

January 24, 2013

Dear JPA Board Members,

In an effort to move towards Zero Waste, and at the request of the JPA Chair, JPA Agenda packets will only be available electronically, hard copies of the packets will be available to JPA Board members upon request by notifying JPA Staff.

This will be your final hard copy unless otherwise directed.

Respectfully,  
- JPA Staff



MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT  
JOINT POWERS AUTHORITY

Board of Directors Meeting  
Thursday, January 24, 2013  
Marin Municipal Water District  
220 Nellen Avenue, Corte Madera  
9:00 -10:00 AM

AGENDA

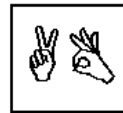
Call to Order.

**Regular Agenda**

1. JPA Board Meeting Minutes from August 23, 2012. (Action)
2. Executive Committee Appointment and Budget Subcommittee Appointments and Schedule (Action)
3. Carryover FY 12-13 Zero Waste Grant Funds into Proposed Combined FY 13-14 Offering (Action)
4. Update on Household Hazardous Waste (HHW) Program from City of San Rafael Fire and Authorize use of Contingency Funds for FY 12/13 HHW Operations (Action)
5. Authorize use of Contingency Funds for Increased Sharps and Pharmaceuticals Outreach (Action)
6. CalRecycle Presentation on AB 341 Mandatory Commercial Recycling (Presentation)

**Consent Calendar**

7. Update on Single Use Bag/CEQA RFP. (Receive and File)
8. Update on Zero Waste Outreach RFQ. (Receive and File)
9. Updated JPA Staffing Contract with County. (Action)
10. Novato Household Hazardous Waste Grant. (Action)
11. Contract with R3 Consulting for C&D Facility Recertifications (Action)
12. Update on Redwood Landfill EIR and Related Expansion Permit (Receive and File)
13. Appointment of Dan North to Local Task Force. (Action)



All public meetings and events sponsored or conducted by the County of Marin are held in accessible sites. Requests for accommodations may be requested by calling (415) 473-4381 (voice) (415) 473-3232 (TTY) at least **four work days** in advance of the event. Copies of documents are available in alternative formats, upon written request.

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

14. Recruitment for Special District Representative (Receive and File)

15. Notice of Funds Available: City/County Payment Program via CalRecycle. (Receive and File)

**End Consent Calendar**

16. Staff Report on Recent and Ongoing Activities. (Information)

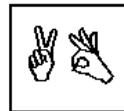
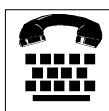
17. Open Time.

18. The next scheduled JPA Board Meeting is To Be Determined.

19. Adjourn. The meeting will be adjourned in memory of Elissa Giambastiani an active participant in the JPA's Local Task Force who passed away on December 16<sup>th</sup>.

**Agendas and staff reports can be viewed at:  
<http://zerowastemarin.org/who-we-are/2012-jpa-agendas-and-minutes-2/>**

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

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

Board of Directors Meeting  
Thursday August 23, 2012  
Marin Municipal Water District.  
220 Nellen Avenue, Corte Madera

**MINUTES****MEMBERS PRESENT**

Nancy Mackle, San Rafael  
Rob Braulik, Ross  
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  
Judy Anderson, Fairfax

**Members Absent**

Michael Frank, Novato

**STAFF PRESENT**

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

**OTHERS PRESENT**

Andy Campbell, Renew Computers  
Renee Goddard, JPA LTF  
Krysty Emery, CalRecycle  
Felicia Wheaton, City of Belvedere  
Bruce Baum, GCRWRM  
Jon Elam, JPA LTF Chair

Call to Order The JPA Board meeting came to order at 9:01 AM.

**1. JPA Board Meeting Minutes from May 24, 2012**

M/s Mackle, Hymel to approve the minutes from the May 24, 2012 JPA Board meeting. The motion passed unanimously.

**2. JPA Board Chair, Vice Chair, and Executive Committee Appointments.**

Staff provided an update on the Chair and Vice Chair vacancies due to the resignations of George Rodericks (Belvedere) and Michael Rock (Fairfax) as well as the need to fill the Southern Marin Cities and Ross Valley Cities spots for the Executive Committee. Mr. McCann identified he would fill the Southern Marin seat until Adam Politzer takes the position once he steps down from his role as the head of the Marin Managers Association in January 2013. Ms. Stutsman nominated Mr. Schwarz for the Ross Valley seat. Ms. Stutsman nominated Ms. Mackle for JPA Chair and Mr. Hymel for Vice-Chair. All motions passed unanimously. No public comment was received.

**3. Single Use Bag Subcommittee Update**

Staff updated the Board regarding the single-use bag issue as well as a Subcommittee meeting comprised of members Mackle and McCann. Staff noted that the Single-use Bag Subcommittee has received input from County Counsel, San Rafael City Attorney's Office, and San Rafael City staff. The Subcommittee formed a recommendation to the JPA Board to issue a Request for Proposals (RFP) for development of a model ordinance and associated CEQA analysis. Subcommittee members reviewed the recommendation with the Board and fielded questions. Staff noted that there is no funding in place at this time in the JPA budget for this project, however adequate reserves should exist if the Board wishes to fund the project at a future date. Mr. Elam identified disappointment for a lack of leadership on this item. Krysty Emery from CalRecycle's Local Assistance and Market Development Branch noted that other regions in the State that have found that a consistent countywide standard single use bag ban to be very successful. M/s Curran,

Stutsman to issue RFP for the development of model single use bag ordinance. The motion passed unanimously.

4. Local Task Force Work Plan

Staff provided an update on the work plan developed by the JPA Local Task Force (LTF). Items reviewed included a pilot program to recycle asphalt shingles for use in road paving, Extended Producer Responsibility, expanding existing sharps and pharmaceuticals collection opportunities, and community outreach. LTF Chair Elam reported on the effort by the LTF to develop the work plan and encouraged Board member to interact with their LTF counterparts. Mr. Politzer suggested interested LTF members increase interaction and possibly confer with city boards and panels on many of the items listed in the work plan. No action was necessary.

5. Request for Qualifications (RFQ) for Zero Waste Outreach/Advertising Contractor

Staff stated that the second year of Zero Waste Outreach and Advertising is underway. Staff noted overall satisfaction with the materials produced by JPA contractor The Hive Advertising, however several LTF member have expressed concerns such as; insufficient community feedback, the program is not focused, and lacks a public relations strategy. Staff would like to release a new Request for Qualification (RFQ) to determine what approach other contractors might take to help reach the JPA Zero Waste goal. Ms. Curran noted concern with hiring a new contractor and wanted to make use of existing assets. Staff stated the RFQ would include means of measuring success and would require the contractor to utilize materials already developed by The Hive. Ms. Mackle noted the need to identify the target market to best effect zero waste behavior change. Staff fielded questions from the Board and public to address concerns including; developing outreach materials for Member Agencies, timelines of the existing contract and an expectation of how the program would move forward. M/s Mackle, Curran to develop an RFQ that would continue on the existing track, yet provide more market research, identify how success would be measured, and focus the zero waste program to meet the goal. The motion passed unanimously.

6. CalRecycle Siting Element for Marin County

Mr. Baum requested this item be removed from Consent Calendar. Staff provided a review of the CalRecycle Siting Element requirement as well as the landfill site life analysis attached to the agenda item, which identifies, based on the consultant's analysis, more than 15 years of life remain at the Redwood Landfill, thus not requiring a fully revised Siting Element. Mr. Baum noted his discomfort with the report, notably the assumptions it makes and the worst case scenarios and requested the JPA develop a response plan should the worst case scenarios occur. Staff identified the State requirements on reporting landfill life and explained said report does not obligate the reporting agency to include a response plan should a worst case scenario take place.

**Consent Calendar**

7. CalRecycle 2011 Annual Report for Marin County

8. Zero Waste Grants Update

M/s Politzer, Hymel to approve items on the consent calendar. The motion passed unanimously.

**End Consent Calendar**

9. Staff Report on Recent and Ongoing Activities

Staff provided a report on ongoing activities. This included a thanks to Redwood Landfill for the tour in June as requested by the LTF, an update to the upcoming LTF meeting where the Central Marin Sanitation Agency will present on the Food Waste to Energy Program, and mention of Staff's

attendance at the California Resource Recovery Association annual conference in Oakland. No public comment was received.

10. Open Time

Renee Goddard noted her appreciation for participation on the LTF and requested any feedback from the individual JPA Board members. Andy Campbell noted an interest in promoting involvement by local businesses in the Zero Waste Program and that exposure of the program could be enhanced by businesses. Mr. Politzer again noted his recommendation to the public in attendance that anyone interested should interact with their local city boards to develop relationships at local monthly meetings or through Chambers of Commerce.

11. The next scheduled JPA Board Meeting is To Be Determined.

12. Adjourn.

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Michael Frost, Executive Director

Re: Executive Committee Appointments and FY 13-14 Budget Process

**Fairfax:**  
Garrett Toy

In past years, your Executive Committee has appointed a budget subcommittee consisting of your Chair and Vice Chair to review the proposed JPA Budget prior to submission to the Executive Committee. Following that precedent, it is recommended your Board appoint Nancy Mackle and Matthew Hymel as the Executive Committee's budget subcommittee. It is also recommended you approve the following budget schedule:

**Larkspur:**  
Dan Schwarz

**Mill Valley:**  
Jim McCann

1. February 8, 2013, San Rafael Fire Department submits budget request to JPA staff.

**Novato:**  
Michael Frank

2. March 8, 2013, JPA staff submits budget request and fee resolution to Executive Committee budget subcommittee.

**Ross:**  
Rob Braulik

3. Budget subcommittee meets with staff before April 12, 2013 for review and approval.

**San Anselmo:**  
Debbie Stutsman

4. April 25, 2013, budget and fee resolution approved by Executive Committee.

**San Rafael:**  
Nancy Mackle

5. May 23, 2013, budget and fee resolution adopted by full JPA Board.

**Sausalito:**  
Adam Politzer

Additionally, staff would like to formally address the appointment of Adam Politzer to the Executive Committee, replacing Jim McCann. As discussed at the August 23, 2012 JPA Board Meeting Mr. Politzer will assume the seat on the Executive Committee following his resignation as the Marin Managers Association Chair.

**Tiburon:**  
Margaret Curran

## **Recommendation**

It is recommended your Board select Budget Subcommittee members, approve the Budget Process, and elect Adam Politzer to the Executive Committee, replacing Jim McCann.

cc: Chief Chris Gray, San Rafael Fire Department  
Deputy Fire Marshal John Lippitt, San Rafael Fire Department  
Patty Garbarino, Marin Sanitary Service

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

**Fairfax:**  
Garrett Toy

Re: Carryover of FY 12-13 Zero Waste Grant Funds to FY 13-14  
Grant Year Offering

**Larkspur:**  
Dan Schwarz

For the past three budget years (FY 10/11, FY 11/12, and the current FY 12/13) the JPA has allocated \$250,000 each year for Zero Waste Grants for the JPA members (the eleven Cities and the County) plus nine special districts that franchise solid waste in Marin.

**Mill Valley:**  
Jim McCann

The Zero Waste Grants have been well received with the FY 11/12 "cycle" currently underway with Final Reports due July 19, 2013. Due to the timing of the past and current cycles – the program is essentially running a year behind in relation to the JPA fiscal year.

**Novato:**  
Michael Frank

**Ross:**  
Rob Braulik

Accordingly, staff is recommending that the JPA Board authorize carrying over the current Fiscal Year's \$250,000 allocation into next Fiscal Year (FY 13/14) – and potentially offering a "double offering" which would both reduce administrative burden and allow for recipients to potentially implement larger and more effective projects. That said, this proposed action would only address the currently budgeted funds and would not obligate the Board as to what it might do in terms of next year's budget.

**San Anselmo:**  
Debbie Stutsman

**San Rafael:**  
Nancy Mackle

**Sausalito:**  
Adam Politzer

**Tiburon:**  
Margaret Curran

## **Recommendation**

Authorize the carryover of \$250,000 in the Zero Waste Fund from FY 12/13 to FY 13/14 by authorizing the County of Marin Department of Finance to transfer \$250,000 in appropriations from fund 70073, fund center 6180012000, account 5211500 Miscellaneous Services, to fund 70073, fund center 6180990003, account 5211500 Miscellaneous Services for \$250,000.

SAP budgetary document reference number: FMBB Doc. #100018533.

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Michael Frost, Executive Director

**Fairfax:**  
Garrett Toy

Re: Update on Household Hazardous Waste (HHW) Program from  
City of San Rafael Fire and Authorize use of Contingency Funds  
for FY 12/13 HHW Operations

**Larkspur:**  
Dan Schwarz

The JPA funds household hazardous waste services for Marin (except for Novato) via a contract with the City of San Rafael Fire Department, which in turn contracts with the Marin Recycling & Resource Recovery Association for the operation of the HHW facility at 565 Jacoby Street in San Rafael.

**Mill Valley:**  
Jim McCann

**Novato:**  
Michael Frank

The JPA Board approved FY 2012/2013 budget includes \$1,228,518 for services contracted to MRRRA via the City of San Rafael, and \$142,650 for the City of San Rafael's management services.

**Ross:**  
Rob Braulik

**San Anselmo:**  
Debbie Stutsman

Due to factors including higher than anticipated volumes, and a delay in the "PaintCare" extended producer responsibility program coming online – the HHW operations are trending over budget. \$306,878 of contingency funding is included and available within the HHW fund of the FY 2012/2013 JPA budget to potentially address these costs.

**San Rafael:**  
Nancy Mackle

**Sausalito:**  
Adam Politzer

John Lippitt, City of San Rafael Deputy Fire Marshal will make a presentation at this meeting to brief the Board on current operations and the state of the current FY 2012/2013 HHW budget.

**Tiburon:**  
Margaret Curran

## **Recommendation**

Receive report from City of San Rafael Fire Department and authorize release of up to \$175,000 from the HHW contingency account into the HHW contract services account: 70071-5210100.

