, CA 94901
8:30 - 9:30 AM

MINUTES

MEMBERS PRESENT

Nancy Mackle, San Rafael
Matthew Hymel, County of Marin
Dan Schwarz, Larkspur
Adam Politzer, Sausalito
Jim McCann, Mill Valley
David Bracken, Corte Madera
Debra Stutsman, San Anselmo
Margaret Curran, Tiburon
Rob Braulik, Ross
Mary Neilan, Belvedere

Members Absent

Michael Frank, Novato
Garret Toy, Fairfax

STAFF PRESENT

Steve Devine, JPA Staff
Alex Soulard, JPA Staff
Kiel Gillis, JPA Staff
Tom Lyons, County Counsel

OTHERS PRESENT

Renee Goddard, JPA LTF
Dee Johnson, Novato Sanitary Dist.
Krysty Emery, CalRecycle
Sam Ferrero, CalRecycle
Patty Garbarino, Marin Sanitary Svc.
Judy Anderson, Fairfax
Tracy Keough, O'Rorke
Connie Zhang, O'Rorke
Grier Matthews, O'Rorke
Emiko Hashisaki, O'Rorke
Abe Lieder, Rincon Consultants
Kerry Mazzoni, San Rafael
David Biggio, Mill Valley Refuse
Greg Christie, Bay Cities Refuse
Linda Shiffman, Sausalito Sustainability Comm.
Bob Brown, Sustainable Community Planning

Call to Order: The JPA Board meeting came to order at 8:31 AM.

Regular Agenda

1. JPA Board Meeting Minutes from January 24, 2013. (Action)

M/s McCann/Hymel to approve the minutes from the January 24 2013 JPA Board meeting. The motion passed unanimously.

2. Presentation from County Counsel on Recent Developments in Litigation Regarding the Redwood Landfill in Novato

Tom Lyons of County Counsel provided a brief update on the litigation regarding the Redwood Landfill Final Environmental Impact Report (EIR). Counsel stated the initial appeal against the County of Marin was on the basis of the Community Development Agency's ability to certify the EIR. The Superior Court ruled in favor of the County on that issue. A second appeal regarding the adequacy of the EIR has been filed and is pending a decision. No comments were heard from the public. No action was necessary.

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

Staff reviewed the selection process following the Zero Waste Outreach Request for Proposal and summarized the relevant experience of the recommended contractor, O'Rorke, Inc. Chair Mackle noted her satisfaction in the selection process which included members from the JPA Board and LTF on the interview panel and commended their efforts. No comments were heard from the public. M/s Hymel/McCann to approve the attached contract and authorize the JPA Executive Officer to sign said contract. The motion passed unanimously.

4. Zero Waste Outreach Stakeholder Interview Appointments

Staff reported the Zero Waste Outreach contractor will need input from various stakeholders and identified LTF members have already been chosen during the February 6, 2013 LTF meeting. Staff requested JPA Board appoint members to be selected for stakeholder interviews. No comments were received from the public. M/s Hymel, McCann to appoint members Stutsman, Mackle, Neilan, Toy, McCann to be interviewed. The motion passed unanimously.

5. Development of a Model Single Use Bag Ordinance and Associated CEQA Analysis

Staff reported on the efforts made by the JPA Single Use Bag Subcommittee (members Mackle, McCann) and reviewed the selection process of the two RFP respondents; Sustainable Community Planning and Rincon Consultants. Staff also noted that during the budget process funding for this project was discussed, but not included in the approved FY 12/13 budget. Member McCann reported the findings of the JPA Subcommittee, outlined their recommendation, and extended gracious appreciation to both respondents for their extensive efforts in working with the subcommittee in the development of this program. Ms. Goddard recommended the Board consider a voter initiative to minimize litigation issues and encourage community involvement based on her experience in the plastic bag ban adopted by the Town of Fairfax. M/s McCann/Hymel authorizing the Executive Officer to enter into a contract in an amount not to exceed \$60,000 with Rincon Consultants and instruct the County Department of Finance to make the following budgetary adjustment in the JPA Administration budget transferring the agreed contract amount from General Contingencies (Account: 70070-9000010) to Contract Services (Account: 70070-5210100). The motion passed unanimously.

Consent Calendar

6. Appoint Dee Johnson to Vacant Special District Local Task Force Seat

7. CalRecycles Grant Authorization Resolution

End Consent Calendar

No public comments were received. M/s Hymel, McCann to appoint Dee Johnson to the vacant Special District seat on the Local Task Force and direct Chair Mackle to sign Resolution 2013-01 – “Regional Authorization” and Resolution 2013-02 – “Single Authorization”. The motion passed unanimously.

8. Staff Report on Recent and Ongoing Activities

Staff updated the Board on ongoing activities, including Staff's appreciation to all Member agencies in expediting the turnaround of support letters for the HD-20 Discretionary Household Hazardous Waste Grant application, a reminder of the Federal DEA Drug Take-Back event occurring April 27, the JPA supported NCRA Zero Waste Week event occurring March 17-22, and a reminder that that JPA meetings will adjust to follow in line with the Marin Managers meetings regarding meeting dates, times and locations. No public comment was heard. No action was necessary.

9. Open Time

No public comment was received.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Michael Frost, Executive Officer

Re: FY 13-14 JPA Budget and Assessment Schedule

Fairfax:
Garrett Toy

Enclosed is the proposed FY 13/14 budget and assessments for the Hazardous and Solid Waste Management Joint Powers Authority (JPA). This budget proposes a 15.8% increase over the originally approved FY 12/13 assessments (or a 4.6% increase in the year over year revenue requirement when four, Board approved FY 12-13 mid-year budget adjustments are considered) for the following reasons, in addition to other minor adjustments:

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

- The HHW Program budget has increased by \$256,104 over the modified FY 12/13 budget as the result of increased HHW Facility use and staffing costs, award of grants from CalRecycle and other Program adjustments.

Novato:
Michael Frank

Ross:
Rob Braulik

- Accounting actions for the JPA Grant Program require re-budgeting prior year grants as outlined in the Zero Waste narrative.

San Anselmo:
Debbie Stutsman

The following three budget centers are outlined in this budget:

San Rafael:
Nancy Mackle

1. ADMINISTRATION

(JPA Section 6.1) All Members Participate

The JPA's planning and administration is funded through the 6.1 budget center and administered by contract with the County of Marin.

Sausalito:
Adam Politzer

2. HOUSEHOLD HAZARDOUS WASTE

(JPA Section 6.2) Optional Member Participation

The Household Hazardous Waste program is funded through the 6.2 budget center. The San Rafael Fire Department provides facility oversight by a contract with Marin Recycling & Resource Recovery Association. Novato does not participate in this program – but operates its own HHW facility and services.

Tiburon:
Margaret Curran

3. ZERO WASTE

(JPA Section 6.2) Optional Member Participation

The Zero Waste program is funded out of a separate 6.2 budget center and administered by contract with the County of Marin. Novato does not participate in this program.

ADMINISTRATION

Budgeted expenditures for FY 13/14 of \$535,194 are \$9,313 less than the modified FY 12/13 budget and account for 15% of proposed JPA expenditures.

Please recall that two modifications were made to the FY 12/13 administration budget during the course of the year:

- 1. In February 2013 the Board authorized expended \$60,000 in contingency funds to contract for an environmental analysis/CEQA work for a standardized document that could be used by the member cities to support implementing single use bag ordinances.*
- 2. Additionally, the JPA received a Beverage Container Recycling Grant from CalRecycle for \$31,000 this amendment was made to FY 12/13 budget. \$13,204 was spent in FY12/13 and the remaining \$17,796 is budgeted to be spent in FY 13/14. All \$31,000 will be reimbursed by CalRecycle in FY 13/14.*

Included in the FY 13/14 budget is an additional \$50,000 to assist member agencies in adoption, outreach and enforcement of the draft bag ban, once available. The JPA legal expense budget was also increased by \$3,500 to cover County Counsel staff time that may be required for the single use bag project.

The JPA's contract with the County increased due to a rent increase of \$1,037 and \$7,103 in labor due to higher retirement costs through the Marin County Employees' Retirement Association (MCERA) – with no changes in staffing levels. The outreach budget was increased by \$2,250 to accommodate JPA membership increases in agencies like the California Product Stewardship Council and to accommodate special requests.

HOUSEHOLD HAZARDOUS WASTE

Budget expenditures of \$2,008,802 account for 56% of proposed JPA expenses. The budget is increased by \$256,104 from the modified budget. Please recall that two modifications were made to FY 12-13 HHW budget during the course of the year:

- 1. Release of \$175,000 in contingency funds for continued operation of the Marin HHW Facility, and*
- 2. Release of \$5,330 in contingency funds for updated and improved outreach of the sharps program.*

The City of San Rafael administers the Household Hazardous Waste Program via a contract with Marin Recycling & Resource Recovery Association (MRRRA). In FY 11/12 a new funding agreement between the JPA and the City of San Rafael was approved – coinciding with the City entering into an updated agreement with MRRRA for operation of the Permanent San Rafael HHW facility (HHWF). These new agreements specify that the level of service at the facility will be at a level approved in the JPA budget. However, in FY 12/13 the HHWF has experienced cost over runs due to a delay in implementation of the PaintCare program and required a release of \$175,000 in reserves to keep the facility in operation.

The City of San Rafael and Marin Resource Recovery Association are proposing an increase of \$205,877 in the HHWF operating budget. Disposal and staffing costs are anticipated to keep increasing, but costs will be somewhat mitigated by anticipated funding from the new "Paint Care" program. Paint Care is a new extended producer responsibility (EPR) program in which users (paint buyers) pay an advanced disposal fee to offset the costs of dealing with leftover

paint at the end of its lifecycle. The City's management fee and costs have been augmented by \$3,138 for increased staff costs.

Also included in this budget is \$27,792 for the eleventh year of a grant to supplement Novato's Household Hazardous Waste Program. The overall grant amount was reduced by \$23,037 from FY 12/13. The grant is equal to the Novato self-haul fee amount levied on Redwood Landfill for the HHW Fund. This is the first year that the grant amount has not included a payback \$15,003 that occurred annually for ten years for historically overpaid fees.

In FY 12/13 the JPA increased the sharps program budget, as recommended by the Local Task Force, with \$5,330 in reserves to pay for increased outreach of the sharps and pharmaceuticals collection programs. The sharps budget was increased by \$7,400 this year to \$76,000 to continue this outreach and pay for treatment of more waste.

The Bulb and Battery Drop-off program budget was increased by \$5,000 for a total of \$45,000. This program has been very successful at coordinating the pickup used fluorescent bulbs and batteries at dropped off at local hardware and convenience stores. The cost increase will pay for increase waste processing fees.

The JPA is taking over administration of Marin's Oil Payment Program and received the payment for Cycle 3 of that program in April 2013 and payment for Cycle 4 in early 2014. This increases the revenues by \$81,038 in FY 12/13 and by the same amount in FY 13/14. The budget appropriates their sum of \$162,076 to be spent in FY 13/14.

The JPA will receive a \$75,000 competitively awarded "HD20" household hazardous waste grant from CalRecycle which will be used to promote less toxic alternatives and the two in-County HHW facilities.

Contingency funds for the HHW Budget Center are set at 10% to help control costs in FY 13/14. It is planned that the contingency funds will be restored to 20% in FY 14/15.

ZERO WASTE

Budgeted expenditures for FY 13/14 of \$1,017,126 are increased by \$1,368 from the approved FY 12/13 budget and account for 29% of FY 13/14 proposed JPA expenditures.

The major components of this budget are \$250,000 for the zero waste grant program, \$200,000 to continue the public outreach campaign, and \$15,000 each for school outreach and the construction and demolition debris recycling program implementation.

Beginning in FY 2010-11 the JPA started budgeting approximately \$250,000 annually to fund a grant program for member agencies to develop zero waste initiatives in their respective community. The concept was budgeted money unspent by member agencies would be rolled over into future years to allow funding to accumulate for a larger future project. However, after spending considerable time with the JPA auditor this year it was determined that although JPA staff had set the funding aside in a "special project" budget with the specific intent of creating an encumbrance and rolling unspent grant funding forward, the JPA auditor did not recognize this

as an obligation. Therefore we are requesting that the Board re-appropriate previously unspent Zero Waste Grant funding.

Zero Waste Grant Enhancement Option

At the January 24, 2013 JPA Board Meeting, the Board elected to “roll over” the \$250,000 in budgeted FY 12-13 zero waste grant funds to FY 13-14 because the budget cycle is running ahead of when the grant offerings can be made. Due to this lag in timing, Staff discussed the possibility of an enhanced “double grant” being possible during fiscal year 13/14. The next zero waste grant cycle is anticipated to be offered in approximately August 2013.

The Budget Subcommittee examined the option to include an additional \$250,000 in the FY 13/14 budget to provide for a “double offering.” However, to mitigate the impact on the assessments to the local haulers, landfill, facilities – and ultimately the customers, the Budget Subcommittee and subsequently the Executive Committee do not recommend additional grant funding in the proposed budget. However, the recommendation still allows for the continued operation of the zero waste grant program at the same level as the past two years, without interruption. If a “double offering” option were implemented it would result in an overall 25.6% increase in JPA assessments from the original FY12/13 budget versus the 15.8% proposed herein.

RECOMMENDATION

The Executive Committee voted at its meeting on April 18, 2013 to recommend the attached FY 13-14 budget and assessment schedule. It is further recommended that you authorize your Board Chair to sign budget resolution: No. 2013-03.

Attachments.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

RESOLUTION NO. 2013-03

A RESOLUTION ESTABLISHING FEES FOR INTERGRATED WASTE MANAGEMENT
PLANNING AND IMPLEMENTATION OF PROGRAMS FOR FY 2013-14

WHEREAS, the Marin County Hazardous and Solid Waste Management Joint Powers Authority (Authority) was established to prepare, adopt, and administer hazardous and solid waste plans; and

WHEREAS, the Authority may impose fees based on the types and amounts of solid waste for costs related to the preparation and adoption of a Regional Integrated Waste Management Plan (AB 939); and

WHEREAS, the Authority established the Integrated Waste Management Planning Fees at its regular meeting on May 16, 2013; and

WHEREAS, the following fee amounts include only those costs directly related to preparing, adopting, and administering the Regional Integrated Waste Management Plan; and

WHEREAS, these fees are set and imposed for FY 2013/14 only; and

WHEREAS, the City of Novato is not participating in the Authority's household hazardous waste collection program or zero waste programs; the City, in conjunction with the Novato Sanitary District, will offer its own household hazardous waste collection program and zero waste programs;

NOW, THEREFORE, BE IT RESOLVED that the following fees are imposed for FY 2013/14 and shall be collected from the organization specified herein;

Redwood Landfill	\$1,550,703.10	(of this total amount, \$482,952.25 shall be assessed on waste disposed from Marin Resource Recovery)
Marin Sanitary Transfer Station	\$2,760.00	
Bay Cities Refuse	\$99,127.19	
Marin Sanitary Service	\$846,085.59	
Mill Valley Refuse	\$298,299.70	
Novato Disposal	\$58,672.92	
Shoreline Disposal	\$61,684.76	
Tamalpais Community Service District	\$23,121.90	
TOTAL	\$2,940,455.16	

BE IT FURTHER RESOLVED that collection of fees shall be as follows:

1. Annual fees are based upon the tons of material collected and disposed during 2011, which was provided by the haulers, landfills, and recovery center (Attachment A).
2. Fee payment shall be made in two installments – half amount shall be due and payable on December 1, 2013; the remaining half shall be due and payable on May 1, 2014.
3. Fees shall be due and payable to the “Marin County Treasurer – Tax Collector”, Administration Bldg., Civic Center, P.O. Box 4220, San Rafael, CA 94913-4220.

PASSED AND ADOPTED at a regular meeting of the Marin County Hazardous and Solid Waste Management Joint Powers Authority held this 16th day of May, 2013 by the following vote:

AYES:

NOES:

ABSENT:

Chair

ATTEST: _____

Attachment A

JPA Hauler, Landfill & Non-Disposal Facility Assessments

FY 2013 - 14

MSW Haulers	2011 DISPOSAL (tons)			TOTAL TONS	Per Ton Disposal Fee			
	MSW & Debris	Self-Haul	Zero Waste		Adminstration	HHW	Total	
MSW Haulers					\$3.04	\$2.00	\$8.76	\$13.80
Bay Cities Refuse	7,183	N/A		7,183	\$21,836.72	\$14,366.26	\$62,924.22	\$99,127.19
Marin Sanitary Service (MSS)	61,311	N/A		61,311	\$186,384.07	\$122,621.10	\$537,080.42	\$846,085.59
Mill Valley Refuse	21,616	N/A		21,616	\$65,712.40	\$43,231.84	\$189,355.46	\$298,299.70
Novato (Redwood Empire Disposal)	29,336	N/A		29,336	\$0.00	\$58,672.92	\$0.00	\$58,672.92
Shoreline (Redwood Empire Disposal)	4,470	N/A		4,470	\$13,588.53	\$8,939.82	\$39,156.41	\$61,684.76
Tam. CSD	1,676	N/A		1,676	\$5,093.52	\$3,351.00	\$14,677.38	\$23,121.90
Total Franchised Hauler	125,591	N/A		125,591	\$292,615.23	\$251,182.94	\$843,193.89	\$1,386,992.06
Landfills								
Redwood	N/A	77,373		77,373	\$235,214.68	\$154,746.50	\$677,789.67	\$1,067,750.85
Total Landfills	N/A	77,373		77,373	\$235,214.68	\$154,746.50	\$677,789.67	\$1,067,750.85
Non-Disposal Facilities								
MSS Transfer Station	N/A	200		200	\$608.00	\$400.00	\$1,752.00	\$2,760.00
Marin Resource Recovery	N/A	34,997		34,997	\$106,389.48	\$69,993.08	\$306,569.69	\$482,952.25
Total Non-Disposal Facilities	N/A	35,197		35,197	\$106,997.48	\$70,393.08	\$308,321.69	\$485,712.25
TOTALS	125,591	112,570	238,161	\$634,827.39	\$476,322.52	\$1,829,305.25	\$2,940,455.16	

DRAFT BUDGET

**JPA ADMINISTRATION
2014 (70070) 96X-CWM EXPENSE BUDGET BY OBJECT COUNTYWIDE WASTE MANAGEMENT JPA**

12/13 BUDGET (As Modified)	12/13 EXP THRU 3/15/2013	12/13 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	13/14 BUDGET REQUEST	NARRATIVE
\$355,153	\$177,577	\$355,153	Salaries and Wages	5110110	\$362,256	Contract staff salaries and wages for 6.1 Programs.
\$355,153	\$177,577	\$355,153	Salaries and Wages Total		\$362,256	
\$4,000	\$0	\$4,000	Legal Expense	5210100	\$7,500	JPA legal counsel.
\$11,000	\$750	\$11,000	Outside Acctg & Audit Fees	5210200	\$11,000	Financial review.
\$18,000	\$16,743	\$16,743	Insurance	5210500	\$18,000	JPA insurance.
\$1,000	\$0	\$0	OFC Equip Rep & Maint.	5210900	\$1,000	Same as previous year.
\$15,904	\$15,904	\$15,904	Rent	5211200	\$16,941	Rent for space used.
\$60,000	\$0	\$60,000	Bag Ban CEQA	5210100	\$50,000	Member Cities funding for bag ban implementation and enforcement.
\$1,500	\$153	\$300	Training	5211300	\$1,500	Training, Memberships Same as previous year.
\$600	\$263	\$500	Mileage & Routn Trvl Exp	5211400	\$600	Routine travel. Same as previous year.
\$35,000	\$16,183	\$35,000	Outreach	5211500	\$37,250	Compost Bins, Reusable Bags, JPA Group Memberships, Sponsorships, General
\$31,000	\$13,204	\$13,204	State Grant	5211500	\$17,796	Beverage Container Recycling Grant accepted by JPA on 5/24/12
\$5,500	\$59	\$5,500	Supplies & Reproduction	5220100	\$5,500	Same as previous year.
\$5,850	\$3,936	\$5,850	County Financial Service	5210200	\$5,850	Pro-rate County Department of Finance's cost plan.
\$189,354	\$67,195	\$168,001	Services & Supplies Total		\$172,937	
\$544,507	\$244,771	\$523,154	JPA 6.1 Program Total	Total	\$535,194	

2014 (70070) 96X-CWM REVENUE BUDGET BY REVENUE SOURCE COUNTYWIDE WASTE MANAGEMENT JPA

12/13 BUDGET	12/13 REV THRU 3/15/2013	12/13 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	13/14 REVENUE REQUEST	
\$1,500	\$305	\$500	Interest	4410125	\$1,500	JPA funds in interest bearing account.
\$31,000	\$0	\$13,204	Other Aid State	4530527	\$17,796	Beverage Container Recycling Grant Reimbursement in FY 13/14
\$512,047	\$256,023	\$512,047	Solid Waste Man. Fees	4640910	\$476,323	Solid Waste Disposal Fees
\$0	\$175	\$175	Misc.	4710642	\$0	
\$29,540	*	\$142,849	Carry-Over		\$145,621	
\$574,086	\$399,353	\$668,775	Total Revenue		\$641,239	
			<u>GENERAL CONTINGENCIES</u>			
		\$145,621	General Contingencies	9000010	\$106,046	
					20%	

* Carryover is reduced by \$43,599 FY 11/12 encumbrance for website work.