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

**Fairfax:**  
Garrett Toy

Re: Authorize use of Contingency Funds for Increased Sharps and Pharmaceuticals Outreach

**Larkspur:**  
Dan Schwarz

The Extended Producer Responsibility (EPR) Subcommittee of the Local Task Force (LTF) met several times in September and October of 2012 to discuss the functionality and success of the County's Sharps and Pharmaceuticals collection program. These meeting resulted in a recommendation from the LTF to increase funding of the program to enhance outreach.

**Mill Valley:**  
Jim McCann

**Novato:**  
Michael Frank

The JPA funds the sharps collection program out of the Household Hazardous Waste (HHW) budget – and the services are provided by the Environmental Health Division of the Community Development Agency.

**Ross:**  
Rob Braulik

The JPA included \$68,600 for the sharps collection program in the 2012/2013 budget which pays for sharps containers and collection service at 21 locations. The pharmaceutical program is funded by various sanitary districts. The annual budget for that program is approximately \$15,000, which pays for collection service at 10 locations. The main outreach tool for both services is the program's website.

**San Anselmo:**  
Debbie Stutsman

**San Rafael:**  
Nancy Mackle

**Sausalito:**  
Adam Politzer

The LTF EPR Subcommittee first met on September 17, 2012 to familiarize themselves on existing programs. The Subcommittee met again on October 2, 2012 with Whitney King of the Community Development Agency (CDA) to discuss the Sharps and Pharmaceuticals programs. The Subcommittee reported back to the LTF at their October and November meetings to educate the group of the structure of the program, which brought to light opportunities to increase outreach and participation.

**Tiburon:**  
Margaret Curran

On October 24, 2012 the Subcommittee had a follow up meeting to continue discussion of the Community Development Agency's Sharps and Pharmaceuticals Programs. The subcommittee developed a recommendation to the LTF to support providing outreach funding to CDA to increase the effectiveness of the existing programs. At the LTF's November 7, 2012 meeting, the group unanimously adopted a recommendation that the JPA Board allocate increased funding for stepped up promotion on the proper disposal of sharps and pharmaceuticals from contingency funds.

The HHW fund has \$306,878 budgeted in its FY 2012/2013 contingency account.

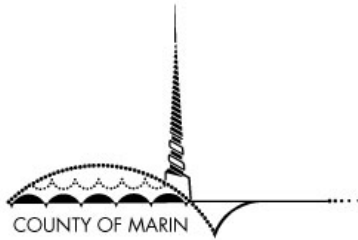
**Recommendation**

The Local Task Force recommends your Board provide \$5,330 in funding from contingency reserves to the Marin County CDA to develop and implement increased outreach strategies and materials for the sharps and pharmaceuticals take-back programs.

Authorize the County of Marin Department of Finance to process a transfer of appropriations for \$5,330 from fund 70071, fund center 6180011000, account 9000010 Contingency General, to the same fund and fund center, account 5211500 Miscellaneous Services for \$5,330.

SAP budgetary adjustment document reference: FMBB Doc. # 100018531.

Attachment.



COMMUNITY DEVELOPMENT AGENCY  
ENVIRONMENTAL HEALTH SERVICES  
MARIN COUNTY CIVIC CENTER  
3501 CIVIC CENTER DRIVE, ROOM 236, SAN RAFAEL, CA 94903  
(415) 473-6907 FAX: (415) 473-4120  
[www.marincounty.org/ehs](http://www.marincounty.org/ehs)

January 15, 2013

Michael Frost  
Executive Officer  
Marin County Hazardous and Solid Waste Joint Powers Authority  
P.O. Box 4186  
San Rafael, CA 94913

Subject: Expansion of the Household Sharps Return Program

Dear Mr. Frost:

It has been requested that Marin County Environmental Health Services (EHS) expand the Sharps Return program through June 2013. The program currently consists of the EHS administration of the Sharps Return Program and the costs of sharps containers and collection and disposal of sharps waste.

The expansion of services would encompass the production of brochures which would educate the public on the sharps return and pharmaceutical disposal programs. The brochure would include take-back locations and contact information to receive the most current program information. EHS will deliver brochures and educate current participants in the program, and mail an explanation letter with brochures for public distribution to other relevant facilities which are not current take-back locations. EHS will periodically update and print additional brochures for distribution.

The services are detailed with proposed costs to June 30, 2013 on Exhibit A, with a proposed total cost of \$5,330.

Please let me know if you have any questions or would like to discuss any aspect of the program.

Sincerely,

Whitney King  
Marin County Environmental Health Services  
415.473.6917

## EXHIBIT "A"

### SCOPE OF SERVICES

January 15 through June 30, 2013

I. Initial design of the brochure and updating of brochure (20 hours) (note: if a major re-design is required the cost will be more)	\$1445
II. Production of brochure, printing/folding costs with an initial batch of 3,000 brochures	\$1000
III. Brochure Distribution	
a. Site visit and education to current take-back locations (20 hours)	\$1445
b. Mail distribution to other relevant facilities— Administration and mailing costs to 20 locations	\$140
IV. Potential increase in sharps program costs due to increased public usage through June of 2013 (10%)	\$1300
Total	\$5330

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Steve Devine, Program Manager

Re: CalRecycle Presentation on AB 341 Mandatory Commercial Recycling

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

Kaoru Cruz and Krysty Emery are representatives from the State of California's Department of Resources Recycling and Recovery (CalRecycle), Local Assistance and Market Development branch.

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

Ms. Emery would like to share information with the Board on matters including the mandatory commercial recycling provisions of AB 341.

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

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

For background on this subject, the "Frequently Asked Questions" section of CalRecycle's website related to mandatory commercial recycling is attached.

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

Attachment.

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

## **Recommendation**

Receive presentation from CalRecycle.

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

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

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



## Mandatory Commercial Recycling Frequently Asked Questions

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### Background

Assembly Bill (AB) 341 ([Chapter 476, Statutes of 2011 \[Chesbro, AB 341\]](#)) directed CalRecycle to develop and adopt regulations for mandatory commercial recycling. CalRecycle initiated formal rulemaking with a 45-day comment period beginning Oct. 28, 2011. The final regulation was approved by the Office of Administrative Law on May 7, 2012. Rulemaking documents and information have been archived.

This FAQ provides CalRecycle's responses to frequently asked questions from stakeholders about the requirements of the commercial recycling regulation under AB 341. Stakeholders have asked the following questions about the mandatory commercial recycling regulation. Please note some questions were received during initial rulemaking conducted jointly by CalRecycle and the Air Resources Board under AB 32, which was later cancelled due to the passage of AB 341.

CalRecycle recognizes that businesses and jurisdictions may have specific needs that are not addressed in the responses provided below. Please contact your [Local Assistance and Market Development \(LAMD\) representative](#) to discuss situations specific to a jurisdiction. Additional resources, including sample ordinances and commercial recycling case studies, can be found on the [Institute for Local Government's website](#). CalRecycle will continue to participate in workshops throughout the state in 2012 to provide assistance to stakeholders.

The FAQ is broken down into the following categories:

[General](#)

[Business Requirements](#)

[Jurisdiction Requirements](#)

[Reporting](#)

[Compliance](#)

[Enforcement](#)

### General

**What are the main differences in the regulations that were being developed by ARB and CalRecycle under AB 32 and the regulations that CalRecycle is now developing to support AB 341?**

While there are some distinctions between the draft regulations in the prior ARB/CalRecycle rulemaking effort and the commercial recycling program outlined in AB 341, the fundamental framework and principal requirements are parallel. The primary difference between AB 341 and the draft ARB/CalRecycle regulations is that the threshold for businesses has changed so that all multi-family housing of five or more units are included in the statutory definition of business.

**When will the regulations be adopted?**

The Mandatory Commercial Recycling Regulation was approved by the Office of Administrative Law on May 7, 2012. Please see the [Regulations page](#) for more information.

**What is the schedule for complying with the regulations?**

On and after July 1, 2012, businesses are required to recycle, and jurisdictions will need to implement a program that includes education, outreach, and monitoring. The regulations also allow for phased-in implementation ([see related questions](#)). Jurisdictions are required to report in the 2012 Electronic Annual Report (due Aug. 1, 2013) on their initial education, outreach, and monitoring efforts, and, if applicable, on any enforcement activities or exemptions implemented by the jurisdiction.

**How many businesses in California will be impacted by AB 341?**

CalRecycle estimates that about 470,000 businesses and multi-family residences will have to take specific actions to comply with the regulations. Of this total, about 250,000 are businesses and an additional 220,000 are multi-family dwellings. The



## Frequently Asked Questions: Mandatory Commercial Recycling Proposed Regulations

affected businesses represent approximately 20 percent of California's 1.3 million businesses and are responsible for about 75 percent of the commercial waste generated in California. Using the California Department of Finance criteria for small business (fewer than 100 employees), about 90 percent of these affected businesses would be considered "small" businesses. The regulated multi-family dwellings account for about 60 percent of the waste generated by multi-family housing.

### **Will implementation of the mandatory commercial recycling regulations increase costs for jurisdictions?**

The regulations are designed to allow jurisdictions flexibility to utilize their existing tools and solid waste management infrastructure to inform the businesses of the state requirement and to follow up with businesses that are not recycling. When jurisdictions implement the regulations, they will not be starting from zero. Most jurisdictions have some type of education, outreach, and monitoring programs for the commercial sector to build upon. For example, jurisdictions can use existing print material to include information for businesses about the requirement to recycle, and include information about how the businesses can recycle in the jurisdiction. Also, jurisdictions can use their own websites or request updates to franchised or permitted haulers' websites that provide information about the requirement to recycle and how businesses can recycle in the jurisdiction.

Regarding monitoring, the regulation allows for phased-in monitoring using existing mechanisms to inform the businesses of the requirement if they are not recycling. Some examples of monitoring include using the hauler's sales representatives or annual business renewal license letters to inform businesses about AB 341, and/or using code enforcement officers that may already be visiting the business to provide information about recycling requirements. These are just a few examples of the different approaches that jurisdictions can take to monitor commercial recycling efforts.

For reporting, jurisdictions will use the existing Electronic Annual Report to inform CalRecycle staff about their education, outreach, and monitoring programs ([see related question](#)).

### **Are jurisdictions and/or businesses required to divert 75% of their waste?**

In addition to Mandatory Commercial Recycling, AB 341 sets a *statewide* goal for 75% disposal reduction by the year 2020. This is not written as a 75% diversion mandate for each jurisdiction. The 50% disposal reduction mandate still stands for cities, counties, and State agencies (including community colleges) under AB 939 and AB 75, respectively. CalRecycle will continue to evaluate program implementation as it has in the past through the Annual Report review process for entities subject to either AB 939 or AB 75.

Similarly, AB 341 does not mandate a diversion goal for businesses - it simply requires that they implement a commercial recycling program.

### **Are there any costs savings associated with the statute and regulations?**

The regulations do not impose additional requirements on businesses or local governments beyond what is required in statute. However, CalRecycle expects that implementation of the statute's requirements (both for businesses and jurisdictions) will result in an estimated statewide average annual cost savings of \$40 million-\$60 million for the 2012-2020 time period. Furthermore, individual businesses may realize cost savings due to reduced rates for recycling services and avoided disposal costs.

### **What benefits to California are anticipated due to the regulations?**

Implementation of the regulations is estimated to result in overall cost savings to California businesses during the 2012 through 2020 time frame. Previous studies on the economic impact of recycling versus disposal have found significant positive economic effects in California. The benefits from increased recycling will not only generate new jobs, but will also result in additional goods and services. CalRecycle expects that implementation of these regulations will increase the availability of recyclable materials, provide increased feedstock for recycled-content product manufacturers, and expand the opportunity for recycling manufacturing facilities and associated job creation in California.

Expanding and/or developing new recycling manufacturing infrastructure in California makes sense from a greenhouse gas emissions standpoint, as most emission reductions occur at the point of remanufacturing and not at the origin of recycling. While some materials collected in California remain in the state for remanufacturing, the majority of the recycled materials are shipped to other parts of the United States or to global markets. CalRecycle will continue to work with the Air Resources Board and other agencies on efforts to provide incentives for the enhancement of in-state recycling manufacturing.

As a result of increasing recycling, CalRecycle also expects that there will be reduced emissions of methane, air toxics, and criteria pollutants from landfills. Furthermore, diverting organic materials into compost products will result in positive impacts on soil and water quality.

The regulations also will help jurisdictions to develop or enhance commercial recycling programs, help the state to further reduce disposal at landfills, and assist in meeting the state's new 75 percent diversion goal. The long-term results will be positive for all entities -- businesses grow, tax revenue is generated, California jobs are created, California's dependence on volatile foreign recycling markets is reduced, the amount of waste sent to landfills is reduced, resources are conserved, new sources of biofuels and energy are created, and greenhouse gas emissions are significantly reduced.

## **Business Requirements**

### **What is the definition of a "business" and which businesses are required to comply?**

"Business" means any commercial or public entity that generates four or more cubic yards of commercial solid waste per week, including but not limited to, a firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or non-profit entity, strip mall (e.g. property complex containing two or more commercial entities), industrial facility, school, school district, California State University, community colleges, University of California, special district or a federal, state, local, regional agency or facility. For purposes of this Chapter, "business" also includes a multi-family residential dwelling of five units or more regardless of the amount of commercial solid waste generated. The regulation does not apply to single-family dwellings, multi-family dwellings of four or fewer units, or those businesses that generate less than four cubic yards of commercial solid waste per week. Local jurisdictions can also establish other specific exemptions. Typically, since waste service is identified by round numbers, e.g., 1 cubic yard, 2 cubic yards, etc., it is assumed that a hauler or jurisdiction will educate/outreach/monitor to businesses that generate 4 cubic yards or more of waste.

### **What is "commercial solid waste?"**

Commercial solid waste is material generated by businesses, as defined above, that is generally disposed of in a solid waste landfill. Commercial solid waste does not include industrial waste. According to 2008 [Statewide Waste Characterization data](#), the commercial sector generates nearly three-fourths of the solid waste in California. Most of the material disposed from this sector is readily recyclable.

### **Are industrial facilities/sites and waste generated at industrial facilities/sites subject to the regulation?**

Industrial waste, defined in Section 17225.35 of Title 14 of the California Code of Regulations, is not subject to the requirements of the regulation. However, commercial solid waste generated at an industrial facility or site, for example paper, plastic, metals, cardboard, etc., could be subject to the requirements of the regulation provided the facility/site generates four or more cubic yards of commercial solid waste per week.

### **Are State facilities subject to the regulation?**

It is important to note that many State agencies already operate under a 50% waste disposal reduction mandate under AB 75. AB 341 did not add or change the 50% diversion requirements for agencies subject to AB 75. However, it is important to note that the definition in the regulation of a business includes public entities, including state agencies, schools, school districts, California State Universities, community colleges, the University of California, special districts and federal, state, local, regional agencies or facilities. Thus, any State facility that generates four or more cubic yards of solid waste per week is subject to these new recycling requirements, if they are not already recycling.

### **Are public housing complexes operated by local Public Housing Authorities subject to the regulation?**

Complexes of 5 or more units operated by a Housing Authority would be required to provide recycling to tenants. CalRecycle is working to get the word out about Mandatory Commercial recycling to Housing Authorities.

### **Are mobile home and RV parks subject to the regulation?**

If mobile homes, RV parks condominiums, and townhomes are considered single family residences by the jurisdiction, then they would not be subject to the requirements. However, jurisdictions are allowed to implement more stringent requirements. For example, for mobile home parks a jurisdiction may consider current service type and zoning to make the determination if mobile home parks should be subject to the regulation. If a mobile home park is serviced by the residential collection program, the jurisdiction may consider a mobile home park of this type is not subject to the regulation. However, if the mobile home park receives commercial service or has commercial zoning, the jurisdiction should work with its Attorney or Counsel to make the determination if the mobile home park is a covered entity.

For RV parks that operate on a rental basis and serve more of a recreational use, the jurisdiction might consider this a commercial business, and apply the waste disposal threshold to determine if the park is subject to the regulation.

### **Please clarify what is meant by a four cubic yard threshold.**

The definition of business in the statute and regulation includes any commercial or public entity that generates four or more cubic yards of commercial solid waste per week. SB 1018 was signed by the Governor at the end of June 2012. The bill included clean-up language relating to the MCR threshold for businesses i.e., clarifying that it is four or more cubic yards of trash weekly rather than more than four cubic yards a week. [The entire bill](#) is available online.

### **What activities constitute business diversion?**

Businesses are required to select from any one or combination of the following activities:

Separate recyclable materials from their solid waste stream and either self-haul, subscribe to a hauler, and/or allow the pickup of recyclables, so that the separated material is diverted from disposal to recycling, reuse, or composting activities; and/or

Subscribe to a recycling service that includes mixed waste processing as part of a system in combination with other programs, activities, or processes that divert recyclable materials from disposal and yields diversion results comparable to source separation ([see related question](#)).

### **What materials do businesses need to recycle under the regulation?**

The regulation does not specify how much or what type of materials must be recycled by businesses, nor does it limit the types of materials that could be included in a recycling or composting program. The regulation does require that jurisdictions inform businesses about the state requirement to recycle and how they can recycle in the jurisdiction. Although composting and other organics management activities will assist in reducing a covered entity's waste generation, it should be noted that legislation specifically requires those meeting the threshold requirements to arrange for recycling services.

CalRecycle understands that each jurisdiction has its own unique set of circumstances, including different types of commercial generators, and is in a better position to determine what programs will work best to divert material from the commercial sector. The regulation provides flexibility and does not dictate how a jurisdiction must implement a program or specify that a jurisdiction must implement a commercial collection program.

While the regulation does not require that jurisdictions implement a commercial collection program, every jurisdiction in the state already has some type of existing commercial recycling program. Some communities have commercial recycling programs that collect the same materials that are included in their residential single-stream program. Some communities offer organics recycling and/or construction and demolition debris recycling programs. Other communities offer source-separated commercial recycling programs in combination with mixed waste processing of materials. Rural communities that do not have an on-site commercial collection recycling infrastructure offer drop-off programs. Finally, many businesses utilize self-haul, back-haul and independent recyclers to recycle. Some programs target specific business materials for recycling while others do not provide this level of detail. The types and sizes of businesses and industry can vary, as can the amount and types of material generated per week.

### **Are school districts and municipal entities required to recycle?**

To the extent that public entities, including schools, school districts and other municipal entities, generate four or more cubic yards per week of commercial solid waste, then they would be required to recycle. The jurisdiction is required to provide information about the recycling requirement to schools, school districts and municipal entities. Complying with the requirement to recycle is the responsibility of the school district, municipal entity, etc. CalRecycle staff can provide assistance to the jurisdiction in working with school districts and other government agencies.

### **Will airports be included in the regulation, and how will air carriers be affected by the rule?**

The regulatory definition of a business includes airports. Therefore, airports would be required to recycle solid waste generated on the airport's premises using one or more of the methods outlined in the regulation. In addition, airports can require airlines to handle the waste that is removed from the aircraft in California in a prescribed manner. The airlines would be required to comply with the airport's requirements, provided there is no conflict with federal requirements for solid waste handling (e.g., the USDA requirement that food waste from international flights be incinerated or sterilized). In cases of conflict, federal law preempts state, local or private regulation.

### **Will cruise ships be affected by the regulation?**

The guidance on air carriers also applies to cruise ships (see above question).

### **With regards to strip malls, the regulation states that "the definition includes strip malls containing two or more commercial entities." Does this mean that the strip mall complex that a business resides in is required to recycle at a minimum level, even if many of the businesses within that complex share recycling services?**

If the strip mall complex as a whole generates four or more cubic yards per week of commercial solid waste, then the individual businesses in the strip mall are required to recycle. Additionally, the regulation allows the property owner of the strip mall complex to require tenants to recycle and the regulation requires tenants to comply.

### **Is there an exact minimum amount of recycling that is required of a business or complex with shared services? For example, if a complex just needs to recycle, would the smallest recycling container offered by a jurisdiction be adequate for the entire complex? Would the complex be compliant by recycling only cardboard while disposing all other materials?**

AB 341 and the regulation do not specify a minimum amount of recycling. Each business will determine the level of service and materials to be diverted, subject to local requirements. Additionally, a local jurisdiction may implement more prescriptive requirements through ordinances or policies, but this is not required by law.

### **If there is a business that has an extensive recycling program located in a strip mall, would that business be held liable if the other tenants in the strip mall are not recycling?**

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No, the business would not be held liable if the other tenants in the strip mall are not recycling. However, as part of its monitoring program, the local jurisdiction would notify the businesses in the strip mall that are not recycling of the state requirement to recycle and how they can recycle.

**Our agency has several work sites that do not typically generate four cubic yards of waste per week. However, the sites periodically have special events, for example construction projects, that would generate four or more cubic yards for that week. Are these sites subject to the regulation?**

During the time period that a site generates and subscribes to four cubic yards of waste service, then the business will need to recycle. In addition, if each site has individual waste collection, then each site operated by a business or agency would be considered separately in determining whether the regulation is applicable.

**I own a business that usually generates 3 cubic yards of refuse per week, but occasionally uses a 6 cubic yard container to collect its own street sweepings. The host jurisdiction does not have a program for recycling or composting street sweepings. Would my business be expected to recycle this material?**

The regulation does not address all waste streams, but it does allow flexibility to businesses and jurisdictions to address issues such as street sweepings in their individual programs. The diversion of street sweepings will depend on if there are diversion programs the business can utilize, such as taking the material to a compost facility. The business should work with its hauler and the jurisdiction to determine if viable diversion opportunities for any specialized materials are available.

**What is meant by subscribing to a service that includes mixed waste processing that diverts recyclable materials from disposal and that yields diversion results comparable to source separation?**

Subsection 18837(a)(2) specifies a method that a business may take to meet the requirement to recycle the business's commercial solid waste: by subscribing to a recycling service that may include mixed waste processing that diverts recyclable and/or compostable materials from disposal, yielding diversion results comparable to source separation.

In reality, however, there is not sufficient data or standards available to make a comparison to source separation, and therefore CalRecycle is not establishing such a threshold at this time. The language in the existing statute has been interpreted differently by various stakeholders regarding whether or not it establishes a particular threshold for mixed waste processing. On its face, the statute clearly does not do so. Instead, statute has provided a subjective standard to be evaluated on a case-by-case basis that allows flexibility for compliance. While Subsection 42649.2(b)(2) allows for a recycling service that may include mixed waste processing comparable to source separation as part of that recycling service, by using the term "may" instead of "shall" in this section, it does not require it. That is, mixed waste processing is not necessarily required and therefore a recycling service can include other programmatic aspects. Thus, the recycling service may include more than just mixed waste recycling (consistent with the "may" in statute), but also emphasizes the need for the overall recycling service to yield comparable results to the other compliance alternative in (b)(1) (source separation). Mixed waste processing is intended here to include a myriad of processes to recover recyclable and/or compostable materials from solid waste. This Subsection is not intended to change marketplace dynamics or express a preference for any particular diversion activity, program or process over another. It is intended to provide local governments with flexibility in designing programs specific to their community.

While no single quantitative recovery rate standard exists, the section does establish an expectation that overall diversion results from a recycling service that includes mixed waste processing, and that may include other programs and activities, will be comparable to the overall diversion results of recycling services that rely on source-separated processing of recyclables, and that may also include other programs and activities. In lieu of a quantitative standard, CalRecycle will review jurisdiction compliance on a case-by-case basis using the "good faith effort" standard as already provided in statute (See PRC 41825(e)). As part of its evaluation of local jurisdiction program implementation, the diversion performance of a particular facility may be considered by CalRecycle to see if the facility's recovery appears to be significantly low (also see section 18839(b)). In this case CalRecycle would take into account relevant factors such as, but not limited to, the character and composition of the solid waste stream generated in the jurisdiction, the nature of collection systems in the jurisdiction, and the nature and amount of feedstock processed at facilities used for solid waste generated in the jurisdiction. That is, CalRecycle would conduct a case-by-case qualitative evaluation in the context of the entire set of programs in a jurisdiction, whether the facilities involved are mixed waste processing or single-stream material recovery facilities.

Additionally, businesses that choose to subscribe to a recycling service are not required by statute to determine if a mixed waste processing facility that is part of that service is yielding comparable results (e.g., they do not have to survey facilities and ask for recovery data).

As for whether or not CalRecycle should develop a quantitative standard of what constitutes "comparable to source separation" for mixed waste processing, CalRecycle has committed to working on this issue in the future. Prior to the formal rulemaking, this was the subject of considerable discussion and controversy. A working group convened by CalRecycle determined that there is not sufficient information at this time to promulgate such a standard. This is due in part because of variations in feedstock, processing technologies, residuals composition, lack of reporting, etc. However, CalRecycle recognizes that future work is needed on this issue as part of its other work on AB 341 (report on how to meet 75% diversion) and that this may lead to future rulemakings that establish performance requirements for mixed waste processing facilities.

**The regulation states that self-hauling recyclables would be enough for a business to be considered recycling. Does self-hauling include taking recyclables from a business to an employee's or owner's residence to recycle?**

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In general, self-haul refers to hauling done outside of a franchise agreement. There may be local restrictions that would pertain to this particular scenario. This level of detail would need to be addressed locally, as it is not specified in the regulation. Current examples of self-haul requirements implemented by California jurisdictions include:

Sacramento County addresses self-haul requirements in its [ordinance information booklet](#) (see p.9) (PDF, 500 KB). Although it does not address the specific detail in question, it is a good demonstration of how such details could be addressed.

Santa Barbara County provides another example of how to address the self-haul issue by requiring specific documentation and following-up with a site visit. Information about this program can be found at the county's [recycling resources website](#).

### **Can a business donate or sell its recyclables and still be in compliance**

It is an existing right of businesses to donate or sell their recyclable material.

### **What information will businesses need to provide and who will it be provided to in order to demonstrate compliance?**

AB 341 and the regulation do not require businesses to keep numerical data about recycled materials, but local jurisdictions may choose to enact more stringent requirements to track recycling activities. Thus, independent of this regulation, information about recycling efforts may be requested from the jurisdiction, or by haulers or other agencies assigned to work with businesses on behalf of the jurisdiction. The information requested will assist the jurisdiction in determining the effectiveness of its education, outreach, and monitoring efforts. The jurisdiction may want to know more about what types of materials the business generates and the materials that are being recycled or otherwise diverted from disposal.

**We are a major recycling company in California. We process waste generated on site as well. The remainder of the waste that has no economic value or use is treated and shipped to landfills to be used as ground cover. In essence everything we process is recycled. How do we document our efforts for the jurisdiction? Would we be exempt from the regulation?**

There is no formal exemption process at the state level. The jurisdiction in which the business is located makes the determination as to whether to allow exemptions. Additionally, for this example, an exemption would not appear to be necessary as the business already is recycling and therefore would be meeting the requirements of the law.

## **Jurisdiction Requirements**

### **Will my city/county need to adopt a mandatory commercial recycling ordinance?**

No. Some communities may choose to adopt a mandatory commercial recycling ordinance; however, an ordinance is not required. Approaches to enforcement might include: 1) requiring businesses to participate in the recycling services that are already available in the city or county, 2) requiring businesses to use a mixed waste processing facility, or 3) implementing a mandatory commercial recycling program using an ordinance.