DRAFT BUDGET

HOUSEHOLD HAZARDOUS WASTE PROGRAM						
2014 (70071) 96Y-NNO EXPENSE BUDGET BY OBJECT COUNTYWIDE WASTE MANAGEMENT JPA						
<u>12/13 BUDGET (As Modified)</u>	<u>12/13 EXP THRU 3/15/2013</u>	<u>12/13 TOTAL EST EXPENDITURE</u>	<u>ACCOUNT NAME</u>	<u>OBJECT</u>	<u>13/14 BUDGET REQUEST</u>	<u>NARRATIVE</u>
			HHW Operational			Fund Center 6180011000
\$39,461	\$19,730.50	\$39,461	Salaries and Wages	5110110	\$40,250	Contract staff salaries and wages for 6.2 Programs.
\$142,650	\$83,213	\$142,650	HHW Oversight	5210100	\$145,788	City of San Rafael HHW Oversight including West Marin HHW events.
\$50,639	\$50,639	\$50,639	Novato HHW Grant	5210100	\$27,792	Novato HHW Grant fee reimbursement.
\$40,000	\$26,492	\$40,000	Bulb and Battery Program	5210100	\$45,000	Program for Drop-off of Fluorescent Bulbs and Batteries at convenient locations
\$1,403,518	\$653,596	\$1,403,518	Contract SVC	5210100	\$1,434,395	HHW Contract (offset with SQG and BOP Grant funds).
\$2,500	\$154	\$400	JPA legal counsel	5210131	\$2,500	JPA legal counsel work on HHW contracts and HHW Grant Agreements.
\$0	\$0	\$0	HD-20 Grant Funding	5211500	\$75,000	HHW Grant for Less Toxic Alternative Outreach
\$73,930	\$73,930	\$73,930	Sharps Program	5211500	\$76,000	JPA sharps container and disposal service, except Novato.
\$1,752,698	\$907,754	\$1,750,598	Operational Budget Subtotal		\$1,846,726	

			Oil Payment Program			Fund Center 6180990004
\$0	\$0	\$0	Oil Payment Program - Cycle 3	5211500	\$81,038	CalRecycle Oil Payment Program - Cycle 3
\$0	\$0	\$0	Oil Payment Program - Cycle 4	5211500	\$81,038	CalRecycle Oil Payment Program - Cycle 4
\$0	\$0	\$0	Oil Payment Program Subtotal		\$162,076	
\$1,752,698	\$907,754	\$1,750,598	JPA 6.2 Program Total	Total	\$2,008,802	

2014 (70071) 96Y-NNO REVENUE BUDGET BY REVENUE SOURCE COUNTYWIDE WASTE MANAGEMENT JPA						
<u>12/13 BUDGET</u>	<u>12/13 REV THRU 3/15/2013</u>	<u>12/13 TOTAL EST REVENUE</u>	<u>ACCOUNT NAME</u>	<u>REVENUE SOURCE</u>	<u>13/14 REVENUE REQUEST</u>	
\$3,000	\$52	\$75	Interest	4410125	\$1,000	JPA funds in interest bearing account.
\$0	\$0	\$81,038	Other Aid State	4530527	\$156,038	CalRecycle Grant Funds for OPP and HD-20
\$1,662,245	\$831,123	\$1,662,245	HHW Man. Fees	4640910	\$1,829,305	Fees charged to haulers and facility operators
\$214,002	\$221,092	\$221,092	Carry-Over		\$213,852	
\$1,879,247	\$1,052,267	\$1,964,450	Total Revenue		\$2,200,196	

			<u>GENERAL CONTINGENCIES</u>			
		\$213,852	General Contingencies	9000010	\$191,394	10%

DRAFT BUDGET

JPA ZERO WASTE PROGRAMS						
2014 (70073) ZERO WASTE EXPENSE BUDGET BY OBJECT COUNTYWIDE WASTE MANAGEMENT JPA						
<u>12/13</u>	<u>12/13</u>	<u>12/13</u>	<u>13/14</u>	<u>13/14</u>	<u>13/14</u>	<u>NARRATIVE</u>
<u>BUDGET</u>	<u>EXP THRU</u>	<u>TOTAL EST</u>	<u>BUDGET</u>	<u>REQUEST</u>	<u>REQUEST</u>	
<u>3/15/2013</u>	<u>3/15/2013</u>	<u>EXPENDITURE</u>				
						Fund Center 6180012000
\$168,401	\$84,201	\$168,401	5110110	\$171,769		Contract staff salaries and wages for Zero Waste Programs
\$4,000	\$0	\$0	5210100	\$2,000		JPA legal counsel.
\$30,000	\$30,000	\$30,000	5211500	\$30,000		Zero waste development. (\$15K for Zero Waste Elementary School Program and \$15K for Consultant for C and D Facility Certification and Staff Training)
\$200,000	\$200,000	\$200,000	5211500	\$200,000		Public education (Media expert to develop and implement PSA)
\$402,401	\$314,201	\$398,401	Operational Budget Subtotal	\$403,769		
						Fund Center 6180990003
\$250,000	\$0	\$0	5211500	-		FY 12/13 Zero Waste Grant Funding for municipalities Implementation
-	-	-	5211500	\$0		No additional Zero Waste Grant Funding for FY 13/14
\$363,357	\$0	\$0	5211500	\$613,357		Zero Waste Grant Funds held in ZW Special Project (6180990003) Fund Center
\$613,357	\$0	\$0	Zero Waste Grants Subtotal	\$613,357		
\$1,015,758	\$314,201	\$398,401	Total	\$1,017,126		

2014 (70073) ZERO WASTE REVENUE BUDGET BY REVENUE SOURCE COUNTYWIDE WASTE MANAGEMENT JPA

<u>12/13</u>	<u>12/13</u>	<u>12/13</u>	<u>13/14</u>	<u>13/14</u>	<u>13/14</u>	
<u>BUDGET</u>	<u>EXP THRU</u>	<u>TOTAL EST</u>	<u>REVENUE</u>	<u>REVENUE</u>	<u>REQUEST</u>	
<u>3/15/2013</u>	<u>3/15/2013</u>	<u>REVENUE</u>	<u>SOURCE</u>	<u>REQUEST</u>	<u>REQUEST</u>	
						Fund Center 6180990003
\$500	\$408	\$500	4410125	\$500		JPA funds in interest bearing account.
\$0	\$0	\$0	4530527	\$0		
\$365,443	\$182,722	\$365,443	4640910	\$634,827		Solid Waste Disposal Fees
\$0	\$0	\$0	4710642	\$0		
\$413,783	\$460,091	\$460,091	Carry-Over	\$427,633		
\$779,726	\$643,221	\$826,034	Total Revenue	\$1,062,961		
			<u>GENERAL CONTINGENCIES</u>			
		\$427,633	General Contingencies	9000010	\$45,835	
					5%	



MAYOR GARY O. PHILLIPS
VICE MAYOR BARBARA HELLER
COUNCILMEMBER KATE COLIN
COUNCILMEMBER DAMON CONNOLLY
COUNCILMEMBER ANDREW CUYUGAN MCCULLOUGH

March 8, 2013

FIRE DEPARTMENT
FIRE CHIEF, CHRISTOPHER GRAY
PHONE: (415) 485-3304
FAX: (415) 453-1627

Michael Frost
Marin County Hazardous and Solid Waste Management Joint Powers Authority
PO Box 4186
San Rafael, CA 94913-4186

RE: Fiscal Year 2013/14 Budget Proposal

Dear Michael,

Please accept this letter with attachments as the Fiscal Year 2013/14 budget proposal for the Marin Household Hazardous Waste (HHW) program. The allocation amounts for the City of San Rafael management oversight and for Marin Recycling and Resource Recovery Association (MRRRA) contractual services are provided herein.

The Amended Hazardous Waste Collection Program Agreement that was executed in January of 2012 specifies new requirements and activities for both the City and MRRRA. Implementing many of these new requirements has resulted in cost increases to the HHW program. Examples, including but not limited to, as follows: increasing insurance coverage amounts has increased the annual cost by \$18,420; the expansion of public education and outreach has increased costs by \$10,222. Additionally, the annual cost of worker's compensation insurance will increase by \$22,433. The total cost increase for just these three examples is \$51,075.

The Amended Agreement referenced above also requires an independent audit every three years of MRRRA records of expenses, profit and revenues for contractual services provided in the previous fiscal year. In August of 2012, the City obtained Chiao, Smith, McMullin & McGuire to perform the first such audit. The results of the independent audit document that MRRRA's financial records were in order and in accordance with the Amended Agreement. The cost to the City for this new requirement for financial oversight was \$7,640.

In consultation with MRRRA and JPA staff, we are recommending the pilot Household Universal Waste Pick-up Program be continued through the next fiscal year. This extended pilot will allow us to gain additional experience and to meet with waste haulers from throughout Marin County to explore ideas for offering the program to more jurisdictions within the county. For details about the pilot pick-up program, see the attached outline.

Our budget assumptions for FY2012/13 included six months of cost recovery of approximately \$90,000 from the new PaintCare Program; which to date have not materialized and the start date remains uncertain. Please see the attached outline for information regarding the PaintCare Program. The HHW program budget for FY 2012/13 was amended by the JPA Board at their meeting on January 24, 2013. With the approval of the additional \$175,000 allocation from the HHW program contingency fund, the program is on track through the end of the fiscal year.

We are recommending the following HHW program budget proposal for FY 2013/14 to the JPA Board for approval. The cost for the City providing management oversight, including one-day temporary collection events in West Marin, is \$145,788, which is an increase of 2.2% or \$3,138.30. For MRRRA contractual services we are proposing \$1,434,395, which is an increase of 2.2% or \$30,877. The 2.2% increase is in line with the December CPI for the San Francisco Bay area.

Marin HHW Program Operating Costs FY 2013/14

MRRRA

Personnel	\$ 523,657
Non-personnel	\$ 910,738
Total HHW Facility Operating Contractual Services:	\$1,434,395


CITY

Personnel	\$ 94,500
Non-personnel	\$ 51,288
Total City Management Oversight:	\$145,788

Total Marin HHW Program FY 2013/14 Budget: \$1,580,183

Should you need further information, please call me at the number below.

Respectfully,



John D. Lippitt
Deputy Fire Marshal
Environmental Program Manager
415.485.5067



Our Mission...is to help!

Attachments (2):
PaintCare Program Outline
Pilot Household Universal Waste Pick-up Outline

PAINTCARE PROGRAM OUTLINE

Unfortunately, the PaintCare Program has not come to fruition as anticipated in the FY 2012/13 HHW program budget. Due to the uncertainty of the effective date, we've agreed with JPA staff to not include an assumption for the PaintCare cost recovery amount in the FY 2013/14 budget. We believe the best recommendation for any cost savings from the PaintCare Program in FY2013/14 would be to allocate the funds to replenish the HHW contingency fund reserves.

The background information below was provided to the JPA Board as part of the previous year's budget proposal letter. It is included again this year as the information is still relevant with the exception of the anticipated implementation date.

BACKGROUND

In 2010, California approved the California Paint Product Stewardship Law. This legislation ensures environmentally responsible end-of-life management for leftover architectural paint while relieving local and state governments of the economic burden of post-consumer paint management. The California Product Stewardship Council is partnering with the national PaintCare program to provide a more cost effective service to California municipalities.

The primary purpose of the PaintCare Program is to create an architectural paint stewardship program to reduce its cost and environmental impact. Accordingly, to fulfill its obligations under the Legislation, PaintCare must contract with various jurisdictions to manage collection facilities. The City of San Rafael plans to enter into a contract with PaintCare to take full advantage of the Program and the available financial incentives.

The PaintCare Program will be primarily funded by paint manufacturers and will collect, transport, recycle and properly dispose post-consumer paint for our Marin HHW facility for free. Additionally, PaintCare pays \$0.25 per container for direct reuse, however, all costs associated with management oversight must still be covered by the HHW program budget.

In California, the PaintCare Program was initially targeted to be ready in October 2012. For our HHW FY 2012/13 budget purposes, we assumed that the Program would not begin until January 1, 2013.

PILOT HOUSEHOLD UNIVERSAL WASTE PICK-UP PROGRAM OUTLINE

1. Marin Recycling and Resource Recovery Association (MRRRA) will continue to operate a pilot Household Universal Waste Pick-Up Program (HUWPUP) by collecting from residences and transporting to the HHW facility for disposition along with other Approved Hazardous Waste received at that facility, the following Universal Waste products:

- Electronic devices
- Batteries
- Fluorescent tubes and bulbs
- Mercury-containing equipment
- CRTs
- Aerosol cans

In addition to Universal Waste, the scope of the pick-up program also includes the following approved hazardous waste products:

- Motor oil
- Oil filters
- Latex paint

2. The pilot HUWPUP is provided to residents of San Rafael by appointment only. Residents make an appointment by calling the MRRRA's advertised HHW Hotline phone number.
3. MRRRA has prepared and implemented a written operational plan for the HUWPUP.
4. The cost for pick-up service to a household customer located in San Rafael is \$25.
5. The pilot HUWPUP began operation in July 2012.
6. It is intended that the Household Universal Waste Pick-Up Program will be expanded to serve other approved service areas. During FY 2013/14, research will be conducted to see if other haulers in Marin County are willing to participate in the program. City staff, JPA staff, and MRRRA staff will work cooperatively to develop a plan for the expansion of the HUWPUP and present that plan to the JPA Board.
7. As of January 31, 2013, the HUWPUP has served 20 San Rafael participants.
8. The pilot program was intended to be cost neutral with the \$25 San Rafael participation fee covering costs, including labor. To date, the pilot HUWPUP has cost the HHW Program \$4,000, which went towards new program brochures.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Presentation by O'Rorke Inc. on Stakeholder Interview Findings

Larkspur:
Dan Schwarz

On February 28, 2013 the JPA Board acted to enter into a contract with O'Rorke Inc. to assist with the JPA's zero waste outreach plan.

Mill Valley:
Jim McCann

An initial task for O'Rorke was to conduct a series of stakeholder interviews with JPA Board Members, Local Task Force Members, the local resource hauling companies and landfill.

Novato:
Michael Frank

Tracy Keough from O'Rorke will make a presentation sharing findings and observations from this initial stage of the project.

Ross:
Rob Braulik

Recommendation
Receive oral report.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

F:\Waste\JPA\JPA Agenda Items\JPA 130516\O'Rorke.doc

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization for Contract with Evergreen Environmental for Bulb and Battery Program

Larkspur:
Dan Schwarz

In FY 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. This program transitioned from being a County run program to the JPA in FY 11-12 when grants funds were no longer available to continue this successful program.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

The 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 191,000 feet (~36 miles) of fluorescent light tubes, 18,800 CFL bulbs, and 43,066 (21.5 tons) of batteries.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Included in the draft FY13-14 budget is a proposed \$45,000 line item to continue funding this program. In order to maintain safe disposal practices and prevent a lapse in service a new contract will need to be executed by July 31, 2013.

Tiburon:
Margaret Curran

Recommendation

Staff recommends JPA Board authorize the Executive Officer signature authority to enter into and HHW service contract with Evergreen Environmental (Attached), not to exceed \$45,000, pending budget approval.

Attachment.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

PROFESSIONAL SERVICES CONTRACT 2011 - Edition 1

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

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: To provide collection and hauling services of batteries and fluorescent tubes at specific collection sites throughout Marin County; and

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

NOW, THEREFORE, for and in consideration of the 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 **\$45,000.00** 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 July 31, 2014. 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.**

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, Division of Waste Managment
Department of Public Works
Dept./Location: P. O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: (415) 473-6647

Notices shall be given to Contractor at the following address:

Contractor: Evergreen Oil, Inc., DBA Evergreen Environmental Services
6880 Smith Ave,
Address: Newark, CA, 94560

Telephone No.: (510) 795-4400

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

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

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)

Contractor will provide collection and hauling services of selected household hazardous waste (HHW) limited to household batteries and fluorescent tubes and bulbs. Contractor will be responsible for collection receptacles/bins, transportation and recycling services at each collection location and will ensure compliance with local, state and federal laws and regulations.

Contractor will clearly identify on all invoices: the collected pounds of batteries, feet of fluorescent tubes and number of units of compacts, u-tube and circular tubes collected.

Contractor will only collect HHW at the locations indicated below. Additional collection locations may be added or removed by JPA at any given time.

Contractor will collect the HHW at each site on a twice monthly basis and provide additional bins and/or packing materials if needed by retail location. Contractor will verify with JPA staff before pick up of waste and will work with JPA and retailers to streamline collection and minimize hazardous conditions and prevent contamination.

Upon "Notice to Proceed" from JPA, Contractor will be authorized to begin pick up service at the following locations;

Waste Management Office
(899 Northgate Dr, Ste 100)
Bolin Bay Lumber
Good Earth Natural Foods
Goodman Building Supply
Jacksons Hardware
Jim Corbets Ace Hardware
Knight Hardware
Novato Builders Supply
Waterstreet Hardware
Gross Air Field
Civic Center Library
Tam CSD
Marin Ace Hardware
United Markets (San Anselmo)
United Markets (San Rafael)

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

Contractor shall be paid up to the maximum sum indicated in Section 4 of this contract. Payment shall be made to Contractor following pickup and upon receipt and approval of invoice billed according to the rates as indicated below within 45 (forty-five) days.