A number of communities, such as Sacramento, Rancho Cordova, and Chula Vista, have implemented a mandatory commercial recycling ordinance. Please visit the Institute for Local Government's [commercial recycling website](#) to view sample ordinances, case studies, and sample outreach, education, and enforcement examples and review information provided by a number of jurisdictions that have implemented mandatory commercial recycling programs.

**If my jurisdiction already has an ordinance in place requiring recycling for commercial and/or multifamily customers, but the thresholds are higher than those specified in legislation and the supporting regulation, will we need to modify our ordinance?**

If a jurisdiction already has a mandatory commercial recycling ordinance in place but the thresholds would not capture all of the businesses covered by the threshold outlined in AB 341 (namely businesses that generated four or more cubic yards of solid waste or multifamily complexes with five or more units), then the ordinance does not need to be amended, but the jurisdiction would be responsible for providing education, outreach and monitoring to the additional businesses that would be subject to the mandatory commercial recycling provision.

### **What are the jurisdiction's requirements in terms of providing education, outreach, and monitoring to businesses?**

The regulation requires jurisdictions to implement education, outreach, and monitoring programs to inform businesses of the state requirement to recycle and how they can recycle in the jurisdiction. Jurisdictions should choose methods to provide education and outreach that maximize existing resources including using existing websites, brochures, on-site meetings, etc. For example, if the hauler already sends out a sales representative to work with businesses that are not recycling, then the hauler's sales representative could inform the business of the state requirement, and then assist the business in determining the best approach to recycle. Other options include using the jurisdiction's own staff, community groups, or independent recyclers to inform the businesses of the state requirement and how the businesses can recycle in the jurisdiction. If the jurisdiction already sends out letters to businesses regarding recycling opportunities, the letter could include information about the state requirement.



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The requirement for jurisdictions to monitor means identifying and notifying businesses that are not recycling and informing them about the state law and the various ways that they could recycle. The methods for monitoring can differ greatly depending upon a jurisdiction's resources, hauler arrangement, etc. Some jurisdictions may choose to phase in monitoring by targeting the largest businesses the first year and bringing in other businesses in subsequent years. The jurisdiction may choose to utilize the hauler to monitor and notify businesses that are not recycling. The jurisdiction's Local Assistance and Market Development representative can help assess if the monitoring approach seems reasonable.

CalRecycle also recommends that jurisdictions view the Institute for Local Government [webinar](#) titled *Understanding California's Proposed Commercial Recycling Regulations: What Local Agencies Need to Know About the Education, Outreach and Monitoring Requirements*. This webinar, the fifth in a series, helps local officials understand the new regulation, emphasizing what they need to do to be in compliance with the education, outreach and monitoring requirements. The webinar also includes information about new tools available to help local agencies meet these challenges.

### **Would a jurisdiction be able to phase in education, outreach, and monitoring to different generator types, areas of the jurisdiction, etc., using a phased-in approach, or do jurisdictions need to ensure that education, outreach, and monitoring efforts to address all businesses in the jurisdiction are in place by July 1, 2012?**

Yes, the jurisdiction can phase in education, outreach, and monitoring efforts. For example, a jurisdiction may want to educate and monitor in the first year the multi-family complexes that have 16 units or greater because, by law, they have an on-site manager available to coordinate with. Jurisdictions also have the flexibility to decide how they develop and implement education and outreach. For example, if multi-family complexes have owners that are located in other areas of the state or live outside California, then the jurisdiction might take various approaches to contacting the owner to inform them of the state requirement to recycle at the complex, such as sending a letter, including information on the solid waste bill, etc.

Another approach in larger jurisdictions might be to target the largest businesses—say the 20 percent largest businesses based upon the amount of solid waste that they dispose—and then the next year move to the next largest group of businesses, and so on. The jurisdiction should communicate with its Local Assistance and Market Development representative to discuss the jurisdiction's plans for a reasonable time period to phase in its program.

### **If a jurisdiction opts to phase-in education, outreach and/or monitoring, what would be an acceptable timeline for the phase-in period?**

The timeline for phasing in education, outreach, and/or monitoring efforts would be determined on a case by case basis in discussion with the jurisdiction's Local Assistance and Market Development representative.

### **Is there a rural exemption in the current regulatory language? What are the general provisions that may be or are available to rural jurisdictions under the regulation?**

No, neither AB 341 nor the regulation includes a rural exemption. The regulation is designed to provide flexibility to jurisdictions to design programs that fit their needs. The regulation in Section 18838 does state that CalRecycle may consider factors for rural jurisdictions in its evaluation of a jurisdiction's good-faith effort to implement diversion programs. Factors for rural jurisdictions include small geographic size, low population density, and/or distance to markets. The [Final Statement of Reasons](#) (PDF, 311 KB) also provides guidance to rural jurisdictions on commercial recycling education, outreach, and monitoring programs. In terms of providing education and outreach, rural jurisdictions could include information (i.e., about the state requirement for businesses to recycle and how businesses can recycle in the rural jurisdiction) using an annual letter to businesses for business license renewals. For jurisdictions that do not have staff and/or a hauler to ascertain which businesses are not recycling, then an annual letter would suffice. The letter could be sent electronically or by hard copy depending upon the rural jurisdiction's situation.

### **Do we need to have a franchise agreement for recycling collection services to comply with the regulation?**

No, a franchise agreement is not required to comply with the regulation.

### **Will existing franchises need to be amended to comply with this regulation?**

It will be up to the local jurisdiction to make such a determination. For example, jurisdictions may find that the education, outreach, and/or monitoring programs in their current contracts can meet their needs. Thus, jurisdictions may not need to amend the franchise agreement.

### **Local jurisdictions may have franchise agreements that do not require commercial recycling, but include a voluntary commercial recycling program. Under the regulation, would these businesses be required to subscribe to the recycling service?**

The regulation provides flexibility to businesses and requires that businesses choose one or any combination of the following activities:

Separating recyclable materials from their solid waste stream and either self-hauling, subscribing to a hauler, and/or allowing the pickup of recyclables, so that the separated material is diverted from disposal to recycling/reuse/composting activities; and/or

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Subscribing to a recycling service that includes mixed waste processing as part of a system in combination with other programs, activities or processes that diverts recyclable materials from disposal and yields diversion results comparable to source separation.

If a jurisdiction has additional specific requirements for businesses, they would inform the businesses of those requirements.

**My franchise agreement already requires commercial recycling service be provided to any business that requests it, but my hauler has indicated that it will need a significant rate increase to comply with the regulation. What additional requirements will be placed on the hauler that would result in cost increases?**

The regulations are not directed towards haulers. Businesses are required to recycle, and jurisdictions are required to provide education, outreach, and monitoring to the businesses. Jurisdictions will determine how best to implement their education, outreach, and monitoring programs and whether they must place additional requirements upon the haulers and/or businesses in order to comply with the regulations. The regulations provide flexibility and do not dictate how a jurisdiction must implement a program.

**Our franchised hauler has indicated that all of its trucks currently have full routes. Therefore, to add a recycling route for commercial customers would mean the purchase of additional equipment and containers for recycling service. Will there be any financial assistance available to help offset the costs associated with implementing the regulations?**

There is some limited financial assistance available through CalRecycle. This financial assistance includes existing grant programs, such as CalRecycle's City/County Beverage Container Block Grant and the Beverage Container Recycling Grants (Competitive) programs, to assist with offsetting costs for implementing recycling programs that include diversion of beverage containers. Please [see our website for additional details](#).

Additionally, the regulations allow for phased-in implementation to help in reducing costs. Thus, if the jurisdiction and hauler find that there are a large number of businesses that are not currently recycling, the jurisdiction and hauler could target a certain number of businesses and bring them into the program using a phased-in approach.

**Is there anything in the regulatory language that includes a stipulation that the jurisdiction would be required to provide a curbside program? What are the specific requirements on jurisdictions to comply with the regulation?**

No, a curbside program is not required. Jurisdictions are not required to provide any specified type of commercial collection program. Section 18837 of the draft regulations requires jurisdictions to provide education, outreach, and monitoring to affected businesses to inform them of the state requirement to recycle and to tell businesses how they can recycle in the jurisdiction. Regarding informing and educating businesses about recycling opportunities in the jurisdiction, the types and combinations of commercial recycling programs vary by jurisdiction and can include curbside collection, drop-offs, and utilizing mixed waste processing. Additionally, businesses may choose to self-haul material to a drop-off or recycling center, back-haul recyclables to a distribution center, arrange for the pick-up of recyclables, etc.

**Many restaurant patrons enjoy their food and beverages at work, home and in locations other than point of purchase. We have found residential and commercial recycling programs can be incongruent. How or will the rulemaking process address these issues?**

The regulation is focused on diverting the recyclable material disposed of by the business or at the business location. However, jurisdictions may want to consider current programs in place that serve residents and interface with commercial waste. There is a nexus between the material generated at business locations, for example product packaging, carry out bags and take out boxes, that may become waste at another business location (i.e., place of work) or at the customer's residence. An opportunity may exist in the development of education and outreach methodologies, depending on existing infrastructure and resources, to assist customers in making better decisions about managing materials that leave a business location.

**Do we need to develop a specific type of program (e.g., commercial food waste collection, on-site recycling collection, construction and demolition debris recycling) to comply with the regulations?**

Jurisdictions are required to conduct education, outreach, and monitoring programs to inform businesses of the state requirement to recycle and provide information about the recycling opportunities that are available within the jurisdiction. However, a jurisdiction does not need to implement a specific type of collection program to comply with these requirements. The regulations do not require specific programs, how much must be recycled, or what type of materials must be recycled by businesses. The regulations also do not limit the types of materials that could be included in a recycling program. By not specifying which materials must be recycled, jurisdictions, businesses, and service providers have greater flexibility in determining the most cost-effective approach(es) to commercial recycling.

**Do the regulations change the provisions of transformation as provided for in Public Resources Code section 41783?**

Subsection (e)(3) of the regulations clarifies that the provisions of Public Resources Code section 41783 are not affected by this regulation. Commercial solid waste may be taken to a transformation facility, as long as the existing requirement in Public Resources Code section 41783 for front-end processing to remove recyclable materials to the maximum extent feasible is met. For example, front-end processing includes source-separating recyclables or processing material at a mixed waste processing

facility. The subsection clarifies that there is no change to the existing provisions of section 41783 of the Public Resources Code related to transformation that allow jurisdictions to reduce their per-capita disposal rate by no more than 10 percent.

### **How does a jurisdiction determine the amount of solid waste a business generates? Is it what the business subscribes to, i.e. a four cubic yard solid waste bin, even if it only fills the bin half full?**

The determination of whether a business meets the four cubic yard threshold is based upon the level of service to which the business subscribes and not if they fill the bin every week. For example, a business would meet the threshold if they subscribe to having one four cubic yard refuse container picked up each week, or, conversely, a single one cubic yard refuse container serviced four times per week, etc. The regulation also distinguishes between recyclable materials that already are separated prior to any solid waste being discarded, versus potentially recyclable materials that are not separated and instead are included in the solid waste being discarded (within this definition the term “generates” refers to commercial solid waste produced and disposed, excluding previously separated recyclable materials, and not the amount of solid waste diverted plus the amount of solid waste disposed). For example, if a business has refuse service for a 3 cubic yard bin serviced once per week and also has a 2 cubic yard recycling bin serviced once per week, this business would be generating less than 4 cubic yards of trash per week and would not meet the threshold that would require it to recycle under the regulation (Note: In this scenario the business is also already recycling). Requiring the threshold to only include solid waste should make it easier for a jurisdiction to determine which businesses are required to comply with the regulation. A jurisdiction does not have to conduct a waste generation study to determine if four or more cubic yards of commercial solid waste is generated; instead, a jurisdiction can, for example, review waste subscription service.

### **How should a jurisdiction determine the businesses that are subject to the legislation and regulations?**

Jurisdictions can utilize hauler records to determine which businesses dispose of four or more cubic yards of solid waste per week. Some jurisdictions, for example those in rural areas, might find it challenging to determine which businesses generate four or more cubic yards of commercial solid waste per week, so they may choose to provide education and outreach to all of the businesses in the community and inform them of the state requirement. In large jurisdictions, or ones serviced by multiple haulers, a more customized approach may be necessary. Local Assistance and Market Development staff can assist in developing a strategy for identifying businesses subject to the regulations.

### **Are there any exemptions for temporary waste generating activities, such as filming locations, special events, seasonal store sites, etc.?**

There are no exemptions for temporary activities such as filming locations, special events, seasonal store sites, etc. Businesses engaged in temporary activities such as these should contact the local jurisdiction to determine how best to proceed with diverting recyclables.

Temporary waste-generating activities may already be tracked by the jurisdiction. Special event licenses and filming permits, for example, may be required for operations of this type. Temporary retail sites may also be tracked through the jurisdiction's Business License or Tax Collection office. The jurisdiction contact(s) tasked with implementing education, outreach, and monitoring efforts in relation to the mandatory commercial recycling program can work with other departments to determine the best way to provide education and outreach to temporary commercial waste generators, including identifying recycling opportunities, and monitoring the results of these efforts. It should be noted that some temporary uses, such as filming locations, may currently have contracts to handle their recyclable material through the permanent studio site. Additional guidance regarding recycling at special events and location film shooting can be found on the CalRecycle website.

### **Please clarify what is meant by authorizing a local agency to charge and collect a fee from a commercial waste generator to recover the local agency's costs incurred in complying with the commercial solid waste recycling program requirements.**

AB 341's fee provision is separate from authorization for jurisdictions to charge a fee for implementing its recycling programs under The Integrated Waste Management Act of 1989 (Chapter 1095, Statutes of 1989 [Sher, AB 939]). AB 341 provides that if a jurisdiction already has a commercial recycling program in place that meets the education, outreach, and monitoring requirements, it is not required to implement an additional program. If, however, the jurisdiction needs to implement a new commercial recycling program in order to comply with AB 341, then it is authorized to charge a new program fee to cover the costs of the new program. Similarly, if a jurisdiction has to make additions to an existing commercial recycling program in order to comply with the mandatory recycling regulations, it is authorized to charge a program fee for the costs of implementing the additional program features. In such as instance, depending on the nature and extent of the additional features, it may be advisable for a jurisdiction to create a new program and charge a fee for the implementation costs. For additional guidance on when this would be the most feasible cause of action, please contact your LAMD representative.

### **Is a webpage with information about the mandatory commercial recycling requirement enough?**

The jurisdiction should demonstrate a real effort to develop and implement an effective outreach program. Information should be placed on the jurisdiction's website (and the franchise hauler's website, if applicable) that informs businesses of the state requirement to recycle and explains how businesses can recycle in the jurisdiction. For example, information placed on the website might include contact information for the franchise hauler for service information, locations to self-haul recyclables to, recyclers that will collect specific materials, information about mixed waste processing options versus source separated recycling options, etc. In addition to a webpage, the jurisdiction may consider sending out emails to its business listings. Some



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jurisdictions are using Twitter, Facebook, and other social media outlets to communicate with businesses. A jurisdiction might also collaborate with local business organizations to help send out emails to their members, place information in their newsletters, or place information on their websites. The California Chamber of Commerce has also offered to assist CalRecycle inform businesses by utilizing its [electronic Alert Newsletter](#).

For any type of outreach methodology, the jurisdiction will need to assess the tool(s) needed to convey the message to businesses and reach the businesses in their communities. As part of the Electronic Annual Report review ([see related question](#)), CalRecycle will be looking to make sure the education, outreach, and monitoring programs are being implemented, but also taking into account the jurisdiction's specific circumstances.

### **How frequently should outreach information be provided to businesses?**

The jurisdiction has the flexibility to determine the frequency that outreach should be provided based upon what will work best for the jurisdiction. Providing outreach once per year would be typical. The jurisdiction should communicate with its Local Assistance and Market Development representative about the jurisdiction's outreach plans to allow staff the opportunity to provide early guidance on whether the approach seems reasonable.

Some examples of outreach include utilizing existing print pieces and, when updating an existing brochure, letter, or newsletter that is sent out to businesses, adding information about the state requirement to recycle and the recycling opportunities available to recycle in the jurisdiction. Print information could be sent annually to account for turnover, etc., but it could be done more frequently or less frequently depending on what works best for the jurisdiction.

If information is already sent out annually to businesses, then information about the state requirement for businesses to recycle could be incorporated. Or, if a jurisdiction's budget does not allow for sending out a printed material to all businesses annually, then perhaps a phased-in approach would work better. For example, a certain number of printed materials can be sent to a specified group of businesses each year, or a jurisdiction may find that it is most effective to provide a brochure on site visits, etc. Rural jurisdictions might include information in the annual letter to businesses for business license renewals about the state requirement for businesses to recycle and how businesses can recycle in the rural jurisdiction (e.g., drop-off programs, on-site collection, etc.). The jurisdiction may also choose to coordinate with the local Chamber of Commerce and Apartment Associations to assist in disseminating information. The Institute for Local Government has developed [sample brochures and outreach materials](#) for jurisdictions to use.

### **I have been unsuccessful in the past in making contact with the commercial sector. Are there any recommendations for making contact with businesses?**

Direct contact with the business community will ensure that the businesses are informed of the requirement to recycle. CalRecycle encourages jurisdictions to include information about the state requirement to recycle as part of any of the activities where the jurisdiction, hauler(s), and/or community organizations make direct contact with businesses.

Examples of direct contact include presenting at business forums, such as the Chamber of Commerce, having the hauler talk to the business, and/or providing technical assistance through waste assessments to explain the state requirement and how businesses can recycle in the jurisdiction.

Always provide a contact person that businesses can call to ask follow-up questions. Community groups such as Heal the Bay and others may be able to assist with making direct contact with businesses. Community groups frequently engage in outreach to small businesses. They might be able to contact businesses in a particular area and meet one on one with businesses to explain how they can recycle in the community and inform the businesses of the state requirement to recycle.

The jurisdiction's hauler or haulers may already contact businesses directly through their sales staff or staff that conduct waste assessments for businesses. The hauler can also assist to inform the businesses that are not currently recycling about the state requirement to recycle and explain how they can recycle. The hauler can then report back to the jurisdiction on those businesses that are not currently recycling. In some jurisdictions the hauler may already be providing this type of information to the jurisdiction.

Another approach is to determine if the jurisdiction's staff may already be working with businesses and can provide information to businesses on the state requirement to recycle. For example, some communities may utilize their health and/or building inspectors to inform businesses as they are working with them on inspecting an establishment, or the local recycling coordinator may conduct waste assessments and can include information about the state requirement to recycle.

### **Is it a jurisdiction's responsibility to provide outreach, education, and monitoring regarding the regulation to individual tenants of an apartment complex?**

It is the jurisdiction's responsibility to provide education and outreach to the apartment owners and to monitor the recycling activities at each complex. The property owner, management company, hauler, or jurisdiction can prepare and provide information about the recycling program to the tenants, for example including a flyer as part of the welcome package, so that tenants know the opportunity is available. The jurisdiction can assess if the information the property owner or management company, for example signage, lease language, welcome package flyer, etc. is sufficient to inform residents about the program. The jurisdiction and/or hauler can provide property owners and/or management companies with sample outreach materials, for example [those found on the ILG website](#), that may assist in getting the word out to tenants of a multifamily

complex. Jurisdictions may also want to use the phased in approach [mentioned previously](#) to initially work with complexes with 16 or more units, which by law are required to have an on-site manager, to provide education and outreach and set up monitoring efforts. The phased in approach can assist if limited resources are available initially to provide education, outreach and monitoring to smaller complexes.

### **What are some suggestions on how a jurisdiction should handle businesses that are recalcitrant in providing information on self-hauling and other recycling activities not provided by the jurisdiction's franchised/permitted hauler?**

If a jurisdiction is having difficulty collecting information from businesses, the jurisdiction could develop requirements for businesses that self-haul such as requiring these businesses to complete and retain at their place of business a form certifying that they are recycling. Some businesses already track this information to demonstrate compliance with internal environmental procedures or as part of other state programs.

## **Reporting**

### **Will businesses and/or jurisdictions need to report diverted tonnages?**

Although they are not required to do so, jurisdictions may provide diverted tonnages in the Electronic Annual Report, if available. Jurisdictions will report in the Electronic Annual Report on how they are implementing education, outreach, and monitoring activities. The reported information should include a description of activities implemented, how many and/or which types of businesses were contacted, how the jurisdiction tracked businesses that are not currently recycling and informed them of the recycling requirement, etc. More information about what information jurisdictions should provide in the Electronic Annual Report will be provided later in 2012/early 2013 prior to the release of the 2012 report cycle. Jurisdictions may also implement additional requirements on businesses for reporting purposes.

Additionally, CalRecycle will be measuring if the state as a whole is meeting the goal of reducing approximately 2-3 million tons of solid waste from the commercial waste stream by conducting statewide waste characterization studies in 2014 and 2019.

### **Does a jurisdiction need to report on its education, outreach and monitoring efforts if it is meeting its per capita disposal target?**

Nothing in statute or the regulation relieves a jurisdiction of its obligations once it exceeds a certain level of diversion. The jurisdiction is still required to implement a program that includes education, outreach, and monitoring, and report on the efforts in each of those areas in its Electronic Annual Report in addition to reporting on other AB 939 programs.

### **When will jurisdictions need to start reporting on their implementation efforts and what should be reported?**

Jurisdictions will be required to report in the Electronic Annual Report starting with the 2012 report (due August 2013) on how they are implementing education, outreach, and monitoring activities.

For the 2012 Electronic Annual Report, jurisdictions will only be reporting on what they have done with regards to education, outreach, and monitoring in the last six months of 2012. Note: The 2012 Electronic Annual Report will be reviewed, but will not be part of the next Jurisdiction Review cycle commencing in late 2012, which will cover annual reports from years 2007 through 2011.

### **How should I report multi-family recycling for complexes that are serviced under the residential program?**

If multifamily complexes, such as condominiums and townhomes, including subdivisions operated under homeowners associations, are considered residential properties by the jurisdiction, e.g., they are on the curbside recycling collection route, then they would not be subject to the regulation as they are already provided recycling service as a part of the residential program. The jurisdiction would report this information on its AB 939 residential recycling program in the Electronic Annual Report.

### **How should I report multi-family recycling for complexes that are subject to the regulation?**

The regulation requires that jurisdictions report in the Electronic Annual Report on how they are implementing education, outreach, and monitoring. Guidance will be provided to jurisdictions prior to submittal of the 2012 Electronic Annual Report. The reporting is not intended to be significantly time-consuming. To further illustrate, here is an example of what could be reported to CalRecycle in the Electronic Annual Report regarding a jurisdiction's efforts to provide education, outreach, and monitoring to the multi-family sector: Annual outreach is provided to all multi-family units via a letter or bill insert or a site visit by a representative for the hauler. The hauler confirms that all multi-family units of five or more units have subscribed to recycling services, or, the hauler confirms X number are subscribing to recycling services and that Y number are not subscribing to recycling services. In addition, a representative for the hauler met with the on-site manager of all complexes not subscribing to recycling services to inform them of the requirement.

## **Compliance**

### **How will CalRecycle determine compliance with the Mandatory Commercial Recycling regulation?**

CalRecycle will continue to follow its historical process of reviewing jurisdictions' AB 939 compliance by focusing on program implementation. CalRecycle's Local Assistance and Market Development staff will continue to review the implementation of the local programs that the jurisdiction has chosen to implement, to determine if the jurisdiction has met the requirements. Additionally, CalRecycle will continue to rely on Electronic Annual Reports, annual staff jurisdiction site visits, and other information that the jurisdiction deems relevant.

### **If my jurisdiction already offers recycling to commercial and multi-family customers at no additional charge and we monitor participation rates, are we in compliance?**

If a jurisdiction already has a commercial recycling program that targets affected businesses and addresses the education, outreach, and monitoring components of the regulation, the jurisdiction would not be required to implement a new or expanded program. However, most jurisdictions will need to ensure that their program informs public entities and multi-family complexes about the state requirement to recycle under AB 341. In addition, depending on the program that the jurisdiction has for monitoring participation rates, the jurisdiction may need to add a component of informing those entities that are not recycling of the state requirement to recycle and how they can recycle in the jurisdiction.

### **Will a generation study be required to demonstrate compliance with the regulation?**

No, a generation study is not required to demonstrate compliance with the regulation.

### **How will jurisdictions and CalRecycle be able to evaluate the effectiveness of a program without data?**

CalRecycle will be measuring if the state as a whole is meeting the goal of reducing approximately 2-3 million tons of solid waste from the commercial waste stream by conducting statewide waste characterization studies in 2014 and 2019.

Regarding jurisdictions' compliance with the law, CalRecycle will take into consideration the reasons that a jurisdiction cannot provide data. However, jurisdictions should have some data to provide to CalRecycle in the Electronic Annual Report to demonstrate that they have conducted education, outreach, and monitoring activities. For example, jurisdictions should know (or have an estimate if the jurisdiction does not have a franchise system) how many businesses are located in the jurisdiction, and how many meet the threshold. The jurisdiction should also be able to determine or estimate the number of businesses that are recycling. The jurisdiction should also be able to report on how many businesses received outreach, education, and monitoring. If jurisdictions are making a good-faith effort to provide education, outreach, and monitoring and there are things outside of their ability to control, e.g., a hauler will not provide data on businesses that meet the threshold, then CalRecycle would take this into consideration. Just as is required in the AB939 review regarding implementing the Source Reduction and Recycling Element and Household Hazardous Waste Element programs, whether or not a jurisdiction has made a good-faith effort in complying with the commercial recycling requirement will be determined on a case-by-case basis.

### **How should jurisdictions collect information from businesses to determine compliance with the regulation?**

Typically, jurisdictions will utilize hauler information to assess if businesses are recycling. Jurisdictions also have the ability to place additional requirements on businesses. Jurisdictions will want to discuss approaches with their Local Assistance and Market Development contact in advance and report in the Electronic Annual Report their efforts at monitoring. It is important to note that the jurisdiction is not held accountable if a business chooses not to recycle, although the jurisdiction still needs to have outreach, education, and monitoring in place. The monitoring of businesses that are and are not recycling is not intended to be onerous for the jurisdiction. However, Local Assistance and Market Development staff will want to know if there are businesses that are not recycling so that CalRecycle staff can assist—as you may have heard in past webinars there are a lot of ways to get businesses, public entities, and multi-family complexes to recycle—and Local Assistance and Market Development staff would like to see how we can assist you in working with key businesses that are not recycling. Discuss your ideas with your Local Assistance and Market Development representative to get additional feedback and consider coordinating with any other neighboring jurisdictions for consistency.

### **Will CalRecycle issue a "Compliance Order" if my jurisdiction cannot demonstrate compliance with Mandatory Commercial Recycling requirements?**

Jurisdictions are required to implement outreach, education, and monitoring. CalRecycle will review each jurisdiction's compliance as a part of its review authorized under AB 939 pursuant to PRC 41825. As part of that AB 939 program review, a good faith effort determination can be reached based on the parameters identified in PRC 41850 and PRC 42649.3 (i), namely that all reasonable and feasible efforts have been made to implement its commercial recycling program.

If CalRecycle finds that a jurisdiction has failed to make a good-faith effort to implement a commercial recycling program, CalRecycle would initiate the compliance order process, just as is currently done as a part of the AB 939 review. CalRecycle will evaluate the jurisdiction's implementation of its outreach, education, and monitoring programs during its AB 939 review of the jurisdiction's Source Reduction and Recycling Element and Household Hazardous Waste Element. If the jurisdiction is found to not have made a good-faith effort in implementing its programs, possibly including its mandatory commercial recycling program, CalRecycle can place the jurisdiction on a compliance order, as part of the AB 939 review. If the jurisdiction fails to adequately meet the conditions of the compliance order, then CalRecycle could consider a penalty hearing, etc.