Universal Waste*:		
Fluorescent Tubes	\$.16/ft	\$50.00 minimum
U-Tube, Circular and Compacts	\$1.60/ea	\$50.00 minimum
High Intensity Discharge (HID)	1.80/ea	\$50.00 minimum
Batteries Group 1 Lead Acid	\$.50/lb	\$50.00 minimum
Batteries Group 2 Alkaline, Nickel Cadmium, Nickel Iron, Nickel Metal Hydride, etc.	\$.85/lb	\$50.00 minimum
Batteries Group 3 Mercury Oxide, Button Cells, Silver Oxide Zinc Carbon (w/hg), Mercury and Alkaline	\$3.65	\$50.00 minimum
Packing Materials:		
4' Fluorescent Boxes	\$7.00/ea	
8' Fluorescent Boxes	\$15.00/ea	
5 Gallon Buckets	\$10.00/ea	
CFL Boxes	\$7.00/ea	

* Universal Waste pricing includes pickup, transportation, disposal, manifesting and labeling. Packing materials are purchased as needed during the course of pickup process.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Evergreen Environmental, Kevin Selberg

CONTRACT TITLE: Collection and hauling services of batteries and fluorescent tubes at specific collection sites throughout Marin County

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

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

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

Professional Liability Insurance is not needed for this 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: May 16, 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 Contract with C2 Alternative Services for Oil Payment Program

Larkspur:
Dan Schwarz

Since 1993, the Marin County Department of Public Works Stormwater Pollution Prevention Program (MCSTOPPP) has managed the State's Used Oil Block Grant program on behalf of the County and Marin's participating cities and towns. One of MCSTOPPP's duties included the application and administration of the Used Oil Block Grant program offered by the Department of Resources Recycling and Recovery (CalRecycle). Through the new 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.

Mill Valley:
Jim McCann

Novato:
Michael Frank

While MCSTOPPP did an excellent job in administering the oil grant programs over the years, they came to conclusion that management of the OPP should be transferred to the JPA. As such, at the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the OPP grant.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

One component of this program includes continuation of ongoing programs at the 10 existing used Oil Certified Collection Centers, development and dissemination of new outreach materials at local Marin County events, coordination of filter exchange days, Spanish language event outreach, and procurement of oil change kits. C2 Alternative Services, as recommended by MCSTOPPP, has been consulting on OPP related programs since 1994 and is currently working with the County of Sonoma on their OPP grant. If approved, JPA Staff will work with C2 to expand the attached Scope of Services into an outreach contract that will terminate in July 2014.

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

Recommendation

To expedite implementation of the program Staff recommends the JPA Board authorize the Executive Office signature authority to enter into contract with C2 Alternative Services, not to exceed \$40,000.

Attachments

F:\Waste\JPA\JPA Agenda Items\JPA 130516\OPP C2 Signature Authority.doc



Marin County Used Oil Recycling Program

SCOPE OF WORK

C²: Alternative Services shall assist staff to accomplish the goals of the Used Oil Recycling Program which is funded under Oil Payment Program (OPP) grants from the California Department of Resources Recycling and Recovery (CalRecycle).

The purpose of this project is to

- Assist the Waste Management Division staff with new responsibilities as they undertake management of the OPP funds.
- Complete requirements of CalRecycle including annual site visits and reporting.
- Assist businesses that accept used oil and filters from the public (Certified Collection Centers or CCCs).
- Create new outreach materials to promote recycling of used motor oil and filters.
- Conduct outreach and publicity, wherever possible integrating the messaging about used oil and filter recycling with the Division's other programs and messaging.
- Maintain existing programs that C² has conducted in Marin County for several years, including English as Second Language classes and 'train the trainer' workshops with the Promotores Verdes organization; and, maintain other existing programs as desired.
- Establish new outreach programs including "RidersRecycle" program directed to motorcycle owners who change their own oil, outreach to Spanish-speaking people and multifamily residents, and others.

TIMELINE and LOGISTICS

Tasks will begin upon approval of this Scope of Work. The term of this agreement shall be from approval through June 30, 2014.

C²: Alternative Services Partner Connie Cloak will be the principal contact with County staff. Partner Chris Carrieri and other staff will assist.

Reporting on the project will include informal progress memos with each invoice and presentation to the JPA Board upon request.

COSTS.

Time and Expenses per attached budget table, not to exceed \$_____.

C²: Alternative Services principals Connie Cloak and Chris Carrieri will bill at \$90.00 per hour. Management-level staff is billed at \$80.00 per hour. Outreach staff to work at events, clerical tasks, etc. is billed at \$40.00 per hour. Travel time is billed at ½ rate.

Expenses include mileage at the current State of California rate (currently \$0.565 per mile), copies at \$0.10, digital images at \$0.50 each, phone, postage, supplies, travel expenses and incidentals at cost. Material costs such as printing, media buys, and graphic artists' time are passed through without markup.



C²: Alternative Services Qualifications

C²: Alternative Services is a consulting firm serving local government agencies with environmental education and outreach programs. We are based in Santa Rosa. We are known for our hands-on style, flexibility and innovation.

We have worked on used oil recycling projects in California since the first Block Grants in the early 1990s. We manage most elements of the used oil programs for Sonoma County and the City of Napa. We serve many other jurisdictions including Napa County, Contra Costa County, San Francisco, San Mateo County and Alameda County with specific used oil recycling elements such as Spanish language outreach, English as Second Language program, RidersRecycle outreach to motorcyclists, and used oil collection center site visits.

We have assisted MCSTOPPP with the Marin County program for many years. In addition, we conduct Spanish language outreach in Marin County for the Sonoma County Water Agency.

C² Principals include:

Chris Carrieri, Partner

Chris has primary responsibility for interacting directly with used oil collection center staff. He also manages staff for outreach activities and events. Chris has been part of the Bay Area recycling world for decades, beginning as an independent hauler of recyclables in the 1980s.

Connie Cloak, Partner

Connie is the primary client contact for C² and manages most of the administrative and reporting tasks. Before joining Chris to create this business in 1993, she was the Environmental Affairs Coordinator for a restaurant chain. Her other past lives include non-profit director, native plant horticulturist, and zoo keeper.

Hugo Mata, Director of Media and Bilingual Outreach

Hugo began working with C² in 2000. Upon his 2006 graduation from San Francisco State University with a B.A. in Broadcast Journalism, we tapped him for a new position to develop environmental education programs for non-English speakers. He currently manages Spanish-language recycling hotlines for several jurisdictions in addition to many other outreach projects, and is a regular guest on Spanish language radio stations discussing a wide range of environmental topics on behalf of our clients.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization for Contract with Bradley Damitz for Oil Payment Program

Larkspur:
Dan Schwarz

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Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
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Debbie Stutsman

While MCSTOPPP did an excellent job in administering the oil grant programs over the years, they came to conclusion that management of the OPP should be transferred to the JPA. As such, at the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the OPP grant.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

One component of this program includes implementation of a pilot oil absorbent pad collection program at select marinas. Following MCSTOPPP's recommendation and after speaking with staff at the California Coastal Commission, JPA Staff have determined Bradley Damitz, an experienced Marine & Coastal Policy / Environmental Consultant for over 10 years is well suited for implementing the oil absorbent program. Mr. Damitz's resume and proposed contract are attached.

Tiburon:
Margaret Curran

Recommendation

To expedite implementation of the program Staff recommends the JPA Board authorize the Executive Office signature authority to enter into contract with Bradley Damitz similar in scope to the attached.

Attachments

F:\Waste\JPA\JPA Agenda Items\JPA 130516\OPP Damitz Signature Authority.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 Bradley S. Damitz, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: development and implementation of a pilot Boat Oil Absorbent Exchange Program; and

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

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

1. SCOPE OF SERVICES:

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

2. FURNISHED SERVICES:

The JPA agrees to:

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

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide JPA with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO JPA:

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of **\$15,000.00** 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 July 1, 2013, and shall terminate on August 29, 2014. 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.**

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
P. O. Box 4186
San Rafael, CA 94913-4186

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: Bradley Damitz
869 Estancia Way
Address: San Rafael, Calif. 94903

Telephone No.: 415.259.5766

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

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

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)

Contractor shall coordinate with JPA Staff to develop and implement a pilot Boat Oil Absorbent Exchange Program (BOAEP) at a minimum of four partner marinas or boating facilities in Marin County. The goal is to evaluate the effectiveness and usefulness of implementing such a program on a larger scale countywide. This program will involve distribution of new oil absorbent products along with collection and recycling/disposal of used oil absorbents. This project will help to eliminate oil spills/leaks on docks and in boats/bilges from reaching the Bay. This project is funded with a grant from the Used Oil Payment Program (OPP) offered by CalRecycle. Contractor will be familiar with the guidelines, practices and regulations of the OPP.

Program Development:

- **Contact Potential Marina Partners:** Contact marinas that have previously expressed interest in participating in an absorbent exchange program to re-assess their capacity to participate in the program.
- **Facilitate JPA/Marina MOU's:** Coordinate with JPA staff and marina managers to ensure appropriate agreements or waivers are in place. Potential partners include, but are not limited to: Loch Lomond Marina, Clipper Yacht Harbor, Schoonmaker Point Marina, Lawson's Landing, and Fisher-Smith Boatworks.
- **Facilitate Contract with Oil/pad Hauler:** Work with JPA staff to identify and assess potential waste hauler/recyclers and select and complete all necessary contracts and agreements with the preferred company. Work with the selected service provider to develop a system for payment, reporting, and communication with boating facilities, Contractor, and JPA staff.
- **Facilitate Development & Implementation Outreach Materials:** Ensure that all customized absorbent exchange program signage and educational materials are developed and provided to participating marinas. Coordinate with JPA staff to ensure that all necessary supplies and equipment are delivered and installed at participating boating facilities and being used in the appropriate manner as designed.
- **Disseminate Outreach Materials:** Review education/outreach materials that need to be developed for the pilot program; and, work with participating boating facilities and JPA staff to develop customized signage for each partner. Ensure delivery of all signage and educational materials at each partner facility.
- **Facilitate Absorbent Supply Replenishment Schedule:** Work with JPA staff to develop and implement a system for replenishing new absorbent supplies and picking up used absorbents at each partner facility. This should include communication protocols and procedures between boating facility managers, JPA staff, contractor, and vendors. Contractor will work with facility managers partnering in the pilot program to ensure that materials/supplies to be purchased are acceptable to them.
- **Measure of Success:** Collaborate with JPA staff on developing a system for evaluating the effectiveness of the program using measurable objectives to assess behavior change among boaters at participating facilities. Identify tools for determining the success (or failure) of the pilot program. This should be done with input from the JPA staff and proposed partners in the pilot program.

Deliverables: a) Recommendations for measurable objectives and determining behavioral change to encourage boaters to a safe and environmental means of oil absorbent pad use. b) Program outreach/education materials and signage/ custom signage c) Draft plan for replenishment of absorbent supplies, to include communication protocols and procedures for JPA Staff, partner marinas, contractor and vendor.

All deliverables are to be submitted electronically using Microsoft Office or compatible program as approved by JPA staff in advance.

Program Implementation

- **Marina Familiarization & Training:** After contractor has worked with JPA staff in determining the number and locations of sites to be involved, contractor will contact facility managers to revisit their interest and discuss their involvement in the program and logistics surrounding participation – e.g. employee trainings, layout for placement of signs/dispensers/trash containers, permit requirements.
- **Oversee Absorbent Procurement:** Coordinate with JPA staff to ensure that materials and supplies needed for this project are ordered and delivered to respective facilities. Equipment for this pilot program includes a metal newspaper-like stand that serves as a dispenser for new absorbent pads/sheets and a covered metal intermediary “trash” container that will hold a 55-gallon drum to store the wipes at the end of the business day. Contractor can arrange to have JPA pay vendor directly for materials and supplies upon written consent of the JPA; however, contractor must approve invoice before payment.
- **Oversee Implementation at Marinas:** Assist partnering facilities with all aspects of ongoing program implementation including: conducting the initial setup for the pilot program; replenishment of supplies of materials; servicing of used oil absorbents; educating boaters on use of absorbents and associated benefits; training of employees, and; ensuring compliance with program requirements.
- **Design and Execute Training Program:** Provide training for managers and related staff of partnering facilities to ensure used absorbents are managed according to state and local regulations. This includes providing staff with information on the: 1) use of proper equipment when handling used oil absorbents, 2) location of the used oil absorbent collection dispenser and signage, 3) location of the drum where staff will deposit all soiled absorbents at the end of every day, 4) location of intermediary "trash" container where used absorbents can be placed on a daily basis by the general public, 5) procedures for ordering absorbents and having used absorbents picked up from certified haulers, and 6) procedures for requesting more absorbent pads and sheets for distribution. Training will also include the reasons why this project is being implemented, program sustainability, and will identify the sponsors (who will be invited to attend). The CA Clean and Green Boating Network will also be invited.
- **Oversee Marina Compliance:** Work with staff from the respective facilities/marinas to ensure that the used absorbent intermediary containers are emptied on a daily basis (at the close of business) and returned to their location for use the next day. Facility/marina staff will, at the close of the business day or when the container becomes full, place used absorbents from the intermediary container into a 55 gallon drum that would reside in a locked storage area. Contractor must ensure that chosen facilities will be responsible for owning and maintaining any items purchased for them with grant funds in accordance with the grant guidelines. Contractor must also work with partners in developing a plan for program sustainability. Managers of selected facilities must agree to participate in a pilot project for a minimum of 1 year and, sign a letter indicating they will be responsible for owning and maintaining any items purchased for them with grant funds and that they are interested in extending the pilot program should funding and resources remain available. Marina Managers who fail to meet the one year minimum will be required to notify the JPA and Contractor 30 (thirty) days in advance. Contractor will facilitate repossession of items purchased for the marina with grant funds within 20 days of notification by the marina manager
- **Collaboration with Support Agencies:** Coordinate and conduct clean boating education and outreach at participating facilities. Around the time that the program is initially launched, coordinate with facility managers and the California Clean Boating Program to conduct outreach on proper use of the absorbent exchange program, and other clean boating practices. This includes setting up a table and providing educational materials and information to boaters, as well as arranging for Dockwalker Program volunteers to hand out *clean boating kits* to marina residents. Outreach events would occur once at each site, during a busy weekend day for a minimum of two hours.
- **Presentations & Outreach:** Provide presentations and outreach about the BOAEP as needed or requested (e.g. Richardson’s Bay Regional Agency, California Clean Boating Program, Tomales Bay Watershed Council, etc.). This could occur following the official launch of the program during the peak boating season.

- **Information Dissemination:** Coordinate with JPA staff to develop and distribute a media advisory or press release to publicize the launch of the new absorbent exchange pilot program.

Deliverables: a) Spreadsheet outlining participating facilities, with contact information; b) Outline of training for employees and managers and user's guide for facility managers; c) Signed agreement between facility managers and the JPA indicating the commitment of the partner facility to participate in this program for at least 1 year; d) Photos and electronic files of signage and/or other materials developed for the program; e) copy of educational material; f) Tools for determining the success (or failure) of the program, and; outreach materials including a media release and PowerPoint presentation on the pilot program.

All deliverables to be submitted electronically using Microsoft Office or compatible program.

Data Collection

- **Site Visits:** During the initial three months after the program is initiated, contact facility managers at least once per month to check in on the status of the program and identify and trouble shoot any issues. Thereafter, contractor conduct site visits to each participating facility every 2 months at a minimum, contractor will visit participating facilities to talk with facility managers and determine if any adjustments need to be made to the pilot project and/or if facility managers are in need of anything.
- **Expansion Evaluation;** Based upon data collected during the initial phase of the pilot program, including program costs, supplies used, amount of waste generated servicing required, and other issues encountered, make recommendations for potential expansion of the absorbent exchange program to new facilities. Provide recommendations on which facilities could be approached for participation in the program.
- **Materials Review:** Every 6 months: collect data on the number of absorbent pads and sheets purchased and the approximate number of pads disposed of per drum of waste collected (per site). This data must accompany any suggestions for program improvement. Contractor to work closely with facility managers to obtain such data.
- **Compliance, Audit & Record Keeping:** Contractor agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the use of OPP funds, and shall have the right to interview staff relevant to the audit. Such records must be maintained for possible audit for a minimum of three years following the expiration of this contract. Contractor shall supply a digital copy of all related records and supporting documentation pertaining to the BOAP to the JPA at the conclusion of the contract. Record-keeping, including any forms required by CalRecycle must be completed by Contractor. Contractor will ensure all services contracted and reported to the JPA meet the report requirements of CalRecycle.
- **Reporting A)** Intermediate report due to JPA on July 29, 2013 for the collection period covering the date this agreement is signed through July 29, 2013. This report must include all progress made on this project to date – including the amount of used oil/number of pads collected for recycling/disposal vs. the amount distributed. It must also identify successes/failures involved – and recommendations for addressing problem areas. Attempts should be made to determine the number of participants involved in the program at each site, on a monthly basis.
- **Reporting B)** Final report due to JPA on July 15 2014 for collection period covering July 29, 2013– June 15, 2014. This is an extension of the Intermediate report and must include the same type of data collection required for the intermediate report. The final report also provides figures from each of the reports as well as a combination of the reports. It must also highlight actions taken to address concerns identified in the intermediate report. Also included in the Final Report should be: recommendations for future efforts, suggestions for program improvement, a sustainability element, and indications of behavioral changes.

Deliverables: a) An intermediary report detailing information as noted above; and, b) A final report detailing information as noted above. All deliverables are to be submitted electronically using Microsoft Office or compatible program as approved by JPA staff in advance.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

All Contractor's services including direct non-salary expenses shall be paid up to the maximum sum of \$15,000 as indicated in Section 4 of this contract.

Payment shall be made to the contractor within 30 (thirty) days upon receipt of monthly invoices at a rate of \$75.00 per hour to the con.

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR: Bradley S. Damitz

CONTRACT TITLE: Pilot Boat Oil Absorbent Exchange Program

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

	<i>Check Where Applicable</i>	<i>Requested Limit Amount</i>	<i>CAO Use Only</i>
General Liability Insurance	<input type="checkbox"/>	\$	
Automobile Liability Insurance	<input checked="" type="checkbox"/>	\$100/300	
Workers' Compensation Insurance	<input checked="" type="checkbox"/>		
Professional Liability Deductible	<input checked="" type="checkbox"/>	\$	

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

General & professional liability is not needed for this type of work. Automobile liability is \$100,000 to \$300,000.

Worker's Compensation Insurance is not needed as Contractor is sole proprietor.

Contract Manager Signature: _____

Date: _____

Extension: 2711 _____

EXHIBIT D

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

EXHIBIT E

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

BRADLEY S. DAMITZ

869 Estancia Way ♦ San Rafael, CA 94903 ♦ Ph. (415) 259-5766 ♦ e-mail: Brad@centralcalcoast.com

PROFESSIONAL EXPERIENCE

MARINE & COASTAL POLICY/ENVIRONMENTAL CONSULTANT; San Rafael, CA 2006-PRESENT

Independent consultant specialized in providing strategic environmental and marine protected area policy guidance, and developing creative collaborative strategies and solutions for effective marine and environmental resource management. Services include:

- Development and implementation of MPA plans and policies;
- Strategic research and policy analysis and recommendations;
- Development and coordination/facilitation of Collaborative and Consensus Building Processes;
- MPA policy and regulatory analysis;
- Identification and pursuance of funding sources;
- Project and program evaluation;
- Permitting and regulatory compliance;
- Meeting and workshop planning and facilitation services;
- Development of implementation plans and governance structures;
- Development and implementation of Education and outreach plans, and;
- Media and public relations.