**The jurisdiction has a number of privately owned and operated transfer stations where self-haulers deliver commercial waste. Is it the responsibility of the facility owner/operator to ensure compliance with the regulation? Or does the jurisdiction need to establish an ordinance or landfill ban?**

The requirement is on businesses to ensure that they are complying with the law. Jurisdictions shall implement a program that includes education, outreach, and monitoring to targeted businesses. Jurisdictions also have discretion to implement landfill bans, ordinances, or other means to regulate commercial recycling consistent with their legal authority.

**All waste materials generated by the commercial sector in my jurisdiction are sent to a mixed waste processing facility (a.k.a. 'dirty MRF') whereupon materials are separated from general garbage for recycling. Is that system alone sufficient to comply with the regulation?**

No, the system alone is not sufficient, because the jurisdiction is still responsible for conducting education, outreach, and monitoring. Education, outreach, and monitoring ensure that businesses know about the state requirement to recycle and how they can recycle in the jurisdiction. Most communities that have a mixed waste processing system also offer source-separated collection for particular material types, and there is likely associated education. Additional options that may be available to businesses based on the jurisdiction include use of third party recyclers, self-haul, back-haul, and/or donation of recyclables. These communities would need to educate businesses about the state requirement to recycle and how they can recycle in the jurisdiction, e.g. using source-separated collection, mixed waste processing, or a combination of both. Monitoring efforts could include verification as to how the material is being processed at the materials recovery facility. For more information about mixed waste processing in relation to AB 341, please review the [Final Statement of Reasons](#) (PDF, 311 KB).

**Do we need to send commercial and/or multi-family waste to a mixed waste processing facility prior to landfilling to comply with the regulation?**

CalRecycle understands that each jurisdiction has its own unique set of circumstances and generators and is in a better position to determine what will work best to divert material from the commercial sector. The regulation provides flexibility and does not dictate how a jurisdiction must implement a program or that the material must be sent to a mixed waste processing facility prior to it being landfilled.

**Will CalRecycle consider availability of composting facilities and markets in its review?**

CalRecycle will consider availability of markets for collected recyclables, as well as availability of markets for organics.

## Enforcement

**Is there a requirement for local jurisdictions to enforce the regulation?**

No, the regulation does not require jurisdiction enforcement. The objective is to reduce greenhouse gas emissions by 5 million metric tons of carbon dioxide equivalent (MMTCO<sub>2</sub>E), which equates to roughly an additional 2 to 3 million tons of currently disposed commercial solid waste being recycled by 2020 and thereafter. This is considered a modest goal based on current recycling trends. It is anticipated that with the built-in flexibility, enough businesses, including multi-family dwellings, will start new recycling programs and/or expand upon existing programs to meet the greenhouse gas emission reduction goal.

Jurisdictions can choose to implement some type of local mandatory commercial recycling program to enforce business compliance. Approaches might include: 1) requiring businesses to participate in the recycling services that are already available in their city or county, 2) requiring businesses to use a mixed waste processing facility, or 3) implementing a mandatory commercial recycling ordinance or policy. In terms of overall policy and program design, mandatory commercial recycling programs can vary substantially. For example, the types and sizes of businesses and industry can vary, as can the amount and types of material generated per week, etc. Those regulated may include the hauler, business generators, or both. Some programs target specific business materials for recycling while others do not specify. The methods for monitoring and determining compliance and enforcing the ordinance can differ greatly depending upon a jurisdiction's resources, hauler arrangement, etc. The regulation is designed to offer as much flexibility as possible while still keeping on target to meet the greenhouse gas emission reduction goal.

**Is there an enforcement component for any entity in the regulation?**

CalRecycle will evaluate the jurisdiction's implementation of its outreach, education, and monitoring programs during its AB 939 review of the jurisdiction's Source Reduction and Recycling Element and Household Hazardous Waste Element. If the jurisdiction is found to not have made a good-faith effort in implementing its program, CalRecycle can place the jurisdiction on a compliance order.

**If a business or school generates over four cubic yards per week of commercial solid waste and refuses to subscribe to recycling service, do we need to take some enforcement action against the business (e.g. fine, notice of violation, etc.) to maintain the jurisdiction's compliance with the regulation?**

The regulation does not require enforcement. Jurisdictions are required to inform the business or public entity of the state requirement to recycle and how to recycle in the jurisdiction. However, a jurisdiction may choose to implement an enforcement program. Enforcement options that would be consistent with a jurisdiction's authority include, but are not limited to, a penalty or fine structure that incorporates warning notices, civil injunctions, financial penalties, or criminal prosecution.

### **Will local jurisdictions be required to fine customers for not participating in the program?**

No. Enforcement, including fines, is not a requirement. However, jurisdictions may choose, at their discretion and consistent with their legal authority, to use fines or other enforcement mechanisms.

### **If haulers are not a regulated party, how can jurisdictions and businesses be held accountable if the haulers are not required to provide services and/or report out to the jurisdictions?**

The legislation was developed to place the requirement on businesses to use any combination of recycling options, including subscribing to a recycling service, self-hauling recyclables, using a mixed waste processing facility, and/or allowing for the pickup of recyclables. It seems unlikely that a community would have no options for businesses to recycle. Additionally, the jurisdictions may establish their own requirements on haulers. Finally, as each jurisdiction's situation is unique, the assigned Local Assistance and Market Development representative will work with jurisdictions to assess their particular situation.

### **If my jurisdiction offers recycling through a franchised hauler and a multi-family property owner subscribes to the service, but the tenants do not participate in it, does the tenant, property owner, or jurisdiction receive the enforcement action?**

In order to answer this question, it is important to distinguish between different types of enforcement. Under AB 341, it is up to jurisdictions to have a commercial recycling program that consists of education, outreach, and monitoring. CalRecycle will evaluate each jurisdiction's education, outreach, and monitoring compliance using the same good-faith effort standard as used when reviewing the jurisdiction's AB 939 Source Reduction and Recycling Element and Household Hazardous Waste Element programs. CalRecycle will not be enforcing directly on businesses, so how the situation described above will be handled will depend upon the program that the jurisdiction has in place. For example, if the jurisdiction requires property owner participation, then it would be taking enforcement action against the property owner and be leaving it up to the property owner to deal with the tenant—most likely through a rental agreement provision.

The jurisdiction's Local Assistance and Market Development contact can assist the jurisdiction in developing effective education and outreach tools to maximize compliance by property owners and tenants. Also, please visit the Institute for Local Government's [commercial recycling website](#) for sample flyers and outreach materials that property owners can utilize to educate tenants.

### **[Mandatory Commercial Recycling Home](#)**

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Last updated: September 18, 2012

Climate Change: [http://www.calrecycle.ca.gov/Climate\\_Change/](http://www.calrecycle.ca.gov/Climate_Change/)

Contact: [climatechange@calrecycle.ca.gov](mailto:climatechange@calrecycle.ca.gov)

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Steve Devine, Program Manager

Re: Update on Single Use Bag/CEQA Request for Proposals

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

The attached Request for Proposals (RFP) was issued on December 17<sup>th</sup> and responses were due January 15<sup>th</sup>. The goal of this project is develop a model single use bag reduction ordinance for use by the JPA Members that currently do not have an ordinance – and that is believed to have a good chance of avoiding potentially costly legal challenge. The Marin Independent Journal recently ran the attached front page story and editorial on the “plastic bag ban” in unincorporated Marin County.

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

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

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

Responses to the RFP are currently being evaluated and the Single Use Bag Subcommittee (Nancy Mackle and Jim McCann) will be meeting soon to review proposals and potentially interview a firm or firms – with a goal of developing a recommendation to the Board which could include a proposed contract with a consultant identified from the RFP process. This could occur at the February 28, 2013 JPA Board Meeting. Authorizing a contract would require releasing some amount of contingency funds to fund the project because it is not currently in the FY 12/13 JPA budget.

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

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

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

## **Recommendation**

Receive and file this report.

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

Attachment.

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

F:\Waste\JPA\JPA Agenda Items\JPA 130124\Update on Single Use Bag CEQA.doc

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

**REQUEST FOR PROPOSALS (RFP)  
FOR  
DEVELOPMENT OF A MODEL SINGLE USE BAG  
ORDINANCE AND ASSOCIATED CALIFORNIA  
ENVIRONMENTAL QUALITY ACT ANALYSIS**



**Issue Date: Monday, December 17, 2012**

**Response Due: Tuesday, January 15, 2013**





The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) is seeking a qualified contractor to assist with the preparation of a model single-use carryout bag reduction ordinance and provide California Environmental Quality Act (CEQA) consulting services related to the adoption and implementation of said ordinance.

The JPA intends, but is not obligating itself, to select a firm to provide the consulting services described in this Request for Proposals (RFP). The JPA expects proposers to be well-versed in the legal issues surrounding carryout bag ordinances in other California local jurisdictions and State law requirements (AB 2449).

Deadline to submit a response is 4:00 p.m., Tuesday, January 15, 2012

Specific questions regarding this RFP should be sent via email to Steve Devine, Program Manager at [sdevine@marincounty.org](mailto:sdevine@marincounty.org) to ensure appropriate tracking and response.

## **JPA BACKGROUND**

The Marin County Hazardous and Solid Waste Management Joint Powers Authority (JPA) was formed in 1996 and is recognized as a Regional Agency by CalRecycle. The JPA membership consists of Marin County's eleven Cities and the County itself. The County of Marin has a single use bag ordinance (<http://www.co.marin.ca.us/ag/PlasticBags.cfm>) in effect for the unincorporated portions of the County, and the City of Fairfax enacted an ordinance by voter initiative: (<http://www.co.marin.ca.us/depts/RV/main/Measures/2008/Nov/MeasureC.pdf>). The remaining Member Cities do not have any ordinances.

## **PROJECT DESCRIPTION**

On behalf of its Members, the JPA is interested in developing a model single-use carryout bag reduction ordinance ("Ordinance") for consideration, revision, and potential adoption by its Members – other than those that currently have an Ordinance on the books. The JPA's intention is to conduct the CEQA analysis for the Ordinance and prepare an appropriate CEQA document such that each Member can use the document as part of the Member's consideration and potential adoption of an individual local version of the model Ordinance. As such, though the CEQA analysis would be conducted on a regional scale to capture all the JPA's Members, the results of the analysis should focus on case-by-case adoption of local Ordinances by the Members. The selected contractor will advise the JPA on the best approach to providing this type of CEQA analysis for the Ordinance.

Respondents to this RFP should propose a scope of work that includes an environmental analysis that would allow for some variation in local interpretation of the Ordinance, since each Member may wish to make changes to the model Ordinance. For example, one Member might seek to make the model Ordinance more stringent, while another might seek a phased-in approach, and still another might consider and adopt the Ordinance as drafted by the JPA. To achieve these ends, it may behoove the prospective consultant to conduct the environmental analysis with respect to a liberal application of the Ordinance, such that local changes to the Ordinance would result in less variation in potential environmental impacts.

The JPA wishes to conduct this CEQA analysis to minimize the potential for legal challenge to the Authority and the Members.

## **MODEL ORDINANCE DESCRIPTION**

The model single-use carryout bag reduction ordinance being contemplated (but with details still to be determined by the JPA Board) is anticipated to apply to all retail establishments, including grocery stores, department stores, retail businesses, and convenience stores (not restaurants). It would prohibit the distribution of carryout plastic bags and place a fee on carryout paper bags to be charged to the customer at the point of sale. Thus, only two types of carryout bags would be allowed to be distributed:

- Reusable carryout bags – made of various materials, including canvas, cotton, plastic, hemp and other plant fibers, etc.
- Paper carryout bags – will be required to contain at least 40 percent recycled content

Reusable carryout bags would be given away or sold in retail establishments. Retail establishments would be required to charge a fee at point of sale to all customers taking paper bags. The paper bag fee is intended to help cover the costs incurred by the business for providing paper bags and to deter customers from using paper bags, and encourage them to bring reusable bags.

The mechanics of enforcing such an Ordinance still needs to be determined, but in the case of Marin County and Town of Fairfax, enforcement is being done by Marin County's Agricultural Weights and Measures Division. Stores determined not in compliance with the ordinance would be subject to a citation process, including administrative fines and appeals set forth in each Member's municipal code.

## **DRAFT SCOPE OF SERVICES**

1. Kick off meeting to confer with the JPA on a project timeline, project description, information gathering, etc.
2. Preparation of a Model Ordinance for use by the Members that do not currently have a single use carryout bag reduction ordinance in place.
3. Conduct preliminary environmental review to determine what level of CEQA documentation is required. Preparation of an Initial Study in compliance with CEQA is assumed, unless preliminary environmental review determines that a categorical exemption will suffice. The Initial Study will adhere to the policies and procedures set forth in the Marin County Environmental Review Guidelines.
4. Prepare one of the following CEQA documents based on the results of the Initial Study:
  - a. Negative Declaration;
  - b. Mitigated Negative Declaration; or
  - c. Environmental Impact Report (would require an amendment to the scope of services and budget)

Typical deliverables would include CEQA documents (administrative drafts included), technical papers and reports, telephone consultations, e-mail or written memo communications, technical descriptions, interpretations, and other deliverables as requested and deemed necessary by the JPA. The selected consultant will contact the Marin County Environmental Planning Manager to discuss the process and findings of the preliminary environmental review prior to preparing a CEQA document.