RECENTLY COMPLETED AND ONGOING PROJECTS FOR:

- County of Marin
- American Samoa Government*
- NOAA's Monterey Bay National Marine Sanctuary*
- Gulf of the Farallones National Marine Sanctuary*
- Monterey Bay Sanctuary Foundation
- Toyota/University of California Berkeley
- City of Lyon France

* More details available below

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION MONTEREY BAY NATIONAL MARINE SANCTUARY (MBNMS)

ENVIRONMENTAL POLICY SPECIALIST; Monterey, CA

CONSULTANT/CONTRACTOR:

4/06—12/2011

GOVERNMENT (GS) POSITION:

1/03—3/17/06

CONTRACTOR:

1/01—1/03

- Provide policy recommendations on using CMSP to address resource protection issues facing the MBNMS including: seawater desalination plants, coastal erosion and armoring, cruise ship discharges, wildlife disturbance, non-point source and point source water quality issues, and other emerging issues.
- Develop and implement MBNMS regional resource protection plans, guidelines, and policies on a variety of local resource management issues.
- Facilitate and Coordinate Southern Monterey Bay Coastal Erosion Workgroup—a multidisciplinary stakeholder group comprised of local experts, regulatory agency and local government representatives, conservation interests, and elected officials initiated to develop a regional approach to address coastal erosion and sea level rise within the southern Monterey Bay, since 2005.

- Identify and pursue strategic collaborative partnerships to implement Sanctuary resource protection and outreach plans.
- Project Lead and Principal Author of *Desalination Feasibility Study for the Monterey Bay Area*.
- Collaboratively developed and authored *NOAA Guidelines for Desalination in the MMBNMS*.
- Track and evaluate projects, policies and events related to various resource protection issues.
- Review and develop written comments on a variety of draft plans, policies, and environmental impact assessment documents.
- Develop/deliver comments at public meetings, representing the MBNMS on various issues.
- Assist with field operations and surveillance, including boat operations.
- Coordinated and facilitated various multi-stakeholder collaborative workgroups on Desalination and Coastal Erosion and Armoring.
- Worked with MBNMS Staff and Advisory Council, and public to identify management priorities.
- Assisted with coordination of Monterey Bay, Cordell Bank, and Gulf of the Farallones National Marine Sanctuaries' Joint Management Plan Review (JMPR), a process to update the three Sanctuaries' management plans. Issues addressed in the JMPR include coastal development, ecosystem protection, water quality, wildlife disturbance, and maritime heritage.
- Assisted with the development of various reports and documents, including the State of the Sanctuary report, and other education and outreach materials.
- Conducted extensive outreach to the media, stakeholders, and public regarding JMPR.
- Assisted with logistics and facilitation of 20 public Scoping Meetings to identify priority issues.
- Read, categorized, and summarized over 12,000 public comments.

OUTREACH CONTRACTOR, MBNMS; Monterey, CA

6/00-12/2000

- Developed and implemented a distribution system for all MBNMS educational materials.
- Provided outreach services for revised MBNMS Vessel Traffic Management Program.
- Assisted in the development of and coordinated the Pilot MBNMS Team OCEAN Kayak Interpretive Enforcement and Outreach Program.

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

GULF OF THE FARALLONES NATIONAL MARINE SANCTUARY (GFNMS)

RESOURCE PROTECTION CONSULTANT; San Francisco, CA

7/08—Present

- Facilitate CMSP process to develop a collaborative vessel management and permitting program for Tomales Bay, including facilitation of both a multi-stakeholder workgroup and a committee of 11 agencies.
- Lead author of *Tomales Bay Vessel Management Plan* and associated *Environmental Assessment/Initial Study*.
- Coordinate permitting of various proposed projects within GFNMS and Northern MBNMS.
- Coordinate installation and maintenance of demarcation buoys.
- Developed and coordinated *GFNMS White Shark Naturalist Training* program.

COUNTY OF MARIN

2/2011—Present

CONSULTANT

- Provide consulting services for all aspects of the development and implementation of a *Pilot Boat Oil Absorbent Program for Marin County*.
- Develop a pilot oil absorbent exchange program for marinas and other boating facilities in Richardson's Bay and Tomales Bay.

GOVERNMENT OF AMERICAN SAMOA

2/07-8/2008

MARINE PROTECTED AREA CONSULTANT

- Project Lead and Author of MPA Network Strategy Document.

- Through a consensus-based collaborative process, developed the *American Samoa MPA Network Strategy* to enhance existing MPAs and to develop a network of MPAs to ensure the long-term health and sustainable use of the Territory's coral reef resources.
- The *Strategy* will serve to facilitate, support and enhance the designation and management of no-take MPAs that will protect 20% of the Territory's coral reef ecosystems.
- Based in San Rafael with frequent travel to American Samoa.

CENTRAL CALIFORNIA COAST INTERACTIVE CD-ROM

6/03-4/2010

CHROMIS, OWNER; SAN RAFAEL, CA

- Developed all content (more than 500 photos, over 125 pages of written subject matter, maps, digital video, music, animations, etc.), graphic design, software development, and production/publication for the *Central California Coast Interactive CD-ROM*.
- Responsible for CD-ROM sales, wholesale (sold in over 30 stores) and retail (Internet sales).
- www.centralcalcoast.com
- Photography: featured in over 30 publications, 4 national calendars
- Videography: featured in Public Service Announcements

WORLD HEALTH ORGANIZATION (WHO)

6/04-8/08

TEMPORARY ADVISOR; MONTEREY, CA

- Provide expert advice regarding environmental impacts of desalination facilities.
- Assist in the development of an international guidance document entitled *WHO Guidance on Desalination for a Safe Water Supply* (Document provided upon request).
- Co-author of a chapter on conducting Environmental Impact Assessment for desalination projects.

STATE OF CALIFORNIA WATER DESALINATION TASKFORCE

5/03-10/2003

TASKFORCE MEMBER; MONTEREY, CA

- Represented U.S. National Oceanic and Atmospheric Administration on a Task Force convened by the Department of Water Resources to make recommendations to the Legislature regarding the potential opportunities for and concerns related to the use of desalination.
- Provided input regarding environmental impacts to marine ecosystems from desalination facilities, and potential mitigation measures.
- Coordinated with U.S. National Marine Fisheries Service and National Marine Sanctuaries management and staff to present unified NOAA recommendations and talking points.

ENVIRONMENTAL MONITORING SERVICE

1/01-3/2003

ENVIRONMENTAL MONITOR; Monterey, CA

- Provided environmental monitoring services for commercial filming projects
- Supervised helicopter filming operations for potential disturbance to wildlife, and maintained constant communications with pilot and film crew to avoid disturbances
- Jobs included documentaries and Honda Motor Company car commercials

DIGITAL COLLECTABLES INC.

9/01-10/2002

CONSULTANT; Monterey, CA

- Researched background information and created written content for a series of endangered species-based Limited Edition Digital Objects (LEDO) Internet digital trading cards, for a National Wildlife Federation project.
- Searched for and obtained photos, video clips and other electronic media for LEDOs.
- Developed written wilderness survival/wildlife encounter scenarios for a National Park themed interactive adventure computer game.

ADVENTURES BY THE SEA

9/99-1/2001

KAYAK TOUR GUIDE/NATURALIST; Monterey, CA

- Led kayak tours highlighting ecology and wildlife of Monterey Bay.

- Facilitated Team building exercises for corporate clientele.

MARINE LAB ENVIRONMENTAL EDUCATION PROGRAM

Summer 1999

INSTRUCTOR; Key Largo, FL

- Educated students and conducted hands-on labs on marine science and environmental conservation concepts.
- Led boat trips and snorkeling excursions to coral reef, sea grass, and mangrove habitats.
- Assisted in water quality research of Florida Bay.

EDUCATION

MONTEREY INSTITUTE OF INTERNATIONAL STUDIES (MIIS) Monterey, CA
Master of Arts in International Environmental Policy (MAIEP)

May 2000

UNIVERSITY OF RHODE ISLAND (URI) Kingston, RI
BA: Major in Psychology (emphasis on animal behavior); Minor Biology

May 1995

OTHER EXPERIENCE

MONTEREY BAY AQUARIUM

9/98—4/2010

VOLUNTEER GUIDE; Monterey, CA

- Interpret Exhibits on wide variety of marine life native to Central California.
- Educate guests of all ages and backgrounds on natural history and conservation.
- Lead group tours of the Monterey Bay Aquarium.
- Assisted in training of new Volunteer Guides.
- Achieved lifelong status of *Volunteer Emeritus*.

MARIN MASTER GARDENERS, UNIVERSITY OF CA COOPERATIVE EXTENSION **2006-Present**
 MASTER GARDENER; Marin County, CA

- Completed intern program and intensive training program.
- Provide volunteer gardening advice and services to Marin County community.
- Assist in native plant restoration (seed collection/propagation/planting, etc.) program for Marin County Open Space District

UNIVERSITY OF RI PRIMATE FACILITY

1993-1995

STUDENT RESEARCHER; Kingston, RI

- Conducted behavioral research on Patas Monkeys, *Erythrocebus patas*.
- Assessed relative levels of specific agonistic response topographies.

SKILLS, ACCREDITATIONS AND TRAINING

- In-depth knowledge of Coastal and Marine Spatial Planning and Marine Environmental Policy Issues, as well as related International and Domestic Laws and Regulations, Marine Spatial Planning, Ecosystem Based Management, and Principles of Integrated Coastal Management.
- Training and Experience in Collaborative Process, Meeting Facilitation, Conflict Resolution, Public Speaking, and Media Relations.
- Excellent Writing and Editing Skills, including: Comment Letters, Research Papers, Policy Memos, Informative Content, Interpretive Materials, Education and Outreach Materials, Press Releases, Presentation Scripts, Management Plans, and Issue-based Action Plans (Samples available upon request).

- Background/Interests in Marine and Coastal Issues, Renewable Energy, Green Building, Protected Area Policy, Ecotourism, and Environmental Conflict Management.
- LEED AP—*Professional Accreditation in Building Design and Construction* from U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) Program.
- ARCSA Accredited Professional—*Professional Accreditation in Design and Construction of Rainwater Catchment Systems* from the American Rainwater Catchment Systems Association.
- Level 2 Graywater Installer Certification— *Professional Certification in Design and Installation of Graywater Systems* from Greywater Action.
- Intermediate/Advanced Spanish.
- PADI Divemaster, CPR, and First Aid certified.
- Competency with IBM and Macintosh Operating Systems: Microsoft Word, Excel, Outlook, PowerPoint, Adobe Acrobat, Filemaker pro, Keynote, Quickbooks, Various Internet and mail applications.
- Graphics Arts, Animation, Page Layout and Formatting, Video Editing, Music Creation, and Web Design Applications: Adobe Illustrator, Photoshop, InDesign, and Pagemaker, Quark Express, Apple iMovie, iPhoto, iDVD, Final Cut Express, Quicktime Pro, Sountrack Pro, and GarageBand, Macromedia Dream Weaver, Flash, Director, and Fireworks, Toast Titanium, Sorenson Pro.
- Proficient in techniques of Photography and Videography, as well as Scanning, Manipulation and Archiving of Photos, and Editing of Digital Video footage.
- Data Analysis, SPSS.

References available upon request

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Authorization for Contract with Marin Resource Recovery for Oil Payment Program

Larkspur:
Dan Schwarz

Since 1993, the Marin County Department of Public Works Stormwater Pollution Prevention Program (MCSTOPPP) has managed the State's Used Oil Block Grant program on behalf of the County and Marin's participating cities and towns. One of MCSTOPPP's duties included the application and administration of the Used Oil Block Grant program offered by the Department of Resources Recycling and Recovery (CalRecycle). Through the new 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.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

While MCSTOPPP did an excellent job in administering the oil grant programs over the years, they came to conclusion that management of the OPP should be transferred to the JPA. As such, at the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the OPP grant.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

One component of this program includes opportunities for Marin County Residents to dispose of used motor oil and filters at the Household Hazardous Waste Facility. This requires an agreement between the JPA and Marin Resource Recovery Service to safely dispose/recycle the materials collected.

Tiburon:
Margaret Curran

Recommendation

To expedite implementation of the program Staff recommends the JPA Board authorize the Executive Office signature authority to enter into contract, similar in scope to the attached, with Marin Resource Recovery Service not to exceed \$12,500.

Attachment

F:\Waste\JPA\JPA Agenda Items\JPA 130516\OPP MSS Signature Authority.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 Marin Resource Recovery Center, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, JPA desires to retain a person or firm to provide the following service: collection of used motor oil and filters from Marin County Residents and promote the programs availability; 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 **\$12,500.00** 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 contract is signed and entered into, and shall terminate on December 31, 2013. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

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

Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the JPA 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.**

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 Manger
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: Marin Sanitary Service - Patty Garbarino
c/o Marin Resource Recovery Center
Address: 565 Jacoby St
San Rafael, Calif. 94901
Telephone No.: 415.485.5647

22. ACKNOWLEDGEMENT OF EXHIBITS

☒ **Check applicable Exhibits**

**CONTRACTOR'S
INITIALS**

EXHIBIT A.

☒ **Scope of Services**

EXHIBIT B.

☒ **Fees and Payment**

EXHIBIT C.

☐ **Insurance Reduction/Waiver**

EXHIBIT D.

☒ **Contractor's Debarment Certification**

EXHIBIT E.

☐ **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 Contract Tasks are as follows:

Task 1. Collect used motor oil and filters from the general public and very small quantity generators from July 1, 2013 through December 31, 2013. Collection location shall be available to the public on Tuesday – Saturday from 8 a.m. to 3:30 p.m. at the Household Hazardous Waste Collection Facility (HHWCF) in San Rafael. The public shall not be charged for this service. Businesses will be charged according to the JPA rate schedule. The collection and storage of such materials/waste shall be in accordance with California State laws and regulations.

Task 2. Provide for the transport and recycling of used oil and filters to a facility approved by the State of California.

Task 3. Promote the availability of used oil and filter recycling through newsletters or other publications distributed to customers of Marin Sanitary, Marin Resource Recovery Center, or Marin Recycling. Provide samples of such advertising to the JPA when an invoice is submitted for payment.

Task 4. **Submit report with final invoice for services described above no later than July 1, 2014.** The report shall contain the following information:

1. Provide copies of all manifest documents indicating proper transport/recycling of oil and filters.
2. Provide a copy of advertisements, articles or other outreach methods used to promote the availability of used oil and filter recycling in this report period.
3. Provide data on the amount of motor oil collected from "x" number of individuals visiting the drop-off location from July 1, 2013 through December 31, 2013.
4. Provide data on the number of used oil filters collected by "x" numbers of individuals visiting the drop-off location from June 1, 2013 through December 31, 2013. Specify whether the oil filters are crushed, or not, when placed in drums for recycling.
5. Provide data on the amount of used oil and filters collected according to Department of Resources Recycling and Recovery's Used Oil Payment Program requirements.
6. Submit copies of invoices (and copies of receipts) for materials/supplies associated with collection and recycling of used oil and filters.

EXHIBIT "B"
FEES AND PAYMENT SCHEDULE (required)

(To Be Determined)

EXHIBIT "C"

INSURANCE REDUCTION/WAIVER (if applicable)

CONTRACTOR:

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

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

Professionaly Liability is not required for this contract.

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: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Signature Authority for Marina Agreements for Oil Payment Program

Larkspur:
Dan Schwarz

Since 1993, the Marin County Department of Public Works Stormwater Pollution Prevention Program (MCSTOPPP) has managed the State's Used Oil Block Grant program on behalf of the County and Marin's participating cities and towns. One of MCSTOPPP's duties included the application and administration of the Used Oil Block Grant program offered by the Department of Resources Recycling and Recovery (CalRecycle). Through the new 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.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

While MCSTOPPP did an excellent job in administering the oil grant programs over the years, they came to conclusion that management of the OPP should be transferred to the JPA. As such, at the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the OPP grant.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

One component of this program includes implementation of a pilot oil absorbent pad collection program at select marinas and requires an agreement between the JPA and the participating marina. In order to describe and outline the details of the program, and indemnify and hold harmless the JPA, legal staff is drafting a collection agreement. This agreement would be used between the JPA and the marina locations and will be similar in scope to the agreement used in the JPA Bulb & Battery Take-Back program (attached).

Tiburon:
Margaret Curran

Recommendation

To expedite implementation of the program Staff recommends the JPA Board authorize the Executive Officer signature authority to enter into agreements with the participating OPP marina locations once the document is finalized and approved by County Counsel.

Attachment

F:\Waste\JPA\JPA Agenda Items\JPA 130516\OPP Waiver Signature Authority.doc

AGREEMENT REGARDING THE COLLECTION OF UNIVERSAL WASTE AT RETAIL LOCATIONS

This AGREEMENT is made and entered into this _____ day of _____
2012 by and between the Marin County Hazardous and Solid Waste Management Joint
Powers Authority, hereinafter referred to as “JPA”, and

_____,
hereinafter referred to as “BUSINESS”.

WHEREAS, the JPA has approved funding to pay for collection at multiple
satellite retail locations of limited Household Hazardous Waste, hereinafter referred to as
‘PROJECT’ at not cost to BUSINESS or Marin County residents; and

WHEREAS, the PROJECT is specifically limited to the collection of household
alkaline, lithium, lithium ion batteries, including AAA, AA, C, D, button cell, 9-volt,
both rechargeable and single use; and compact florescent light bulbs and tubular
florescent light bulbs hereinafter referred to as ‘BULBS AND BATTERIES; and

WHEREAS, all other batteries or Household Hazardous Waste, including but not
limited to liquid filled Lead Acid batteries, commonly used in vehicles and motor driven
equipment, batteries exceeding a weight of two pounds, or any other type of waste
collected by the BUSINESS or dropped off by the public aside from BULBS AND
BATTERIES will not be accepted and will not be the responsibility of the JPA and will
not be considered part of the PROJECT; and

WHEREAS, BUSINESS has agreed to be solely responsible for administrating
the collection of Bulbs and Batteries from the general public; and

WHEREAS, it is appropriate for the JPA and BUSINESS to enter into an
AGREEMENT setting out the duties and responsibilities of the aforementioned parties.

**NOW THEREFORE AND IN CONSIDERATION OF THE PROJECT, IT
IS HEREBY AGREED BY AND BETWEEN THE JPA AND BUSINESS AS
FOLLOWS:**

Pursuant to the purpose of the PROJECT;

JPA agrees to the following:

- Administer and fund PROJECT and contract with registered hauler (s) for the
collection of BULBS AND BATTERIES from the BUSINESS as applicable.

- Coordinate, produce, and distribute proper signage, outreach materials, and advertising to promote the PROJECT.
- Coordinate pickup of BULBS AND BATTERIES from the BUSINESS on a regular basis, and coordinate for additional pickups for containers near 90% capacity following notification by BUSINESS.

BUSINESS agrees to the following:

- Administer the collection program to ensure the only material that meet the definition of BULBS AND BATTERIES are collected through the program.
- Provide physical space in a secure safe location of the business to collect and temporarily store the BULBS AND BATTERIES in the JPA provided collection containers, which will remain the property of the JPA.
- BUSINESS, pursuant to this agreement, shall keep itself fully informed of the federal, state and local laws, ordinances and Household Hazardous Waste regulations in any matter affecting the performance of this agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.
- BUSINESS agrees that their name and contact information will be used to Promote PROJECT and BUSINESS WILL assist JPA with the promotional materials, flyers, advertisements and/or JPA affiliated websites for the purpose of promoting the BULBS AND BATTERIES program.
- In the event, the collection containers near 90% capacity prior to the regularly scheduled pickup, BUSINESS will notify JPA and an unscheduled pickup of the HHW will be provided within seven business days of the notification.

Indemnification and Security

(a) BUSINESS agrees to indemnify, defend and hold harmless CJPA, its officers, agents, and employees from and against any and all claims, demands, losses, damages, defense costs, or liability of any kind which JPA may sustain or incur or which may be imposed upon it for injury of persons, or damage of property including any damages to the person(s), or property(ies) of BUSINESS and/or third persons, as a result of, arising out of, or in any manner connected with the BUSINESS 's performance under the terms of this agreement and the use of the premises specified herein, excepting any liability arising out of the active negligence of JPA.

(b) BUSINESS (and his Leaseholder) shall, at their own cost and expense, procure and maintain, at all times during the term of this Agreement, commercial general liability insurance.

(c) This Agreement shall be binding upon the successor(s), assignee(s), leaseholder(s) or transferee(s) of BUSINESS as may be the case.

Termination.

BUSINESS agrees to continue "PROJECT" for a minimum of 1 year. Termination of this AGREEMENT will not invalidate the duties and obligations to insure, indemnify and defend JPA incurred by BUSINESS.

If the BUSINESS fails to provide in any manner the services required under this AGREEMENT or otherwise fails to comply with the terms of this AGREEMENT or violates any ordinances, regulation or other law which applies to its performance herein, the JPA may terminate this AGREEMENT by giving five (5) calendar days written notice to the BUSINESS involved.

PROJECT is subject to funding by the JPA. If funding from JPA is made unavailable JPA reserves the right to terminate this AGREEMENT.

Severability

Should any part of this AGREEMENT be declared unconstitutional, invalid or unenforceable by a court of competent Jurisdiction, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

Notice.

All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

TO COUNTY:	Steve Devine Marin County Department of Public Works Waste Management Division P.O. Box 4186 San Rafael, CA 94913-4186 (415) 473-6647
------------	--

TO BUSINESS:

Entire Agreement.

The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the COM and BUSINESS. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the parties.

IN WITNESS WHEREOF, THIS MEMORANDUM OF UNDERSTANDING HAS
BEEN ENTERED INTO AS FOLLOWS:

Marin County Hazardous and Solid
Waste Management JPA

BUSINESS:

By _____

By _____

Its _____

Its _____

_____, 2012

_____, 2012

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Fairfax:
Garrett Toy

Re: Signature Authority for Marina Waste Hauler for Oil Payment Program

Larkspur:
Dan Schwarz

Since 1993, the Marin County Department of Public Works Stormwater Pollution Prevention Program (MCSTOPPP) has managed the State's Used Oil Block Grant program on behalf of the County and Marin's participating cities and towns. One of MCSTOPPP's duties included the application and administration of the Used Oil Block Grant program offered by the Department of Resources Recycling and Recovery (CalRecycle). Through the new 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.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

While MCSTOPPP did an excellent job in administering the oil grant programs over the years, they came to conclusion that management of the OPP should be transferred to the JPA. As such, at the May 24, 2012 JPA Board meeting, the JPA Board authorized its Executive Officer to apply for and execute the OPP grant.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

One component of this program includes implementation of a pilot oil absorbent pad collection program at select marinas and requires an agreement between the JPA and a hauler to safely haul and dispose/recycle the materials collected. Pending JPA Board Approval for the contract, JPA Staff will work with the consultant to select a hauler to collect the oil absorbent pad waste generated at the participating marinas

Tiburon:
Margaret Curran

Recommendation

To expedite implementation of the program Staff recommends the JPA Board authorize the Executive Officer signature authority to enter into a contract with a disposal/recycling hauler (to be determined) not to exceed \$10,000.

F:\Waste\JPA\JPA Agenda Items\JPA 130516\OPP Waste Hauler Signature Authority.doc

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Five Year Regional Agency Integrated Waste Management Plan
Review Report

Fairfax:
Garrett Toy

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

Novato:
Michael Frank

Ross:
Rob Braulik

To implement the California Integrated Waste Management Act (AB 939, Sher, Chapter 1095, Statutes of 1989 as amended [IWMA]), counties were required to prepare and submit to the California Integrated Waste Management Board (effective January 1, 2010, the Department of Resources Recycling and Recovery, or CalRecycle) a Countywide Integrated Waste Management Plan (CIWMP). This plan includes the Source Reduction and Recycling Element (SRRE), Household Hazardous Waste Element (HHWE), and Nondisposal Facility Element (NDFE) for each jurisdiction in the county, and a Countywide Siting Element (SE) and Summary Plan (SP) for the county. Similarly, if regional agencies are formed, the Regional Agency Integrated Waste Management Plan (RAIWMP) includes all applicable regional planning documents.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

The waste management plan addresses waste management conditions within the respective county or regional agency. It also provides an overview of the actions that will be taken to achieve the 50 percent equivalent per capita disposal target and to maintain 15-year disposal capacity. Statute requires that the elements comprising the waste management plan be reviewed every five years after the original plan's approval date, and be revised, if necessary. Therefore, the focus of the five-year review is to determine if these planning documents are still adequate or should be revised.

Tiburon:
Margaret Curran

The California Code of Regulations, Title 14, Chapter 9, Article 8, states the requirements of the 5 Year Integrated Waste Management Plan Review process and specifies the LTF's role in that process. To comply with these statutes and regulations, JPA staff forwarded the Local Task Force (LTF) Marin County's Regional Agency Integrated Waste Management Plan (RAIWMP) in February with a solicitation for comment on areas of concern. The regulations state that the LTF shall submit written comments on areas of the RAIWMP which require revision, if any, to the regional agency. The deadline for comments was March 15th and two comments were received and submitted to CalRecycle along with the report (attached).

Following the LTF comment period the JPA was responsible for completing and submitting the RAIWMP Review Report to the California Department of Resources Recycling and Recovery (CalRecycle) within 45 days. The report was submitted to CalRecycle on March 27, 2013. The report determines if a

revision to the Plan is necessary by reviewing changes in demographics, quantities of waste, funding sources, administrative responsibilities, implementation schedule, capacity, disposal, recycling markets, and the progress of cited programs.

Minimal waste stream fluctuation, successful program execution, and a consistent oversight structure illustrate Marin's compliance with the Integrated Waste Management Act and the soundness of Marin's RAIWMP. In this light, CalRecycle does not often encourage agencies to revise RAIWMP's and directs local jurisdictions to note changes in program implementation in the Annual Report as that report acts as a RAIWMP update.

The Executive Committee already acted to receive and file this report at their April 18, 2013 meeting.

Recommendation

Receive and file report.

Attachment.

F:\Waste\JPA\JPA Agenda Items\ExCom 130418\Five Year RIWMP Report Submittal .doc

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

March 27, 2013

Corte Madera:
David Bracken

Krysty Emery
CalRecycle
Local Assistance & Market Development
P.O. Box 4025
Sacramento, CA 95812-4025

County of Marin:
Matthew Hymel

Fairfax:
Garrett Toy

**Re: Five-Year Regional Agency Integrated Waste Management Plan
Review Report Submittal**

Larkspur:
Dan Schwarz

Dear Ms. Emery,

Mill Valley:
Jim McCann

Enclosed is the Five-Year Regional Agency Integrated Waste Management Review Report for the Marin County Hazardous and Solid Waste Management Joint Powers Authority. This Five Year Report is the third review period for Marin County's Regional Integrated Waste Management Plan, originally adopted in 1998.

Novato:
Michael Frank

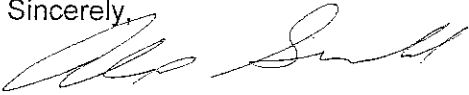
Ross:
Rob Braulik

Please review this report and keep Marin staff informed of public hearings concerning this report and its content. Should you require additional documentation for this Report or have any questions, please contact me at 415-473-4298.

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sincerely,



Sausalito:
Adam Politzer

Alex Soulard
Waste Management Specialist

Tiburon:
Margaret Curran

Attachments

f:\waste\jpa\integrated waste management plan documents\2013 5 year review submittal letter.docx

Five-Year CIWMP/RAIWMP Review Report Template

Public Resources Code (PRC) Sections 41770 and 41822, and Title 14, California Code of Regulations (CCR) Section 18788 require that each countywide or regional agency integrated waste management plan (CIWMP or RAIWMP), and the elements thereof, be reviewed, revised if necessary, and submitted to the Department of Resources Recycling and Recovery (CalRecycle) every five years. CalRecycle developed this Five-Year CIWMP/RAIWMP Review Report template to streamline the Five-Year CIWMP/RAIWMP review, reporting, and approval process.

A county or regional agency may use this template to document its compliance with these regulatory review and reporting requirements and as a tool in its review, including obtaining Local Task Force (LTF) comments on areas of the CIWMP or RAIWMP that need revision, if any. This template also can be finalized based on these comments and submitted to CalRecycle as the county or regional agency's Five-Year CIWMP or RAIWMP Review Report.

The Five-Year CIWMP/RAIWMP Review Report Template Instructions describe each section and provide general guidelines with respect to preparing the report. Completed and signed reports should be submitted to the CalRecycle's Local Assistance & Market Development (LAMD) Branch at the address below. Upon report receipt, LAMD staff may request clarification and/or additional information if the details provided in the report are not clear or are not complete. Within 90 days of receiving a *complete* Five-Year CIWMP/RAIWMP Review Report, LAMD staff will review the report and prepare their findings for CalRecycle consideration for approval.

If you have any questions about the Five-Year CIWMP/RAIWMP Review Report process or how to complete this template, please contact your LAMD representative at (916) 341-6199. Mail the completed and signed Five-Year CIWMP/RAIWMP Review Report to:

Dept. of Resources Recycling & Recovery
Local Assistance & Market Development, MS-25
P. O. Box 4025
Sacramento, CA 95812-4025

To edit & customize this template, the editing restrictions (filling in forms) must be disengaged. Select the Review tab, Protect Document, and then Restrict Formatting and Editing (uncheck editing restrictions). There is no password (options). Please contact your LAMD representative at (916) 341-6199 with related questions.

General Instructions: Please complete Sections 1 through 7, and all other applicable subsections. Double click on shaded text/areas () to select or add text.

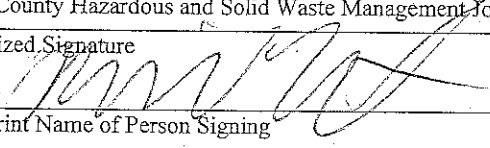
SECTION 1.0 COUNTY OR REGIONAL AGENCY INFORMATION			
I certify that the information in this document is true and correct to the best of my knowledge, and that I am authorized to complete this report and request approval of the CIWMP or RAIWMP Five-Year Review Report on behalf of:			
County or Regional Agency Name		County(s) [if a RAIWMP Review Report]	
Marin County Hazardous and Solid Waste Management Joint Powers Authority		Marin	
Authorized Signature 		Title Executive Officer	
Type/Print Name of Person Signing	Date	Phone	
Michael Frost	3/27/2013	(415) 473-3725	
Person Completing This Form (please print or type)	Title	Phone	
Alexander Soulard	Waste Management Specialist	(415) 473-4298	
Mailing Address	City	State	Zip
P.O. Box 4186	San Rafael	CA	94913-4186
E-mail Address asoulard@marincounty.org			

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SECTION 2.0 BACKGROUND

This is the regional agency's third Five-Year Review Report since the approval of the RAIWMP.

The following changes have occurred since the approval of the regional agency's planning documents or the last Five-Year RAIWMP Review Report (whichever is most recent):

- ☐ Diversion goal reduction
- ☐ New regional agency
- ☐ Changes to regional agency

- ☐ New city (name(s) _____)
- ☐ Other _____

Additional Information (optional)

SECTION 3.0 LOCAL TASK FORCE REVIEW

- a. In accordance with Title 14 CCR, Section 18788, the Local Task Force (LTF) reviewed each element and plan included in the RAIWMP and finalized its comments
☐ at the _____ LTF meeting. ☒ electronically (fax, e-mail) ☐ other (Explain): _____
- b. The regional agency received the written comments from the LTF on March 15, 2013.
- c. A copy of the LTF comments
☒ is included as Appendix A.
☐ was submitted to CalRecycle on _____.

SECTION 4.0 TITLE 14, CALIFORNIA CODE of REGULATIONS SECTION 18788 (3) (A) THROUGH (H)

The subsections below address not only the areas of change specified in the regulations, but also provide specific analyses regarding the continued adequacy of the planning documents in light of those changes, including a determination on any need for revision to one or more of the planning documents.

Section 4.1 Changes in Demographics in the County or Regional Agency

When preparing the RAIWMP Review Report, the county or regional agency must address at least the changes in demographics.

The following resources are provided to facilitate this analysis:

1. Demographic data, including population, taxable sales, employment, and consumer price index by jurisdiction for years up to 2006, are available at:
<http://www.calrecycle.ca.gov/LGCentral/Tools/DivMeasure/JuAdjFac.asp>. Data for years beyond 2006 can be found on their following websites:
 - Population: Department of Finance
 - Taxable Sales: Board of Equalization

- Employment: Employment Development Department
 - Consumer Price Index: Department of Industrial Relations
2. The Demographic Research Unit of the California Department of Finance is designated as the single official source of demographic data for State planning and budgeting (e.g., find E-5 City/County Population and Housing Estimates under Reports and Research Papers and then Estimates).
 3. The Department of Finance's Demographic Research Unit also provides a list of State Census Data Center Network Regional Offices.

Analysis

Upon review of demographic changes since 1998:

- ☒ The demographic changes since the development of the RAIWMP do not warrant a revision to any of the regionwide planning documents. Specifically, _____.
- ☐ These demographic changes since the development of the RAIWMP warrant a revision to one or more of the regionwide planning documents. Specifically, _____. See the revision schedule in Section 7.

Additional Analysis (optional)

Section 4.2 Changes in Quantities of Waste within the County or Regional Agency; and Changes in Permitted Disposal Capacity and Waste Disposed in the County or Regional Agency

A number of tools to facilitate the analysis and review of such changes in the waste stream are available from the following CalRecycle sources:

1. Various statewide, regional, and local disposal reports are available at <http://www.calrecycle.ca.gov/LGCentral/Reports/DRS/Default.aspx>.
 - a. CalRecycle's Disposal Reporting System tracks and reports the annual estimates of the disposal amounts for jurisdictions in California; additional California solid waste statistics are also available.
 - b. CalRecycle's Waste Flow by Destination or Origin reports include solid waste disposal, export, and alternative daily cover. They show how much waste was produced within the boundaries of an individual city, or within all of the cities comprising a county or regional agency. These data also cover what was disposed at a particular facility or at all facilities within a county or regional agency.
2. The Waste Characterization Database provides estimates of the types and amounts of materials in the waste streams of individual California jurisdictions in 1999.
3. CalRecycle's Countywide, Regionwide, and Statewide Jurisdiction Diversion Progress Report provides both summary and detailed information on compliance, diversion rates/50 percent equivalent per capita disposal target and rates, and waste diversion program implementation for all California jurisdictions. Diversion program implementation summaries are also available at

<http://www.calrecycle.ca.gov/LGCentral/Tools/PARIS/jurpgmsu.asp> and
<http://www.calrecycle.ca.gov/LGCentral/Reports/DiversionProgram/jurhist.aspx>.

Together, these reports help illustrate changes in the quantities of waste within the county or regional agency as well as in permitted disposal capacity. This information also summarizes each jurisdiction's progress in implementing the Source Reduction and Recycling Element (SRRE) and complying with the 50percent diversion rate requirement (now calculated as the 50 percent equivalent per capita disposal target), see Per Capita Disposal and Goal Measurement (2007 and Later) for details.

- ☒ The county or regional agency (if it includes the entire county) continues to have adequate disposal capacity (i.e., equal to or greater than 15 years).
- ☐ The county does not have 15 years remaining disposal capacity within its physical boundaries, but the Siting Element does provide a strategy¹ for obtaining 15 years remaining disposal capacity.
- ☐ The county does not have 15 years remaining disposal capacity and the Siting Element does not provide a strategy² for obtaining 15 years remaining disposal capacity. Attached is a revision schedule for the Siting Element (Section 7).

Analysis

- ☒ These changes in quantities of waste and changes in permitted disposal capacity since the development of the RAIWMP do not warrant a revision to any of the regionwide planning documents. Specifically,
- ☐ These changes in quantities of waste and changes in permitted disposal capacity since the development of the RAIWMP warrant a revision to one or more of the planning documents. Specifically, _____. The revision schedule(s) is included in Section 7.

Additional Analysis (optional)

Section 4.3 Changes in Funding Source for Administration of the Siting Element (SE) and Summary Plan (SP)

Since the approval of the RAIWMP or the last Five-Year RAIWMP Review Report (whichever is most recent), the region experienced the following significant changes in funding for the SE or SP:

¹ Such a strategy includes a description of the diversion or export programs to be implemented to address the solid waste capacity needs. The description shall identify the existing solid waste disposal facilities, including those outside of the county or regional agency, which will be used to implement these programs. The description should address how the proposed programs shall provide the county or regional agency with sufficient disposal capacity to meet the required minimum of 15 years of combined permitted disposal capacity.

Analysis

- ☒ There have been no significant changes in funding for administration of the SE and SP or the changes that have occurred do not warrant a revision to any of the regionwide planning documents. Specifically, _____.
- ☐ These changes in funding for the administration of the SE and SP warrant a revision to one or more of the regionwide planning documents. Specifically, _____. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

Section 4.4 Changes in Administrative Responsibilities

The region experienced significant changes in the following administrative responsibilities since the approval of the RAIWMP or the last Five-Year RAIWMP Review Report (whichever is most recent):

■ _____

Analysis

- ☒ There have been no significant changes in administrative responsibilities or the changes in administrative responsibilities do not warrant a revision to any of the planning documents. Specifically, _____.
- ☐ These changes in administrative responsibilities warrant a revision to one or more of the planning documents. Specifically, _____. See Section 7 for the revision schedule(s).

Additional Analysis (optional)

Section 4.5 Programs that Were Scheduled to Be Implemented, But Were Not

This section addresses programs that were scheduled to be implemented, but were not; why they were not implemented; the progress of programs that were implemented; a statement as to whether programs are meeting their goals; and if not, what contingency measures are being enacted to ensure compliance with Public Resources Code Section 41751.

1. Progress of Program Implementation

a. SRRE and Household Hazardous Waste Element (HHWE)

- ☒ All program implementation information has been updated in the CalRecycle Electronic Annual Report (EAR), including the reason for not implementing specific programs, if applicable.
- ☐ All program implementation information has not been updated in the EAR. Attachment _____ lists the SRRE and/or HHWE programs selected for implementation, but which have not yet been implemented, including a statement as to why they were not implemented.

b. Nondisposal Facility Element (NDFE)

- ☒ There have been no changes in the use of nondisposal facilities (based on the current NDFEs and any amendments).

☐ Attachment _____ lists changes in the use of nondisposal facilities (based on the current NDFEs).

c. Countywide Siting Element (SE)

☒ There have been no changes to the information provided in the current SE.

☐ Attachment _____ lists changes to the information provided in the current SE.

d. Summary Plan

☒ There have been no changes to the information provided in the current SP.

☐ Attachment _____ lists changes to the information provided in the current SP.

2. Statement regarding whether Programs are Meeting their Goals

☒ The programs are meeting their goals.

☐ The programs are not meeting their goals. The discussion that follows in the analysis section below addresses the contingency measures that are being enacted to ensure compliance with PRC Section 41751 (i.e., specific steps are being taken by local agencies, acting independently and in concert, to achieve the purposes of the California Integrated Waste Management Act of 1989) and whether the listed changes in program implementation necessitate a revision to one or more of the planning documents. _____

Analysis

☒ The aforementioned changes in program implementation do not warrant a revision to any of the planning documents. Specifically, _____.

☐ Changes in program implementation warrant a revision to one or more of the planning documents. Specifically, _____. The revision schedule(s) is included in Section 7.

Additional Analysis (optional)

Section 4.6 Changes in Available Markets for Recyclable Materials

The region experienced changes in the following available markets for recyclable materials since the approval of the RAIWMP or the last Five-Year RAIWMP Review Report (whichever is most recent):

Analysis

☒ There are no significant changes in available markets for recycled materials to warrant a revision to any of the planning documents. Specifically, _____.