## **DRAFT TIMELINE**

- December 17, 2012 RFP issued
- January 15, 2013 RFP responses due
- January 24, 2013 Update to JPA Board on project
- Late January/early February selection process
- February 21, 2013 JPA Board considers authorizing contract
- March 1, 2013 commence work
- April 2013 consultant submits recommended Model Ordinance
- April/May 2013 JPA review of proposed Model Ordinance
- May/June 2013 consultant submits preliminary environmental review
- May/June 2013 commence selected level of CEQA analysis
- TBD. Model Ordinance and accompanying completed CEQA analysis available for use by Member Cities

## **PREPARING A PROPOSAL**

### ***Respond by the Numbers***

Please provide information on the numbered items below. Be sure to respond by number and item in order. After each item number there is a description or examples of interest to the JPA. Proposers are encouraged to provide any information that is pertinent to the item. Do not change the numbering sequence. A brochure or product demo is not acceptable, but can be referenced as supplemental material.

1. Introduction. Provide a brief description of your firm, resumes of pertinent staff, contact information for the point person from your firm, experience in the industry, number of years developing CEQA analysis and/or model ordinances. Describe your experience working specifically with carryout bag ordinances and associated CEQA analysis. Include company name, address, contact name, title, phone number, fax number, and email address. Also identify any subcontractors you intend to use and their particular specialty, along with inclusion of resumes.
2. Current Clients and References: Submit a list of no more than three current or recent clients. Be sure to include references pertaining to any CEQA work related to single use carryout bag reduction ordinances. Provide full contact information.
3. Given the information available to you at this time, describe your recommended level of CEQA analysis and your vision for the steps in the process. If possible, include citations to recent court decisions that support the recommended level of CEQA analysis.
4. Provide a sample Scope of Services, which at a minimum addresses the needs noted above in the “Draft Scope of Services” section.
5. Timeline. Provide your own version of what you believe to be a realistic timeline – that at a minimum addresses the items noted above in the “Draft Timeline” section. The JPA is interested in garnering information from what you propose as reasonable dates for project deliverables once the project starts – and those dates do not necessarily need to be those that we have provided in the “Draft Timeline” section above.
6. Budget. Provide a budget specific to this project which includes budget allocations and lists in detail the services proposed to be provided in connection with this project. The budget should include pricing for each possible type of CEQA document that might be prepared. Include staff time, materials, reporting, etc. Be sure to incorporate time to meet with the JPA Board and any Subcommittees of the Board. Please also provide your time

and material rates – as there may be a desire for individual Members to utilize a contractor's services on an as-needed basis independent of the work being contemplated herein by the JPA.

## **PROPOSAL REQUIREMENTS**

All proposals shall be submitted in writing and be in accordance with the requirements of this RFP. Deviation from said requirements may result in rejection of the proposal. **Five (5) double sided copies of the proposal and an accompanying CD containing a single PDF of the complete proposal shall be delivered to the following address by 4:00 p.m. by Tuesday, January 15, 2013:**

**Marin County Hazardous and Solid Waste Management  
Joint Powers Authority  
Attn: Steve Devine  
899 Northgate Drive, Suite 100  
San Rafael, CA 94903**

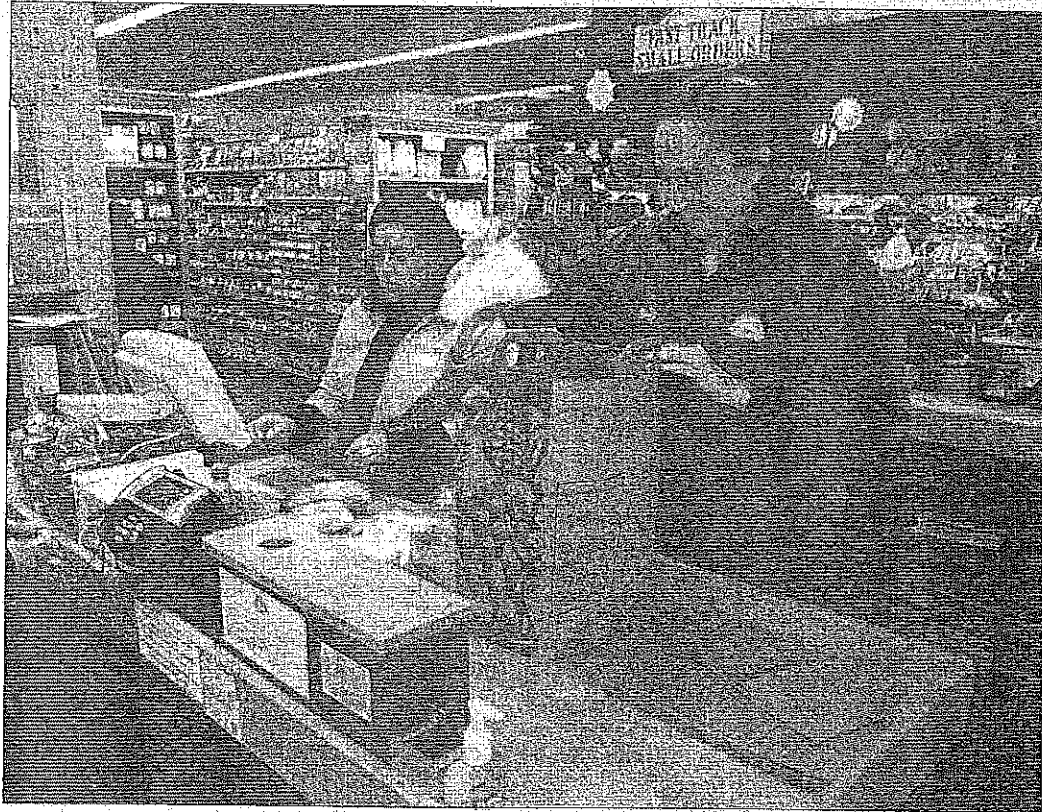
Proposals received after the required submittal date will be rejected. Information and clarifications WILL NOT be accepted after the required submittal date unless specifically requested by the JPA. Telephone or telephone proposals WILL NOT be accepted. Proposals delivered via fax WILL NOT be accepted. Letters of transmittal are not required and WILL NOT be considered a part of the proposal. Each copy of the proposal shall be clearly labeled to identify the name and address of the Proposer. Each proposal shall be dated and shall be printed on 8 ½ inch by 11 inch size paper, printed double sided on at least 30% post-consumer recycled paper. Each page shall be numbered and fully legible. Proposers shall label one unbound version of the five copies as "Original" which shall govern in the event of any inconsistency among copies of the proposal.

All documents requiring signature shall be the signature signed by a person authorized to commit the Proposer to the proposal and to execute agreements on behalf of the Proposer.

Proposers are notified that costs of preparing and submitting proposals and the risks associated therewith shall be borne solely by the Proposer. No compensation will be provided to Proposers for work performed or costs incurred during the preparation, submittal or evaluation of proposals and in the execution and delivery of an agreement awarded as result of this RFP. Proposals shall become property of the JPA.

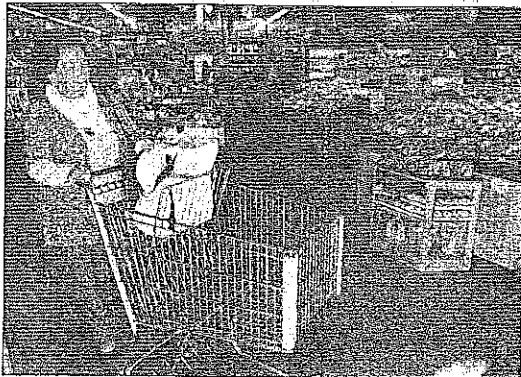
Ordinance making a difference  
after one year, say some residents

# Strong support for plastic bag ban



Ujphotos/Frankie Frost

Kelly Aguirre, assistant customer service manager at Woodlands Market, puts groceries into a paper bag on Sunday in Kentfield. Patricia Mejia (left) works the register. Plastic bags have been banned in unincorporated Marin County since Jan. 1, 2012. Below: Joan Flood leaves Woodlands Market with her groceries in a reusable canvas bag.



By Janis Mara

Marin Independent Journal

Kate Robertson hates plastic bags, and she wants you to know it. The Novato resident carries 10 recyclable bags in her car and says plastic is a leading cause of sea turtle mortality. Not surprisingly, she's happy with the year-old ban on plastic grocery bags in unincorporated Marin — and she's not alone.

Based on comments from grocers, shoppers and county officials, the ban is working out well: Local shoppers had only good things to say. Grocers had just a few tangential concerns, basically approving of the ban that went into effect Jan. 1, 2012 forbidding plastic bags at checkout stands in retail markets in Marin's unincorporated areas.

It appears that the ban may have reduced the number of plastic bags in the landfill.

See **ORDINANCE**, page 2

## ORDINANCE: Plastic bag ban gets positive comments

From page 1

"Lately we don't see too many plastic bags," said Nelson Alcantara, who does customer service at the Marin Resource Recovery Center. "I've been here a long time. We can see the difference."

The ban affects 42 grocery stores, 100 percent of which are in compliance. No fines have been issued since the ban went into effect, said Stacy Carlsen, Marin County's agricultural commissioner. Carlsen's office is in charge of enforcing the ban.

The commissioner's field staff visited each of the stores after the ban passed to educate them on the rules, Carlsen said.

"Each business had questions about some parts. They all thought it included produce. We said no, it's just the plastic bags when customers check out," Carlsen said. "In the end, they all became compliant. We're pretty happy."

Under the edict, shoppers can bring their own bags or pay five cents for a paper bag. Shoppers approached by the IJ at Marin grocery stores in unincorporated areas were unanimous in their praise.

"I think it's a good idea. I do not want to contribute to that big swirl in the ocean, and every little bit helps. I don't mind a bit," said Joan Flood of Kentfield as she wheeled her cart out of Woodlands Market in Kentfield Sunday. Flood was referring to a giant garbage patch in the central North Pacific Ocean with high concentrations of plastics and chemical sludge.

"It's (the ban) inconve-

nient for me — and I approve," said Susan Lawson of San Rafael as she scrutinized an avocado at the Santa Venetia Market. "We have to get rid of plastics."

"Now if they would just hand out memory pills, it would be a big service. I have bags in my car, but I always forget them," Lawson said. "I know others with the same problem. Maybe we should tie them around our necks."

Rosina Wilson usually brings reusable bags to the grocery store, but when she forgets, she makes the most of the paper bags she buys. "When I use store bags, I reuse and recycle them as many times as possible in the house, then I use them to bundle up garden scraps and hold soil," Wilson said.

The Marinwood resident doesn't have strong feelings for or against the ban, she said as she rolled her shopping cart to her car outside Marinwood Market. The cart held a repurposed green plastic bag labeled, "Mendocino County," something Wilson, a wine writer, picked up in the line of duty.

Grocers also had good words about the ban on its one-year anniversary.

"It's going well. A lot more people are bringing their own bags in," said Kelly Aguirre, assistant customer service manager at Woodlands Market.

"We're still paying for the (paper) bags, and we donate the entire five-cent fee to green programs at Ross and Kentfield schools," Aguirre said.

"It's (the ban) fine for us. It's one less thing to worry about and takes up less space in the back

room," said Chris Kettler, manager of the Marinwood Market. "And of course we're supportive of the environmental side."

"It saves us money because we don't have to buy plastic bags," Kettler said. "The only thing we don't like is that it's not a countywide ban. Some customers still want plastic bags," and those customers might shun Marinwood and go to stores that still offer them, he said.

"I completely support the ban," said Scott Day, owner of the Santa Venetia Market. "Most of our customers rejected it at first or were confused, but within a week they were coming in with their bags and seeing it as no big deal."

The ban saves Day money, he said.

"The large-handled bags people use are 10 cents each and if you double them, that's 20 cents. Multiplied by the number of customers, that's a lot of money," the grocer said.

Like Kettler, Day said his only concern is that the ban is not countywide.

"I would say 95 percent of the customers are fine with it," but 5 percent are not, Day said. "A lot of people think we're making it up."

In response, Carlsen said, "The county's taking the lead to show other jurisdictions that it can be done." He added: "It shows a good leadership role by the county supervisors and the businesses that are embracing it and stepping it up."

The agricultural commissioner said, "We really appreciate businesses un-

derstanding the situation and recognizing that it's a good idea to get plastics out of the environment. They've played a big part, and the department and the county really appreciate it." He said the city of San Rafael is discussing instituting a similar ban.

Marin County Supervisor Judy Arnold said, "From what I hear, many stores in incorporated areas are considering doing this as well. I think this was a big success."

"This has caused everybody to change their habits," Arnold said. "Now you keep your bags in the car and you know to take one in with you, and it really has had a good outcome for the environment."

Supervisor Susan Adams, one of the champions of the bag ban, said, "I can't help thinking about my colleague, (the late Supervisor) Charles McGlashan, who was committed to living responsibly on our planet and who worked hard to make this happen in Marin."

"Because of the ordinance, it is no longer uncommon to see people bringing their own bags into the grocery stores and doing their part to keep plastics out of the ocean and the landfill," Adams said. "It was a small, but important step in creating a culture change."

Or, in the words emblazoned on one of shopper and environmentalist Robertson's canvas bags, "Paper or plastic? — Neither."

Contact Janis Mara via email at [jmara@marinij.com](mailto:jmara@marinij.com). Follow her at [Twitter.com/jmara](https://twitter.com/jmara).

## **Editorial: Plastic bag ban at Marin grocery stores is working**

*Posted:*

marinij.com

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A YEAR HAS passed since the ban on plastic bags at 42 grocery stores in Marin's unincorporated areas took effect.

What seemed a radical idea just a few years ago is now part of the mainstream, with more cities and counties following suit.

The threat of bullying lawsuits by industry groups has diminished and no longer is a factor because cities and counties refused to be cowed.

In Marin, consumers and retailers have gotten used to the program and seem largely supportive. Not everyone, of course, for different reasons, but the county is pleased with compliance and the result.

Fewer plastic bags are showing up at the landfill, which is encouraging. "I've been here a long time. We can see the difference," said Nelson Alcantara at the Marin Resource Recovery Center.