☐ Changes in available markets for recycled materials warrant a revision to one or more of the planning documents. Specifically, _____. The revision schedule(s) is included in Section 7.

Additional Analysis (optional)

Section 4.7 Changes in the Implementation Schedule

The following addresses changes to the region's implementation schedule that are not already addressed in Section 4.5 above:

Analysis

- ☒ There are no significant changes in the implementation schedule to warrant a revision to any of the planning documents. Specifically, _____.
- ☐ Changes in the implementation schedule warrant a revision to one or more of the planning documents. Specifically, _____.

Additional Analysis (optional)

Note: Consider for each jurisdiction within the county or regional agency the changes noted in sections 4.1 through 4.7 and explain whether the changes necessitate revisions to any of the jurisdictions' planning documents.

SECTION 5.0 OTHER ISSUES OR SUPPLEMENTARY INFORMATION (optional)

The following addresses any other significant issues/changes in the region and whether these changes affect the adequacy of the RAIWMP to the extent that a revision to one or more of the planning documents is needed:

Analysis

SECTION 6.0 ANNUAL REPORT REVIEW

- ☒ The Annual Reports for each jurisdiction in the region have been reviewed, specifically those sections that address the adequacy of the RAIWMP elements. No jurisdictions reported the need to revise one or more of these planning documents.
- ☐ The Annual Reports for each jurisdiction in the region have been reviewed, specifically those sections that address the adequacy of the CIWMP or RAIWMP elements. The following jurisdictions reported the need to revise one or more of these planning documents, as listed.

Analysis

The discussion below addresses the region's evaluation of the Annual Report data relating to planning document adequacy and includes determination regarding the need to revise one or more of the documents:

SECTION 7.0 REVISION SCHEDULE (if required)

N/A

APPENDIX A

Local Task Force Comments

Table of Contents

<u>Comments by:</u>	<u>Pages</u>
Joan Irwin (Submitted March 14, 2013)	A1
Patty Garbarino (Submitted March 15, 2013)	A3-A4

Soulard, Alex

From: Joan Irwin <jirwin3@pacbell.net>
Sent: Thursday, March 14, 2013 10:36 AM
To: Soulard, Alex
Subject: Report Comments

Alex.

I have reviewed the report and have the following comments:

Much of the important information is very out of date. You probably heard this from everyone.

More emphasis should be placed on compliance. For example we have food scrap recycling available to most residents of the county, however actual food scrap recycling was slow to gain acceptance.

New programs (ie, commercial food scrap recycling) should get lots of support from JPA. NEw programs may be seen as moving the needle very little, but they are important to point the way to Zero Waste.

The report should emphasize refocusing from "waste management" to "zero waste". Both this comment and the first comment could mention the importance of a public relations campaign.

Hope this helps.

Joan



March 15, 2013

Alex Soulard
Waste Management Specialist
Marin County Department of Public Works
P.O. Box 4186
San Rafael, CA 94913

Re: Draft Five Year Integrated Waste Management Plan Review Report-Solicitation for Comments

Dear Alex,

The County of Marin has set goals for 94% diversion from the landfill by 2025. We are very concerned with our ability to meet these goals. In 2011, our company implemented our Zero Waste Plan for collection and processing of materials collected through our curbside and drop-off facilities. These programs include Residential organics collection of yard waste and food scraps; enhanced commercial recycling; carpet and drywall recycling; and enhanced construction and demolition recycling including concrete, carpet and carpet padding, and asphalt shingles. We are about to begin commercial collection of food waste that will be converted to energy at Central Marin Sanitation Agency and will roll out commercial composting (food, food soiled papers, and yard waste co-collected) by the end of 2013. Despite the increase in outreach and programs, we are not seeing significant increases in diversion. We have identified several concerns that are affecting diversion rates.

1. Changes in the waste stream.
2. Increased theft of materials from our curbside collection containers.
3. Increased back-hauling and self hauling.
4. Increased numbers of private haulers collecting against municipal codes and franchise agreements.

All of these issues directly affect diversion numbers. To address problem #1 above, we are commissioning a waste characterization study to examine all recyclable and compostable materials currently being diverted and their volumes as well as the contents of the transfer station (garbage). We are seeing a decrease in tonnage of newspapers and an increase in the volume of light weight single use plastics. Theft (#2) is a concern due to the decrease in revenue and the increase in cost of collecting empty containers. It is also a concern if the materials are sold to buy-back facilities out of our county. Without a clear method from the

jurisdictions for documenting the materials generated in the county but self-hauled or back-hauled (#3) outside the area, this diversion will never be accounted for. Other areas have implemented mandatory permitting for self-haulers and back-haulers so the jurisdiction can have credit for the materials. Problem #4 is of particular concern, over the past several years we have seen many private haulers come in and contract with commercial customers in violation of municipal codes and/or franchise agreements. Most times the businesses do not realize they are in violation of codes or contracts. The haulers may not even be aware this is happening because the business still subscribes for collection of municipal solid waste or the business never called to start service.

In conclusion, we are very pleased that the County of Marin is so concerned with Zero Waste issues and have made them a priority. We believe that the 5 Year Plan should address the diversion issues specifically. We would also like to see more transparency from each hauler and jurisdictional agency in Marin so it is apparent what materials are collected, processed and disposed. Thank you so much for allowing us to comment on the plan.

Sincerely,

Patty Garbarino

President

Marin Sanitary Service

Marin Recycling & Resource Recovery Association

Kim Scheibly

Outreach and Communications Coordinator

Marin Sanitary Service

Marin Recycling & Resource Recovery Association

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Approval of the Third Cycle Zero Waste Grant Program and Forms

Fairfax:
Garrett Toy

The JPA will be offering \$250,000 to member agencies in its third cycle of Zero Waste Grants. The primary focus of the grant program is to help institute programs that contribute towards reaching the goal of Zero Waste in each of the cities/towns, the County and special districts

Larkspur:
Dan Schwarz

JPA staff has attached the following grant documents for your approval:

Mill Valley:
Jim McCann

- Grant Guidelines
- Application Form
- Grant Agreement
- Grant Pledge
- Signature Authority Resolution
- Progress Report Form
- Final Report Form

Novato:
Michael Frank

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

These documents define the purpose, goals, requirements, milestones, and will facilitate the grant process. The grant program encourages adoption of the Zero Waste Toolkit Documents as primary programs and provides a list of secondary programs that can help cultivate a Zero Waste atmosphere.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Also attached is a funding spreadsheet that details which communities have applied for past grants, the funding that was used the currently available grant funding balance.

Tiburon:
Margaret Curran

Additionally, since the second grant term ends on July 19, 2013, member agencies may have unspent funds from the current term that they may want to use in the third term. Allowing the Executive Officer to make grant adjustments will allow for a mechanism for the JPA to offer cities those funds as a supplemental offering within the third grant term. This authority will also make it easier for the JPA to respond to member agencies who wish to adjust the scope of their grant during its term.

Recommendation

It is recommended your Board review and approve the attached grant documents and authorize the Executive Officer to enter into grant agreements with member agencies and approve discretionary adjustments to the grants during the grant term.

Attachment

F:\Waste\JPA\JPA Agenda Items\JPA 130516\ZWG Signature Authority.doc

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY (JPA)

Cycle 3

Zero Waste Grant Guidelines

Introduction

The Marin County Hazardous & Solid Waste Management Joint Powers Authority (JPA) administers the Zero Waste Grant Program. The following procedures and requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records and audit requirements.

Grant Program

The JPA is offering grants to Member Agencies and Special Districts whose application identifies a program that works towards the Zero Waste Goal. Zero Waste Toolkit Documents have been developed by the JPA to implement waste reduction programs uniformly throughout Marin. Member Agencies are not limited to the type of Waste Reduction Program (WRP) they wish to implement. Special Districts that administer solid waste franchise agreements do not have the authority to implement ordinances or resolutions, however they are encouraged to develop programs which work toward Zero Waste.

Primary WRP: Are encouraged to be developed first and include:

- Zero Waste Resolution
- Construction and Demolition (C&D) Ordinance
- Commercial and/or Residential Food Scrap Recycling

Secondary WRP: Can include

- Construction & Demolition (C&D) Ordinance Enforcement Costs
- Outreach and Training Coordinator to Set Up Recycling and Composting at Schools
- Coordinator for Recycling and Composting at Local Events
- Purchase Easily-Portable Event Recycling Containers and Accessories for Loan for Local Events
- Adding Public Recycling Receptacles
- Waste Audits
- Local Composting Classes
- Support of Food Scrap Composting Programs
- Differential Costs of an Environmental Purchasing Policy
- Commercial and Multifamily Outreach and Support
- Zero Waste Case Studies
- Mini-Grants program to environmental, educational or community groups Zero Waste activities.
- Printing outreach materials using the JPA's to be developed "Do-It-Yourself" templates for Zero Waste outreach

Eligibility & Funding

Grant funding is available only for JPA Member Agencies and Special Districts identified as 'Applicants'.

It is recognized that each applicant will incur various costs while implementing WRP's. Therefore, it is intended the grant program funding will help cover a portion of those costs. If Member Agencies or Special Districts determine they will be unable to adopt Primary or Secondary WRP's with their current funding they may forgo applying for grant funds. Their

allotted funding will be encumbered and carry over to the next grant term for that specified agency after informing the JPA Staff. Grant funds will carry at the discretion of the JPA Board. After that time funds may become forfeited.

By necessity, Ordinances will be handled by the County. Due to this reduced burden, Special Districts will only be eligible for \$3,500 of funding which will be derived from the Marin County portion.

The total allowable funds for each jurisdiction would be:

	<u>Carried Over</u>	<u>Allocated</u>	<u>Total Funds Available</u>
Belvedere	\$ 6,995.21	\$ 6,686.86	\$ 13,682.07
Corte Madera	\$ 13,958.59	\$ 12,548.89	\$ 26,507.48
County of Marin	\$ -	\$ 59,956.02	\$ 59,956.02
Fairfax	\$ 97.09	\$ 11,069.46	\$ 11,166.55
Larkspur	\$ 1,757.25	\$ 14,728.89	\$ 16,486.14
Mill Valley	\$ 17,856.95	\$ 16,340.68	\$ 34,197.63
Novato	n/a	n/a	n/a
Ross	\$ 304.24	\$ 6,970.96	\$ 7,275.20
San Anselmo	\$ 12,384.17	\$ 15,063.03	\$ 27,447.20
San Rafael	\$ -	\$ 52,064.92	\$ 52,064.92
Sausalito	\$ 11,936.24	\$ 10,759.53	\$ 22,695.77
Tiburon	\$ 11,567.56	\$ 12,310.79	\$ 23,878.35
Almonte Sanitary District	\$ -	\$ 3,500.00	\$ 3,500.00
Alto Sanitary District	\$ -	\$ 3,500.00	\$ 3,500.00
Bolinas Community Public Utility District	\$ -	\$ 3,500.00	\$ 3,500.00
Homestead Valley Sanitary District	\$ -	\$ 3,500.00	\$ 3,500.00
Las Gallinas Sanitary District	\$ -	\$ 3,500.00	\$ 3,500.00
Marin City Community Services District	\$ -	\$ 3,500.00	\$ 3,500.00
Stinson beach County Water District	\$ -	\$ 3,500.00	\$ 3,500.00
Strawberry Recreational District	\$ -	\$ 3,500.00	\$ 3,500.00
Tamalpais Community Services District	\$ -	\$ 3,500.00	\$ 3,500.00

Application Procedures

To reduce workload, all necessary application and document samples are supplied to grant applicants. It is recognized that every agency has its own legal counsel, and therefore it is not practical to require the model documents be adopted verbatim, but the substance must be similar to the samples provided. The application is limited to two pages, including the provided application forms. A sample Grant Application can be found on the JPA website: ZeroWasteMarin.org.

- Determine grant fund eligibility, as described above (**Applicants may apply for the sum of all allocated and unspent funds**). Grantees will be notified of a supplemental offer to use FY 11/12 Grant unspent funds following the Cycle 3 grant term inception.
- Resolution drafting and Approval by Jurisdiction designating a Signature Authority for the JPA Grant Programs (Due within 30 days of Application due date).
- Submittal of completed Grant Application forms (Application, Signature Authority & Resolution, Grant Terms Agreement, Grant Pledge).

Once the Grant Application forms are received they will be reviewed by the JPA which will determine if applications meet the Grant requirements. Jurisdictions will be authorized to commence their proposed programs upon receipt of 'Notice to Proceed' from the JPA. Per the Grant Terms, a Progress Report must be submitted to the JPA mid-way through the grant term and a Final Report will be submitted to the JPA at the completion of the grant. These reports will (respectively) describe the progress made at the time of the report submittal, outcome of the program implemented, an account of funds spent, and an estimated tonnage of waste that was diverted through each program. Reporting criteria are explained in detail in the Grant Terms and a sample Progress and Final Report can be found on the JPA website: ZeroWasteMarin.Org

Milestones

- May 28, 2013 - Application Materials Released
- June 26, 2013 - Application Deadline
- July 8, 2013 - Cycle Awarded / Grant Term Begins
- November 27, 2013– Progress Report Due
- March 21, 2014 - Grant Term Ends
- April 9, 2014 - Final Reports Due

Communication

All communication regarding this grant shall be directed to the JPA Grant Program Coordinator
Submit Final Reports and written correspondence to:

JPA Grant Manager
c/o Marin Co Waste Mgmt Div.
PO Box 4186
San Rafael, CA 94913-4180

Eligible Costs

As identified in the Grant Guidelines, all expenditures must be only for activities, products, and costs included in the approved Work Plan and approved Budget. Services provided and costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. Costs, including materials, supplies, equipment, facilities, must be directly related to the approved grant project, be reasonable, and focused on local needs as described in the application. Any proposed revision(s) to the Work Plan and/or Budget must be submitted and pre-approved in writing by the JPA.

Ineligible Costs

Any costs not included in the approved budget and not directly related to the approved grant project are ineligible for Grant Program use as identified in the Grant Guidelines. Questions regarding ineligible costs can be directed to the JPA Staff.

Compliance

Grantees shall comply fully with all terms of the Zero Waste Grant Program. JPA Executive Officer, as the administrator of the program, has final say in all matters grant related and has all oversight and administrative authority.

Recycled Content Requirements

All products that are purchased with grant funds must contain post consumer recycled-content material. All documents submitted to the JPA must be printed on double-sided on 100% recycled content paper. Specific pages containing full-color photographs or other ink intensive graphics may be printed on photographic paper.

Audit / Records Access

The Grantee agrees that the JPA or their designated representative shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of 3 years from the date the Grant Term ends.

Copyright Information

Any copyrightable materials produced with Grant Funds become the property of the JPA and the Member municipality. Questions regarding copyright materials can be directed towards the JPA Grant Programs Coordinator. Examples of copyrightable material included, but are not limited to:

- CD's and visual material
- Brochures, Pamphlets, and reproductions of advertisements designed for distribution

The following language must appear on any copyrightable material produced with JPA Grant Program Funds:

© { Year of Creation } ZeroWasteMarin. All rights reserved. This publication, or parts thereof, may not be reproduced without the permission of the JPA.

Use of the initials "JPA" in conjunction with "ZeroWasteMarin" is sufficient when space is limited.

Grant Payment

Until all requirements stipulated in the Grant Term Agreement have been satisfactorily completed Grant Funds will not be released. Upon completion of Final Report review by the JPA, a payment will be processed based on the submitted Payment Request portion of the Final Report for eligible costs. Payment Requests must include itemized documentation of claimed expenses. If Grantees do not use all allotted grant funds they will be encumbered and added to eligible funding for that Grantee for future grant terms.

Reporting

A Progress and Final Report are required to be submitted by the Grantee to the JPA at the mid-way and end of the Grant Term (respectively). Both reports will identify activity during the term of the grant and summarize all activity conducted in the performance and fund use of the grant. Copies of adopted documents (Ordinances, Resolutions, ect.) will be included in the report. All grantees will calculate and report a diversion tonnage estimate to identify program effectiveness.

Extensions may be granted for submittal of the Final Report at the discretion of the JPA Executive Officer if notified within 15 days prior to the end of the grant term. If all program criteria have not been met by the end of the grant term, the Grantee may report on the progress toward each grant task and demonstrate they have made all reasonable and feasible efforts to implement those programs. A sample Progress and Final Report can be found on the JPA website: ZeroWasteMarin.Org

A failure to submit the Final Report by close of the grant term or by the date agreed to with the JPA may result in forfeiture of reimbursement or Grant funds to the Grantee.

Attachments:

- Grant Application & Pledge – Exhibit A
- Grant Term Agreement & Signature Authority – Exhibit B
- Grant Progress Report – Exhibit C
- Grant Final Report – Exhibit D
- Grant Financial Report – Exhibit E
- Sample Signature & Authority Resolution – Exhibit F

Exhibit A

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY (JPA)

Cycle 3

Zero Waste Grant Application & Pledge

Applicant Authority / Jurisdiction

Name

Mailing Address

Primary Contact Name

(As Authorized in Resolution)

Title

Telephone No.

Email Address

Signature _____ Date _____

Jurisdictional Fund Allowance

\$

Requested Grant Amount

\$

1. Grant Fund Use:

(Identify the Waste Reduction Program [WRP] the funds were used for)

2. Project Description

Provide a description of the project as use of the requested funds.

Good Faith Effort

The undersigned applicant, given appropriate jurisdictional authority to apply and conduct the proposed application, does give a full faith pledge to work toward the adoption of Zero Waste Programs as described in the Grant Term therein.

The undersigned also affirms; that any funds received under the Zero Waste Grant Program will be used solely for the purpose of implementing and providing residential and commercial waste reduction or diversion programs under the guidelines described in the Grant Application.

In the case that the Grantee fails to implement the programs indicated on their application, the determination of whether the Grantee has or has not made a good faith effort will be made by the JPA Executive Committee or its designee.

X

Signature

Date

Print Name

Print Title

Exhibit B

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY (JPA)

Cycle 3

Zero Waste Grant Term Agreement

Grant Program

As identified in the Zero Waste Grant Guidelines, the JPA is offering grants to Member Agencies and Special Districts whose application identifies a program that works towards the Zero Waste Goal. Zero Waste Toolkit Documents have been developed by the JPA to implement waste reduction programs uniformly throughout Marin. Member Agencies and Special Districts should begin work on implementing all Zero Waste Reduction Programs (WRP's). Special Districts only have authority to implement a Zero Waste Resolution and a Food Scrap Program, but are encouraged to develop programs which work toward Zero Waste.

Primary WRP: Are encouraged to be developed first and include:

- Zero Waste Resolution
- Construction and Demolition (C&D) Ordinance
- Commercial and/or Residential Food Scrap Recycling

Secondary WRP: Can include

- Construction & Demolition (C&D) Ordinance Enforcement Costs
- Outreach and Training Coordinator to Set Up Recycling and Composting at Schools
- Coordinator for Recycling and Composting at Local Events
- Purchase Easily-Portable Event Recycling Containers and Accessories for Loan for Local Events
- Adding Public Recycling Receptacles
- Waste Audits
- Local Composting Classes
- Support of Food Scrap Composting Programs
- Differential Costs of an Environmental Purchasing Policy
- Commercial and Multifamily Outreach and Support
- Zero Waste Case Studies
- Mini-Grants program to environmental, educational or community groups Zero Waste activities.
- Printing outreach materials using the JPA's to be developed "Do-It-Yourself" templates for Zero Waste outreach

Milestones

Relevant dates for the Zero Waste Grant Program can be found on the Zero Waste Grant Guidelines form.

Eligible Costs

All expenditures must be only for activities, products, and costs included in the approved Work Plan and approved Budget. Services provided and costs must be incurred after receiving a Notice to Proceed and before the end of the Grant Term. Costs, including materials, supplies, equipment, facilities, must be directly related to the approved grant project, be reasonable, and focused on local needs as described in the application. Any proposed revision(s) to the Work Plan and/or Budget must be submitted and pre-approved in writing by the JPA.

Ineligible Costs

Any costs not included in the approved budget and not directly related to the approved grant project are ineligible for Grant Program use. Questions regarding ineligible costs can be directed towards the JPA Staff.

Audit / Records Access

The Grantee agrees that the JPA or their designated representative shall have the right to review and to copy any records or supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of 3 years from the date the Grant Term ends.

Grant Payment

Upon completion of Final Report review by the JPA each payment will be processed based on the submitted Payment Request portion of the Final Report for eligible costs.

Reporting

A Progress Report and Final Report are required to be submitted by the Grantee to the JPA. These reports will identify activity during the term of the grant and summarize all activity conducted in the performance and fund use of the grant. The report dates are identified in the Milestones section.

Certification

I declare, under the penalty of perjury under the laws of the State of California, that I have read and agree to all information in the Application Guidelines and Instructions and that all information therein submitted to the Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) for consideration in award of grant funds is true and accurate to the best of my knowledge.

X

Signature

Date

Print Name

Print Title

Exhibit C

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY (JPA)

Cycle Year 3

Zero Waste Grant Progress Report Form

Grantee Name / Jurisdiction

Explanation of Project

Provide a brief description of the project as a whole

Program Start Date & Progress

Please identify the program commencement date, state completion on pending tasks (percentage), date of work complete.

COSTS

Using the Financial Report Form, please provide a simple breakdown by unit, hour, category or service rendered by contractor and the associated incurred cost the grant funding has helped cover to date.

1) Personnel Costs

Please describe personnel costs associated with planning, management and administration of Waste Reduction Program implementation used to date.

2) Material / Contract Costs

Please describe costs related to development of materials / contracts for Waste Reduction Program Implementation to date.

Certification

I declare, under the penalty of perjury under the laws of the State of California, that all information herein submitted to the Marin County Hazardous and Solid Waste Management Joint Powers Authority for the Zero Waste Grand Fund is true and accurate to the best of my knowledge.

X

Signature

Date

Print Name

Print Title

Exhibit D

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY (JPA)

Cycle 3

Zero Waste Grant Final Report Form

Grantee

Name / Member Agency:

Email Address:

Projects

1. Grant Fund Use:

(Identify the Waste Reduction Program [WRP] the funds were used for)

2. Project Description:

(Provide a description of your project as a whole)

3. Please provide a brief explanation of each project. (Identify major partners, contractors, consultants or vendors where applicable. Comment on objectives and if they were or were not achieved. If not, why not. What 'Best Practices' might be shared with other jurisdictions)

4. Provide a tonnage estimate of all materials diverted through the use of your grant funds and briefly explain how the grant funds have directly and/or indirectly reduced waste.

Costs

1) Personnel Costs

Please describe staffing costs associated with planning, management and administration of Waste Reduction Program implementation. Identify the personnel costs on the ZW Financial Statement

Costs (cont.)**2) Material / Contract / Other Costs**

Please describe costs related to development of materials. Identify the material / contract /other costs on the ZW Financial Statement

Supporting Documents

Attach any supporting documentation that was generated through the use of Grant fund, including approved Toolkit Documents, Resolutions or Ordinances. **Do not** attach invoices, contracts or other administrative records.

Payment Request

Jurisdictional Allowance

\$

Requested Grant Reimbursement

\$

Certification

I declare, under the penalty of perjury under the laws of the State of California, that all information herein submitted to the Marin County Hazardous & Solid Waste Management Joint Powers Authority for the Zero Waste Grand Fund is true and accurate to the best of my knowledge.

X

Signature

Date

Print Name

Print Title

Exhibit E

Total Reimbursable Expenses

Exhibit F

SAMPLE Signature and Authority Resolution

RESOLUTION NO. _____

RESOLUTION OF THE (Agency Name) AUTHORIZING THE (Position Title) TO SUBMIT APPLICATIONS FOR ZERO WASTE GRANTS AND TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURPOSES OF THE GRANTS FOR THE PERIOD OF 5 YEARS TO MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

WHEREAS, The California Integrated Waste Management Act of 1989 (AB 939) required that all California jurisdictions achieve a landfill diversion of rate of 50% by the year 2000, and reduce, reuse, recycle and compost all discarded materials to the maximum extent feasible before any landfilling or other destructive disposal methods is used; and

WHEREAS, strategies to reach zero waste can help to promote the overarching goal of each generation leaving less of an ecological footprint on the earth; and

WHEREAS, on November 14, 2006 the JPA adopted a goal of 80% landfill diversion by 2012, and Zero Waste Goal by 2025; and

WHEREAS; on May 16, 2013 the JPA approved Zero Waste Grant guidelines and established procedures governing the application, awarding, and management of the grants; and

WHEREAS, Grant Application procedures require an Applicant's governing body to authorize by resolution its approval for submittal of the Grant Application(s) identified below, and the designation by job title of the individual authorized to execute all Grant documents on behalf of (Agency Name) and

WHEREAS, if awarded, (Agency Name) will enter into a Grant Agreement with the JPA for implementation of said Grant(s).

NOW, THEREFORE, BE IT RESOLVED that the (Agency Name) authorizes the submittal of application(s) to the JPA for all grants for which (Agency Name) is eligible.

BE IT FURTHER RESOLVED that this authorization is effective from MONTH, DAY, 2013 through MONTH DAY, 2017.

BE IT FURTHER RESOLVED that the (Position Title) or his designee is hereby authorized and empowered to execute in the name of the (Agency Name) all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project.

PASSED AND ADOPTED at a regular meeting of the (Agency Name) held on this ____th day of _____, 2013, by the following vote:

Ayes

Nayys

Absent

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: HD-20 Grant Acceptance

Fairfax:
Garrett Toy

On May 8, 2013 CalRecycle notified the JPA that it selected the JPA's \$75,000 Household Hazardous Waste Grant (HD-20) Proposal for funding. The HD-20 grant program has a limited scope, which prohibited our initially intended partnership with the California Product Stewardship Council to do Extended Producer Responsibility Outreach. Instead, the JPA developed an application that focused on promotion of less toxic alternatives.

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

Novato:
Michael Frank

The proposed project will be to develop a mailer to all Marin households promoting the use of less toxic products and smarter buying. In addition, the postcard will provide basic information about both the Marin and Novato Household Hazardous Waste Facilities and materials accepted.

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

In addition to the mailing extra informational postcards will be printed to be distributed at community events and other locations and added to websites, where residents have questions about HHW disposal options. The intent of the program is to influence people's behavior to buy smarter by using less toxic products. By reducing use of toxic products, we hope to reduce volumes of hazardous waste collected at the 2 Household Hazardous Waste Facilities and reduce their disposal costs.

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

Recommendation

It is recommended that your Board direct your Executive Officer to sign the grant agreement, accept the grant funding, and authorize your Executive Officer to make necessary budget adjustments to execute the grant.

Attachments

F:\Waste\JPA\JPA Agenda Items\JPA 130516\HD20 Grant Acceptance.doc

GRANT AGREEMENT COVER SHEET

CalRecycle 110 (Revised 5/12)

NAME OF GRANT PROGRAM		GRANT NUMBER
2012/13 Household Hazardous Waste Discretionary Grants		HD20-12-75
GRANTEE NAME		
Marin County Hazardous and Solid Waste Management Joint Powers Authority		
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER		TOTAL GRANT AMOUNT NOT TO EXCEED
		\$75,000.00
TERM OF GRANT AGREEMENT		
FROM: May 1, 2013		TO: April 15, 2015

The Department of Resources Recycling and Recovery (CalRecycle) and Marin County Hazardous and Solid Waste Management Joint Powers Authority (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements
- Exhibit C – Application with revisions, if any, and any amendments
- Exhibit D – Application Guidelines and Instructions

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CALRECYCLE		GRANTEE'S NAME (PRINT OR TYPE)	
		Marin County Hazardous and Solid Waste Management Joint Powers Authority	
SIGNATURE OF CALRECYCLE'S AUTHORIZED SIGNATORY:		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION)	
TITLE	DATE	TITLE	DATE
Deputy Director, CalRecycle			
		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE)	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE
\$75,000.00	2012/13 Household Hazardous Waste Discretionary Grants		IWMA
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE	ITEM	CHAPTER	STATUTE
\$75,000.00	3500-101-0387	21	2012
	FISCAL YEAR		
	2012/13		
	OBJECT OF EXPENDITURE (CODE AND TITLE)		
	7820-G6002-702		
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF CALRECYCLE ACCOUNTING OFFICER:		DATE	
Jan Satt		5/8/13	

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Michael Frost, Executive Officer

Re: Audit and Financial Statements for Year Ending June 30, 2012

Fairfax:
Garrett Toy

Attached for your review are the JPA's Financial Statement and Auditor's Report for the year ending June 30, 2012. Also attached is a letter from John Maher's CPA management firm for year ending June 30, 2012.

Larkspur:
Dan Schwarz

Mr. Maher's audit findings note one internal deficiency due to the JPA's use of the SAP accounting system. The County Department of Finance closes the year end primarily on a cash basis, whereas Mr. Maher conducts the audit on a modified accrual method. It is anticipated this deficiency will be noted annually until such time that the County changes its financial system.

Mill Valley:
Jim McCann

Novato:
Michael Frank

Recommendation

Ross:
Rob Braulik

Accept the attached financial statements and auditor's report for the year ending June 30, 2012.

San Anselmo:
Debbie Stutsman

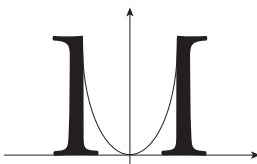
Attachments.

F:\Waste\JPA\JPA Agenda Items\JPA 130516\2012 Audit.doc

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran



Board of Directors and Management

Marin County Hazardous & Solid Waste Management Authority

In planning and performing our audit of the financial statements of the Marin County Hazardous & Solid Waste Management Authority (the Authority) as of and for the year ended June 30, 2012, in accordance with auditing standards generally accepted in the United States of America, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all such deficiencies have been identified. However, as discussed below, we have identified certain *deficiencies in internal control* that we consider to be significant deficiencies.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We did not identify any deficiencies in internal control that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiency in the Authority's internal control to be a significant deficiency:

Generally accepted accounting principles for government agencies include a requirement to report financial transactions under both the "full-accrual" and "modified accrual" basis of accounting along with various required disclosures. The Authority uses the County of Marin's SAP accounting system accounts for revenue and inter-fund transactions effectively on the cash basis and so does not provide for reporting as required. Because of this limitation, the Authority recorded the repayment of inter-fund loans originating in the 2010-11 year revenue and inter-fund transfers in the 2011-12 year rather than as inter-fund loan repayments. We recommend that (a) all inter-fund activity be settled during each year or (b) an accounting system be maintained that properly accounts for inter-fund balance sheet accounts.

This communication is intended solely for the information and use of the board of directors and management and is not intended to be and should not be used by anyone other than these specified parties.

Maher Accountancy

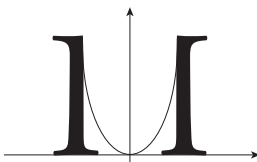
March 31, 2013



**FINANCIAL STATEMENTS AND AUDITORS' REPORT
YEAR ENDED JUNE 30, 2012**

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Marin County Hazardous & Solid Waste
Management Authority

We have audited the accompanying basic financial statements of the Marin County Hazardous & Solid Waste Management Authority as of and for the year ended June 30, 2012, as listed in the table of contents. These financial statements are the responsibility of the management of the Authority. Our responsibility is to express an opinion on these basic financial statements based on our audit.

We conducted the audit in accordance with auditing standards generally accepted in the United States of America and the California State Controller's *Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Marin County Hazardous & Solid Waste Management Authority as of June 30, 2012, and the results of its operations for the year then ended, in conformity with accounting principles generally accepted in the United States of America as well as accounting systems prescribed by the State Controller's Office and state regulations governing special districts.

The management's discussion and analysis on pages 2 through 5 and required supplemental information on pages 17 through 19 are not a required part of the basic financial statements, but are supplementary information required by accounting principles generally accepted in the United States of America. We applied limited procedures, consisting principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. We did not audit the information and express no opinion on it.

Maher Accountancy

March 29, 2013

**Marin County Hazardous & Solid Waste
Management Authority
P.O. Box 4186
San Rafael, CA 94913**

MANAGEMENT'S DISCUSSION AND ANALYSIS

The Management's Discussion and Analysis provides an overview of the Marin County Hazardous & Solid Waste Management Authority (Authority) financial activities for the fiscal year ended June 30, 2012. Please read it along with the Authority's financial statements, which begin on page 6.

FINANCIAL HIGHLIGHTS

The Authority's net assets are \$867,631, an increase of \$598,229 over the prior year. Total revenues increased by \$1,156,700 and total expenses increased by \$683,688.

Budgetary comparison schedules are found starting on page 17. When comparing actual activity with budgeted, those schedules indicate we had a positive variance of \$103,545 in the Countywide Waste Management (general) fund, after deducting the unbudgeted transfers of \$53,011 of resources related to our Zero Waste Program to a separate fund. The Household Hazardous Waste Management fund showed positive variances of \$258,172 for the year after the unbudgeted transfer from the Zero Waste Fund. The Zero Waste Fund ended its year with a Formatted to put in paragraph variance of \$42,317.

USING THIS ANNUAL REPORT

This annual report consists of financial statements for the Authority as a whole. The statement of net assets and the statement of activities provide information about the activities of the Authority as a whole and present a long-term view of the Authority's finances. The fund financial statements present a short-term view of the Authority's activities (they include only current assets expected to be collected in the very near future and liabilities expected to be paid in the very near future). Presently, the Authority does not have any differences between the basic financial statements (statement of net assets and statement of activities) and the fund financial statements (balance sheet and statement of revenues, expenditures and changes in fund balance).

THE AUTHORITY AS A WHOLE

One important question asked about the Authority's finances is, "Is the Authority better or worse off as a result of the year's activities?" The information in the government-wide financial statements helps answer this question. These statements include *all* assets and liabilities using the *accrual basis of accounting*, which is similar to the basis of accounting used by most private-sector companies. The change in *net assets* (the difference between total assets and total liabilities) over time is one indicator of whether the Authority's financial health is improving or deteriorating. However, one must consider other nonfinancial factors in making an assessment of the Authority's health, such as changes in the economy and changes in the Authority's boundaries, etc. to assess the *overall* health of the Authority.

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

Changes in the Authority's net assets were as follows:

	<u>2012</u>	<u>2011</u>	<u>Increase (decrease)</u>
Total assets	\$ 1,178,902	\$ 443,148	\$ 735,754
Total liabilities	<u>311,271</u>	<u>173,746</u>	<u>137,525</u>
Net assets:			
Restricted	681,183	441,022	240,161
Unrestricted	<u>186,448</u>	<u>(171,620)</u>	<u>358,068</u>
Total net assets	<u><u>\$ 867,631</u></u>	<u><u>\$ 269,402</u></u>	<u><u>\$ 598,229</u></u>

The Authority's total assets increased primarily as a result of significantly increased disposal fee revenues coupled with a smaller increase in hazardous waste disposal expenses. The increase in liabilities relate to contract payments to the City of San Rafael which were due at year end, and were paid shortly after.

Changes in the Authority's revenues were as follows:

	<u>2012</u>	<u>2011</u>	<u>Increase (decrease)</u>
General revenues:			
Investment earnings	\$ 532	\$ 2,302	\$ (1,770)
Program revenues:			
Solid waste management fees	3,385,136	2,225,581	1,159,555
Miscellaneous	-	1,200	(1,200)
Investment earnings	<u>521</u>	<u>406</u>	<u>115</u>
Total program revenue	<u>3,385,657</u>	<u>2,227,187</u>	<u>1,158,470</u>
Total revenues	<u><u>\$ 3,386,189</u></u>	<u><u>\$ 2,229,489</u></u>	<u><u>\$ 1,156,700</u></u>

Fee revenue increased as a result of significant rise in charges for waste management fees.

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT AUTHORITY

Changes in the Authority's expenses and net assets were as follows:

	<u>2012</u>	<u>2011</u>	<u>Increase (decrease)</u>
Contract staff and support	\$ 563,015	\$ 565,272	\$ (2,257)
Services and supplies	2,224,945	1,539,000	685,945
Total expenses	2,787,960	2,104,272	683,688
Less program revenues	3,385,657	2,227,187	1,158,470
Net revenue (expenses)	597,697	122,915	474,782
General revenues	532	2,302	(1,770)
Change in net assets	<u>\$ 598,229</u>	<u>\$ 125,217</u>	<u>\$ 473,012</u>

Expenses increased mainly as a result of the expansion of the Zero Waste program as well as increases in disposal costs of the Household Hazardous Waste program.

FUND FINANCIAL STATEMENTS

The fund financial statements provide detailed information about the Authority's funds - the general fund and special revenue fund.

The fund financial statements provide a short-term view of the Authority's operations. They are reported using an accounting basis called *modified accrual* which measures amounts using only cash and other short-term assets and liabilities (receivables and payables) that will soon be converted to cash or will soon be paid with cash.

CAPITAL ASSET AND DEBT ADMINISTRATION

The Authority does not own any capital assets nor does it have any debt. The Authority shares office space with the Marin County Public Works Department.

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT AUTHORITY

THE FUTURE OF THE AUTHORITY

With a growing awareness of our society's environmental impacts, the public has shown an increasing interest in recycling, reuse, waste reduction and hazardous materials programs. The incremental increase in products that are legislatively banned from landfill disposal and public requests for expansion of green programs demonstrates the growing demand for a greater scope of environmental services in the future. The JPA's goal of 80 percent diversion by 2012 and Zero Waste by 2025 will require substantial coordination of solid waste services, outreach programs, infrastructure, and regulation in the future.

REQUESTS FOR INFORMATION

This financial report is designed to provide our citizens, taxpayers and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the funds under its stewardship.

Please address any questions about this report or requests for additional financial information to the address on our letterhead.

Respectively submitted,

Steve Devine

Steve Devine, Manager

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

**STATEMENT OF NET ASSETS
AS OF JUNE 30, 2012**

ASSETS

Cash	<u>\$ 1,178,902</u>
------	---------------------

LIABILITIES

Accounts payable and accrued expenses	<u>311,271</u>
---------------------------------------	----------------

NET ASSETS

Restricted for Household Hazardous Waste program	221,092
Restricted for Zero Waste program	460,091
Unrestricted	<u>186,448</u>
Total net assets	<u><u>\$ 867,631</u></u>

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

**STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2012**

	General	Household Hazardous Waste Program	Zero Waste Program	Total
EXPENSES				
Contract staff and support	\$ 355,153	\$ 39,461	\$ 168,401	\$ 563,015
Services and supplies	98,795	1,664,446	461,704	2,224,945
Total expenditures/expenses	<u>453,948</u>	<u>1,703,907</u>	<u>630,105</u>	<u>2,787,960</u>
PROGRAM REVENUES				
Waste management fees	610,897	2,125,586	648,653	3,385,136
Investment earnings			521	521
Total program revenue	<u>610,897</u>	<u>2,125,586</u>	<u>649,174</u>	<u>3,385,657</u>
Net program revenue (expense)	<u>\$ 156,949</u>	<u>\$ 421,679</u>	<u>\$ 19,069</u>	597,697
GENERAL REVENUES				
Investment earnings				<u>532</u>
Excess (deficiency) of revenues over expenses				598,229
NET ASSETS:				
Net Assets at June 30, 2011				<u>269,402</u>
Net Assets at June 30, 2012				<u>\$ 867,631</u>

The accompanying notes are an integral part of these financial statements.

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

**BALANCE SHEET
YEAR ENDED JUNE 30, 2012**

	Countywide Waste Management (General Fund)	Household Hazardous Waste (Special Revenue Fund)	Zero Waste (Special Revenue Fund)	Total
ASSETS				
Cash	\$ 123,388	\$ 576,603	\$ 478,911	\$ 1,178,902
Due from other funds	<u>64,410</u>	<u>-</u>	<u>-</u>	<u>64,410</u>
Total assets	<u><u>\$ 187,798</u></u>	<u><u>\$ 576,603</u></u>	<u><u>\$ 478,911</u></u>	<u><u>\$ 1,243,312</u></u>
LIABILITIES				
Accounts payable and accrued expenses	\$ 1,350	\$ 309,921	\$ -	\$ 311,271
Due to other funds	<u>-</u>	<u>45,590</u>	<u>18,820</u>	<u>64,410</u>
Total liabilities	1,350	355,511	18,820	375,681
FUND BALANCES				
Fund balances:				
Assigned		221,092	460,091	681,183
Unassigned	<u>186,448</u>	<u>-</u>	<u>-</u>	<u>186,448</u>
Total fund balance	<u><u>186,448</u></u>	<u><u>221,092</u></u>	<u><u>460,091</u></u>	<u><u>867,631</u></u>
Total liabilities and fund balances	<u><u>\$ 187,798</u></u>	<u><u>\$ 576,603</u></u>	<u><u>\$ 478,911</u></u>	<u><u>\$ 1,243,312</u></u>

The accompanying notes are an integral part of these financial statements.

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

**STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES
YEAR ENDED JUNE 30, 2012**

	Countywide Waste Management (General Fund)	Household Hazardous Waste (Special Revenue Fund)	Zero Waste (Special Revenue Fund)	Total
REVENUES				
Solid waste management fees	\$ 610,897	\$ 2,125,586	\$ 648,653	\$ 3,385,136
Investment earnings	532		521	1,053
Total revenues	611,429	2,125,586	649,174	3,386,189
EXPENDITURES				
Contract staff and support	355,153	39,461	168,401	563,015
Services and supplies:				
Legal	-	11,736	97	11,833
Accounting and audit fees	10,250			10,250
Insurance	16,177			16,177
Rent	15,904			15,904
Mileage and routine travel	84			84
Contract services	42,932	1,215,000		1,257,932
Miscellaneous services	2,543	437,710	461,607	901,860
Document reproduction	5,001			5,001
County financial service	5,904			5,904
Total services and supplies	98,795	1,664,446	461,704	2,224,945
Total expenditures	453,948	1,703,907	630,105	2,787,960
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	157,481	421,679	19,069	598,229
Fund balance at June 30, 2011	28,967	(200,587)	441,022	269,402
Fund balance at June 30, 2012	\$ 186,448	\$ 221,092	\$ 460,091	\$ 867,631

The accompanying notes are an integral part of these financial statements.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

REPORTING ENTITY

The Marin County Hazardous & Solid Waste Management Authority was formed under a joint powers agreement between the County of Marin and eleven cities and towns within Marin County. The purpose of Authority is to administer and enforce hazardous waste and solid waste management plans, as mandated by State Law.

The governing board of the Authority consists of one appointed official from each of the member agencies. The Authority has contracted with Marin County Department of Public Works for administrative services and the City of San Rafael for Hazardous Waste management services.

INTRODUCTION

The Authority's financial statements are prepared in accordance with generally accepted accounting principles (GAAP). The Governmental Accounting Standards Board (GASB) is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations.). Governments are also required to follow the pronouncements of the Financial Accounting Standards Board (FASB) issued through November 30, 1989 (when applicable) that do not conflict with or contradict GASB pronouncements.

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE STATEMENTS

The Authority's basic financial statements include both government-wide (reporting the Authority as a whole) and fund financial statements (reporting the Authority's major funds).

In the government-wide Statement of Net Assets, the Authority's activities are reported on a full accrual, economic resource basis, which recognizes all long-term assets and receivables as well as long-term debt and obligations. The Authority's net assets are reported in two parts: (1) restricted net assets and (2) unrestricted net assets. Net assets for particular programs are deemed to be restricted.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

BASIC FINANCIAL STATEMENTS

GOVERNMENT-WIDE STATEMENTS (Continued)

The government-wide Statement of Activities reports both the gross and net cost of the Authority's function. The function is supported by general government revenues. The Statement of Activities reduces gross expenses by related program revenues.

The net costs (by function) are normally covered by general revenues.

The government-wide focus is more on the sustainability of the Authority as an entity and the change in the Authority's net assets resulting from the current year's activities.

FUND FINANCIAL STATEMENTS

The financial transactions of the Authority are reported in individual funds in the fund balancing accounts that comprise its assets, liabilities, reserves, fund equity, revenues and expenditures.

All the Authority's funds are government fund types. The focus of the governmental funds' measurement (in the fund statements) is upon determination of financial position and changes in financial positions (sources, uses, and balances of financial resources) rather than upon net income. The following is a description of the governmental funds of the Authority:

General fund - accounts for the Authority's general operations.

Special revenue funds:

Household Hazardous Waste fund - accounts for hazardous waste disposal for households through a contract with the City of San Rafael Fire Department and Novato Sanitary District.

Zero Waste fund - accounts for the program to reduce and eliminate waste and obtains its resources from JPA tipping fees.

BASIS OF ACCOUNTING

Basis of accounting refers to the point at which revenues or expenditures/expenses are recognized in the accounts and reported in the financial statements. It relates to the timing of the measurement made regardless of the measurement focus applied.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

ACCRUAL:

The governmental activities in the governmental-wide financial statements are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred.

MODIFIED ACCRUAL:

The government fund financial statements are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or within 60 days after year-end. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general obligation long-term debt, if any, is recognized when due.

There were no differences between the two bases of accounting for the year ended June 30, 2012.

FINANCIAL STATEMENT AMOUNTS

CASH AND CASH EQUIVALENTS:

The Authority has defined cash and cash equivalents to include cash on hand, demand deposits, and short-term investments with fiscal agent (County of Marin).

EQUIPMENT AND INFRASTRUCTURE

It is the Authority's policy to record purchases of items of furniture and equipment costing \$1,000 or less as office supplies. Items in excess of \$1,000 are classified as capital outlay or capitalized. As of June 30, 2012, no equipment purchases have met the capitalization criteria.

BUDGET

Both the original budget and the final budget (if changes were adopted) are included in these financial statements as approved by the Board of Directors. The budgetary basis is the modified accrual basis of accounting.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

FUND BALANCE:

In the fund financial statements, fund balance for governmental funds is reported in classifications that comprise a hierarchy based primarily on the extent to which the Authority is bound to honor constraints on the specific purpose for which amounts in the funds can be spent. Fund balance is reported in five components – nonspendable, restricted, committed, assigned and unassigned. Following is a description of the components applicable to the Authority:

Restricted – This component consists of amounts that are constrained by the District’s intent to be used for specific purposes, but are neither restricted nor committed. The authority for assigning fund balance is expressed by the Board of Directors, Manager or their designee.

Unassigned – This classification represents amounts that have not been restricted, committed or assigned to specific purposes within the general fund.

2. CASH

The Authority maintains all of its cash in the County of Marin pooled investment fund for the purpose of increasing interest earnings through pooled investment activities. Interest earned on the investment pool is allocated quarterly to the participating funds using the daily cash balance of each fund. This pool, which is available for use by all funds, is displayed in the financial statements as “Cash.”

The County Pool includes both voluntary and involuntary participation from external entities. The State of California statutes require certain special districts and other governmental entities to maintain their cash surplus with the County Treasurer.

The County’s investment pool is not registered with the Securities and Exchange Commission as an investment company. Investments made by the Treasurer are regulated by the California Government Code and by the County’s investment policy. The objectives of the policy are in order of priority, safety, liquidity, yield, and public trust. The County has established a treasury oversight committee to monitor and review the management of public funds maintained in the investment pool in accordance with Article 6 Section 27131 of the California Government Code. The oversight committee and the Board of Supervisors review and approve the investment policy annually. The County Treasurer prepares and submits a comprehensive investment report to the members of the oversight committee and the investment pool participants every month. The report covers the types of investments in the pool, maturity dates, par value, actual costs and fair value.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

2. CASH (continued)

INTEREST RATE RISK

In accordance with its investment policy, the County manages its exposure to declines in fair values by limiting the weighted average maturity of its investment pool to 540 days, or 1.5 years. At June 30, 2012, the County's investment pool had a weighted average maturity of 243 days.

For purposes of computing weighted average maturity, the maturity date of variable rate notes is the length of time until the next reset date rather than the stated maturity date.

CREDIT RISK

State law and the County's Investment Policy limits investments in commercial paper, corporate bonds, and medium term notes to the rating of "A" or higher as provided by Moody's Investors Service or Standard & Poor's Corporation. The County's Investment Policy limits investments purchased by Financial Institution Investment Accounts, a type of mutual fund, to United States Treasury and Agency obligations with a credit quality rating of "AAA."

CONCENTRATION OF CREDIT RISK

The following is a summary of the concentration of credit risk by investment type as a percentage of each pool's fair value at June 30, 2012.

	Percent of Portfolio
Investments in Investment Pool	
Federal agency - discount	75%
Federal agency - coupon	23%
Money market funds	2%
	<hr/>
	100%
	<hr/>

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

2. CASH (continued)

CUSTODIAL CREDIT RISK

For investments and deposits held with safekeeping agents, custodial credit risk is the risk that, in the event of the failure of the counterparty, the County will not be able to recover the value of its investments or deposits that are in the possession of an outside party. At year end, the County's investment pool had no securities exposed to custodial credit risk.

LOCAL AGENCY INVESTMENT FUND

The County Treasurer's Pool maintains an investment in the State of California Local Agency Investment Fund (LAIF), managed by the State Treasurer. This fund is not registered with the Securities and Exchange Commission as an investment company, but is required to invest according to California State Code. Participants in the pool include voluntary and involuntary participants, such as special districts and school districts for which there are legal provisions regarding their investments. The Local Investment Advisor Board (Board) has oversight responsibility for LAIF. The Board consists of five members as designated by State statute.

3. RISK MANAGEMENT

The Authority is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. During the year, the Authority purchased liability insurance with limits of \$2,000,000 and a deductible of \$1,000.

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

**NOTES TO THE FINANCIAL STATEMENTS
YEAR ENDED JUNE 30, 2012**

4. RELATED PARTY TRANSACTIONS

The County of Marin is a member to the Authority. The County Public Works Department provided staffing for the Authority for a fee of \$563,015 for the year. Additionally, the Authority paid the County of Marin \$15,904 for rent.

The Authority incurred expenditures of \$1,373,500 under a contract with the City of San Rafael (a member government) to operate its household waste program. As of June 30, 2012, accrued expenses to the City of San Rafael amounted to \$268,717.

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

**BUDGET COMPARISON SCHEDULE
COUNTYWIDE WASTE MANAGEMENT PROGRAM
GENERAL FUND (CWM)
YEAR ENDED JUNE 30, 2012**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Waste management fees	\$ 610,898	\$ 610,897	\$ (1)
Investment earnings	1,500	532	(968)
Total revenues	612,398	611,429	(969)
EXPENDITURES:			
Contract staff and support	355,153	355,153	-
Services and supplies:			
Legal	4,000	-	4,000
Accounting and audit fees	8,500	10,250	(1,750)
Insurance	17,455	16,177	1,278
Equipment repairs & maintenance	1,000	-	1,000
Rent	15,904	15,904	-
Training	1,500	2,473	(973)
Mileage and routine travel	600	84	516
Outreach	18,000	-	18,000
Siting element revision	50,000	42,932	7,068
Website update	75,000	5,001	69,999
Supplies and reproduction	5,500	70	5,430
County financial service	5,850	5,904	(54)
Total services and supplies	203,309	98,795	104,514
Total expenditures	558,462	453,948	104,514
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$53,936	157,481	\$103,545
Fund balance as of June 30, 2011		28,967	
Fund balance as of June 30, 2012		\$ 186,448	

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

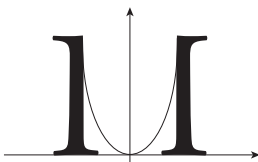
**BUDGET COMPARISON SCHEDULE
HOUSEHOLD HAZARDOUS WASTE PROGRAM (NNO)
SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2012**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Solid waste management fees	\$ 1,875,475	\$ 2,125,586	\$ 250,111
Investment earnings	<u>3,000</u>	<u>-</u>	<u>(3,000)</u>
Total revenues	1,878,475	2,125,586	247,111
EXPENDITURES:			
Salaries and wages	39,461	39,461	-
HHW oversight	158,500	158,500	-
Novato HHW grant	38,283	38,283	-
Bulb and battery program	40,000	33,221	6,779
Contract services	1,228,518	1,215,000	13,518
Legal	2,500	11,736	(9,236)
Deferred HHW costs	141,706	141,706	-
Sharps program	<u>66,000</u>	<u>66,000</u>	<u>-</u>
Total expenditures	<u>1,714,968</u>	<u>1,703,907</u>	<u>11,061</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>\$163,507</u>	421,679	<u>\$258,172</u>
Fund balance June 30, 2011		<u>(200,587)</u>	
Fund balance June 30, 2012		<u>\$ 221,092</u>	

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

**BUDGET COMPARISON SCHEDULE
ZERO WASTE PROGRAM
SPECIAL REVENUE FUND
YEAR ENDED JUNE 30, 2012**

	Original and Final Budget	Actual	Variance Over (Under)
REVENUES:			
Waste management fees	\$ 898,764	\$ 648,653	\$ (250,111)
Investment earnings	500	521	21
Total revenues	<u>899,264</u>	<u>649,174</u>	<u>(250,090)</u>
EXPENDITURES:			
Contract staff and support	168,401	168,401	-
Services and supplies:			
Legal	4,000	97	3,903
Zero waste development	50,000	20,990	29,010
Zero waste PSA	200,000	303,863	(103,863)
Zero waste implementation	500,111	136,754	363,357
Total services and supplies	<u>754,111</u>	<u>461,704</u>	<u>292,407</u>
Total expenditures	<u>922,512</u>	<u>630,105</u>	<u>292,407</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u><u>\$ (23,248)</u></u>	<u><u>19,069</u></u>	<u><u>\$ 42,317</u></u>
Fund balance as of June 30, 2011		<u>441,022</u>	
Fund balance as of June 30, 2012		<u><u>\$ 460,091</u></u>	



March 31, 2013

To the Board of Directors
Marin County Hazardous & Solid Waste Management Authority

We have audited the financial statements of the Marin County Hazardous & Solid Waste Management Authority for the year ended June 30, 2012, and have issued our report thereon March 31, 2013. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated November 14, 2012, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Marin County Hazardous & Solid Waste Management Authority are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during year. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. There are no significant estimates used in preparing the financial statements.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Because the Authority's general ledger is maintained for each fund according to the modified accrual basis of accounting, we recommended adjustment to allow for the presentation of the government-wide financial statements on the full accrual basis since generally accepted accounting principles require that both presentations be made in the financial statements. The significant adjustments recommended for fiscal 2011-12 involved (a) recording a liability to Novato Sanitary as of June 2012 and the related expenditure of \$38,000, (b) various adjustments to classification of revenue and inter-fund transfers, and (c) several reclassifications between expenditure accounts.

Any other misstatements detected as a result of audit procedures and corrected by management were immaterial, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated March 31, 2013.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

In the course of our procedures we noted that the account structure available through the County's SAP accounting system did not provide separate accounts for each line indicated in the Authority's approved budget. Rather, transactions that were budgeted separately were included together in generic general ledger accounts, such as "Miscellaneous" or "Professional fees." This resulted in the need for reclassification entries in order to prepare financial statements. Also, such combining of budget line items did provide the benefit of the SAP accounting system's built-in expenditure control features that prevent expenditures in excess of amounts budgeted.

Currently, management is using informal system to manage budget compliance. We recommend that management (a) adopt a new or supplemental accounting system be maintained to record expenditures in budgeted categories, (b) that the approved budget be prepared by categories that the existing accounting system will accommodate or (c) improve the current informal budget control system to include a regular and documented reconciliation to the SAP system for both actual and budgeted transactions to ensure that budget compliance is maintained.

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Directors and management of Marin County Hazardous & Solid Waste Management Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

Maier Accountancy

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Presentation by CalRecycle on Site Visits to Cities and Towns

Fairfax:
Garrett Toy

We have been advised by CalRecycle's Local Assistance and Market Development Division that it is instituting a new effort to meet annually with every City and Town in the State – including those who are members of CalRecycle approved Regional Agencies.

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

JPA Staff recently met with CalRecycle representatives at a joint meeting with staff from the Sonoma County JPA regarding this matter.

Novato:
Michael Frank

Sam Ferrero and Kaoru Cruz from CalRecycle will provide information to the Board on the nature of the information they will be soliciting.

Ross:
Rob Braulik

Recommendation

Receive presentation from CalRecycle.

San Anselmo:
Debbie Stutsman

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San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Tiburon:
Margaret Curran

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:
Mary Neilan

Date: May 16, 2013

Corte Madera:
David Bracken

To: JPA Board Members

County of Marin:
Matthew Hymel

From: Steve Devine, Program Manager

Re: Recommendation by Local Task Force for the JPA to Prepare a Five-Year Budget and Strategic Plan

Fairfax:
Garrett Toy

On May 1, 2013 the Local Task Force voted unanimously to adopt a motion made by Alex Stadtner (representative from San Rafael) to request the JPA develop a five-year funding plan and strategic plan.

Larkspur:
Dan Schwarz

Mill Valley:
Jim McCann

Novato:
Michael Frank

The JPA currently utilizes an annual budget setting process. However a five-year planning horizon for significant foreseeable changes that would impact JPA finances may be prudent. The JPA utilizes three funds to organize its financial operations: Administration, Household Hazardous Waste and Zero Waste. At this time, Staff recommends waiting until the JPA files the CalRecycle required "Electronic Annual Report" in August 2013 (for the calendar 2012 reporting year) which will confirm the disposal and diversion data for Marin. At that point, the JPA will be able to evaluate whether or not it has met the 80% waste diversion interim goal (with the "zero waste" goal of 94% diversion in 2025 being the ultimate goal).

Ross:
Rob Braulik

San Anselmo:
Debbie Stutsman

San Rafael:
Nancy Mackle

Sausalito:
Adam Politzer

Similar to a longer term fiscal forecast – there may be utility in a five-year strategic plan. At this time, Staff needs to research this matter further before making any recommendations to the Board. Pursuing something like this could include updating the previously developed "Zero Waste Feasibility Study" from 2009. At current staffing levels this may require retaining a contractor to assist with a project of that type.

Tiburon:
Margaret Curran

Moving forward, Staff can evaluate forecasted staffing and other needs administrative needs related to the Administration fund budget, communicate with the City of San Rafael and Marin Sanitary Service on future household hazardous waste costs (taking into account material collection rates and potential program developments).

Staff will provide the JPA Board an update on the 2012 diversion rate after it is calculated in August 2013 for the Electronic Annual Report and then agendize further discussion on how the Board may want to proceed with development of a five-year fiscal plan and five-year strategic plan.

Recommendation

Receive report and provide direction to Staff on the concept of a five-year fiscal plan and five-year strategic plan.

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