The program isn't perfect. Many grocery stores are exempt because they are in the limits of one of Marin's 11 incorporated cities and towns. Of course, those grocery stores could do what United Markets in San Rafael and other stores have done and voluntarily stopped providing plastic bags at their check-out stands. The law also only applies to grocery stores.

Paper bags aren't environmentally perfect, which is what shoppers get (and pay for) if they forget to bring their own bags to the grocery store. Paper bags also aren't cheap. Retailers charge customers 5 cents for a paper grocery bag.

But Marin's law is working and was a good first step. It has encouraged consumers to change their bag behavior (piles of reusable bags are a common sight in cars in the county). For some, cool reusable bags provide another opportunity to make a fashion or political statement.

Supervisor Susan Adams, who along with late Supervisor Charles McGlashan pushed for Marin's law, is pleased with the result after a year. "It was a small, but important step in creating a culture change," Adams said.

She's right. It also is a step that all the cities and towns in Marin need to take so the entire county is on the same page when it comes to plastic bags at grocery stores.



# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Steve Devine, Program Manager

Re: Update on Zero Waste Outreach Request for Qualifications

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

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

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

A Request for Qualifications (RFQ) for assistance with zero waste outreach was issued on October 24, 2012 with responses due November 21, 2012. The RFQ was distributed to over seventy local firms and eleven responses were received. Consistent with the JPA Board approved selection process – a screening committee which included Local Task Force (LTF) members Patty Garbarino and Renee Goddard reviewed all the responses and recommended three firms for interview.

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

Interviews were conducted January 10, 2012 by a panel including the JPA Board Chair Nancy Mackle, LTF Chair David Green, and an outside agency solid waste representative Nicole Forte from the West Contra Costa Integrated Waste Management Authority.

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

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

The panel has identified a firm with which a proposed contract is currently being developed – and will be brought before the JPA Board for your consideration at the February JPA Board Meeting. Funds for this work are included in the current JPA budget.

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

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

## **Recommendation**

Receive and file this report.

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

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Michael Frost, Executive Officer

Re: Updated JPA Staffing Contract with County

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

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

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

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

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

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

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

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

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

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

The Marin County Counsel Office is acting as legal counsel for both the JPA and the County of Marin in this agreement. The contract was approved to form by two Deputy County Counsels. Nancy Grisham reviewed and signed as the JPA's Attorney, and Mari-Ann Rivers reviewed and signed as legal counsel for the County of Marin. The Executive Committee reviewed the staffing agreement at their October 25, 2012 meeting and recommended adoption by the JPA Board.

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

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

## **Recommendation:**

The Executive Committee recommends your Board approve the attached contract between the JPA and County of Marin for staff services and associated rent for staff work.

Attachment.

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## **AGREEMENT**

THIS AGREEMENT, regarding staff services for Waste JPA is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS' AUTHORITY, hereinafter referred to as "Authority".

### **WITNESSETH:**

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

#### **1. SCOPE OF WORK**

Authority agrees to engage County and County agrees to administer and manage the Articles 6.1 and 6.2 services that are described as the revised Marin County Hazardous Materials and Solid Waste Programs and are set forth in the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement (Revised Waste JPA Agreement), attached hereto as Exhibit "A".

#### **2. TERM OF AGREEMENT**

The term of this Agreement shall commence on December 1, 2012 and shall continue through June 30, 2020. Upon mutual agreement between the parties, this Agreement may be renewed for successive periods. Any contract extension of this Agreement beyond June 30, 2020 shall be completed in writing by April of each preceding fiscal year.

#### **3. COUNTY TO PROVIDE STAFF FOR AUTHORITY AND AUTHORITY PROGRAMS**

The County Department of Public Works shall provide Authority with staff to perform the services agreed upon in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement. The staff services and associated rent for staff work areas shall be a set contract amount approved by the Authority Board of Directors via the annual budget setting process for the Authority. The costs to the Authority for County Staff and rent are a fixed amount and shall be designated line items in the Authority annual budget.

#### **4. AUTHORITY WORK PLAN AND BUDGET**

Authority shall adopt an Annual Budget by June 30th of each fiscal year. This process shall follow the historic methodology in which the County will present a proposed budget and work plan to the JPA Executive Committee for initial review. Following the Executive Committees review, the budget will be forwarded to the full Authority Board for final approval. The budget and accompanying staff report shall include language that identifies specific programs and contracts to be funded, and also identifies optional Article 6.2 programs that will be administered and considered part of the Authority's work plan.

## 5. COUNTY PERFORMANCE AND REPORTS

County shall manage the daily activities of the Authority; staff the Authority Board of Directors and Executive Committee (generally six regular meetings per year) and prepare agenda packets; monitor, oversee and evaluate service contracts, renegotiate them as they expire; coordinate with other agencies, provide legal counsel on issues related to Authority, prepare and administer Authority annual budget; coordinate annual audit; prepare and submit annual report to the California Department of Resources Recycling and Recovery pursuant to the California Integrated Waste Management Act (AB 939); stay current with legal and programmatic changes affecting Authority programs; and represent the Authority with the media, member agencies, and other governmental agencies and residents.

## 6. DESIGNATION OF COUNTY DEPARTMENT OF FINANCE AS AUTHORITY TREASURER

Pursuant to Article 9.2 of Marin County Hazardous and Solid Waste Joint Powers Agreement, (Exhibit A), the Authority appoints the County Department of Finance as Treasurer of the Authority. The Treasurer shall fulfill all obligations set forth in Article 9.2 of the revised JPA Agreement including but not limited to.

Article 6.1 Receipt of Funds: Authority shall receive all funds of Authority and direct the Treasurer to deposit them in a separate trust fund account, established for the Authority

Article 6.2 Disbursements: As set forth in Article 6.2 Treasurer shall pay all sums due from Authority from Authority funds, upon presentation of claims by a designated County staff representative or by the Authority Chairperson.

## 7. PAYMENT TERMS

The County shall journal staff costs twice a year to pay for budgeted staff and rent costs. A separate budget fund account shall be established for the County division, currently known as the Office of Waste Management, for deposit of Authority funds for this purpose.

## 8. AVAILABILITY OF FUNDS

Funding for programs outlined in Exhibits A is allocated from federal, state or local funds and/or generated from tip fees, permit fees, grants or other resources. Funds shall be allocated on an annual basis to cover the contract services. Funding shall be consistent with the programs as outlined in the annual budget approved by the Authority Board of Directors.

## 9. COUNTY AS INDEPENDENT CONTRACTOR

The parties hereto agree that County (including County's agents, servants and employees) is not an employee of the Authority and nothing in this agreement shall be construed as creating the relationship of employer/employee. County shall assume full responsibility for the actions of its employees as related to the services provided under this Agreement. The Authority shall not supervise the County's employees in the performance

of their duties, but shall look to the County for contract performance related to the programs set forth in Paragraph 5 and Exhibit "A" of this contract, and the annual budget.

#### 10. ASSIGNABILITY

County shall not assign any portion of the Agreement services except with the previous consent of the Authority. No such consent shall be construed as making the Authority a party to the subcontract or subjecting the Authority to liability of any kind to any subcontractor or assignee. No assignee shall, under any circumstances, relieve the County of its liability and obligation under this Agreement.

It is expressly acknowledged that Authority has previously approved and signed a long term agreement with the City of San Rafael to administer a Household Hazardous Facility operated in San Rafael that is funded via the Authority's annual budget.

#### 11. ANTI-DISCRIMINATION

In the performance of the terms of this agreement, County shall not engage in unlawful discrimination against any individual based on race, color, religion, nationality, sex, sexual preference, age, or handicapped condition or any other protected classification. The parties hereto acknowledge the applicability of Section 504 of the Federal Rehabilitation Act (29 USC 794) and the provisions of the Americans with Disabilities Act (42 USC 12101, et seq.) to each of them, and agree that in the unlawful discrimination against any otherwise qualified individual with a disability is prohibited in the performance of this contract.

#### 12. INDEMNIFICATION

Indemnification shall be as set forth under Article 10 of the revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as "Exhibit A."

#### 13. LAWS AND REGULATIONS

County shall perform all services in accordance with all applicable federal, state and local, laws and regulations.

#### 14. AUDIT OF BOOKS AND RECORDS

Following completion of this Agreement, Authority may undertake an independent audit and/or evaluation of the County's records, accounts, expenditures and program activities related to this Agreement at its own expense. County agrees to furnish all items necessary to complete said audit and/or evaluation subject to restrictions on confidentiality and limited to the expenditure or receipt of program funds and program quality. The County shall maintain such records as are necessary to verify all hours worked and expenses incurred and such records shall be available for inspection at all reasonable times during the term of this Agreement and for three (3) years following final payment to the County.

#### 15. SEVERABILITY

If any provision of this Agreement is held invalid all other provisions of this Agreement shall remain in full force and effect.

**16. MODIFICATIONS AND AMENDMENTS**

This Agreement may be modified from time to time upon mutual agreement in writing by and between Authority and County.

**17. ENTIRETY OF AGREEMENT**

This Agreement and its exhibits and attachments constitute the entire agreement as to the matters addressed herein. All previous agreements, proposals, presentations, promises, understandings and negotiations, whether written or oral, relative to matters addressed in this Agreement are hereby superseded except to the extent that they are incorporated into this Agreement or as otherwise provided in this Agreement. No modification, amendment, supplements to or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by the parties.

**18. TERMINATION**

It is expressly understood that either party shall have the right to terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Upon termination, Authority agrees to pay COUNTY for all services performed prior to termination which are included in the Scope of Services, Paragraph 1 of this Agreement.

Except as provided herein, all other provisions of the revised County Hazardous and Solid Waste, Joint Powers Authority remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

**COUNTY OF MARIN**

By \_\_\_\_\_

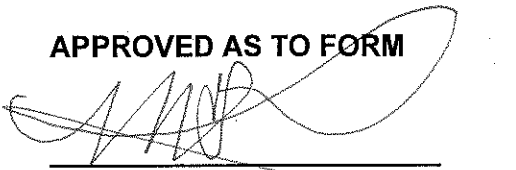
President of the Board of Supervisors

**APPROVED AS TO FORM:**



County Counsel

**APPROVED AS TO FORM**



County Counsel

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

By \_\_\_\_\_

Chair

# EXHIBIT A

## REVISED HAZARDOUS AND SOLID WASTE JOINT POWERS AGREEMENT COUNTY OF MARIN

This Agreement is entered into this 1st day of July, 1996 pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the following parties: The County of Marin (hereafter referred to as the "County"), the Cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito, and the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon (hereafter collectively referred to as the "Cities and Towns"), which are all within the County of Marin.

### PREAMBLE

The principle objectives of the agencies signatory to this Agreement are as follows:

A. Scope of the Agreement. The principle responsibilities of the new Authority, established by this Agreement, are to meet the goals of the Source Reduction and Recycling Element mandated by State Public Resources Code Sections 40900 to 43000 and the adoption and implementation of the Household Hazardous Waste Element required by Sections 25135 to 25135.8 of the Health and Safety Code.

Responsibilities for programs in the Certified Unified Program Agency (CUPA), which include the Hazardous Materials Business Plan Program, Risk Management and Prevention Plan Program, Aboveground Storage Tank Program, Underground Storage Tank Program, the Hazardous Waste Generator Program and the Tiered Permit On-Site Treatment Program, are to be managed as provided for by state law. The City of San Rafael will continue to administer its own CUPA programs. The County will administer these programs for the remaining Cities and Towns.

Operation of a household hazardous waste collection program is also mandated by state law. The County, the Cities and Towns will establish a local program that is available to their residents.

B. Limiting Membership in the Authority. Membership in the Authority will be limited to the County, the Cities and Towns. The districts included under the previous agreement are not signatories to this agreement and will not serve in any governing role. Representatives of the districts would continue to be included on the AB 939 Local Task Force.

C. Governing Structure. The day-to-day administration of the Authority will be vested with an Executive Committee responsible to the Board of Directors for the administration and management of Authority affairs. The Executive Committee will be comprised of the Chair and Vice Chair of the governing Board plus three Board members from the County, the City of San Rafael and the City of Novato.

The Board of Directors shall be comprised of one representative for each member agency. The Board member may be a member of the agency's City/Town Council or Board of Supervisors or the agency's staff.

A majority of the members of the Board of Directors will constitute a quorum for purposes of conducting business, and a majority of a quorum will be authorized to act on behalf of the Authority.

D. AB 939 Local Task Force. The Board will establish and be advised by an AB 939 Local Task Force, whose composition, duties and authority are specified in Public Resources Code Section 40950. The Task Force will include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established in this Agreement.

If a conflict between this preamble and the specifications contained in Article 1 through Article 17 is presented, it is the intent of this Agreement that the Articles are to be considered determinative.

## ARTICLE 1: FACTS AND DECLARATIONS

### Solid Waste Management

WHEREAS, Sections 40900 to 43000 of the State Public Resources Code requires the County and each of its Cities to prepare, adopt, and implement source reduction and recycling elements and requires the County to prepare a county-wide siting element and a county integrated waste management plan; and

WHEREAS, the County, Cities, and Towns believe it would be to their mutual advantage and the public benefit to coordinate their power and authority to implement integrated waste management programs which meet the waste management requirements of State law; and

### Hazardous Waste Management

WHEREAS, Government Code Section 66780.8 and Health and Safety Code Section 25135 through 25135.8 establishes a planning process and requirements for the preparation, adoption, amendment, administration, and enforcement of County hazardous waste management plans; and

### Existing Solid Waste Management System

WHEREAS, an effective system of solid waste collection, recycling, diversion and disposal currently exists within the county involving the franchised waste haulers.



#### Role of Districts

WHEREAS, the Sanitary Districts of Almonte, Alto, Homestead Valley, Las Gallinas, Novato, and Ross Valley, and the Community Service Districts of Marin City and Tamalpais, and the Bolinas Community Public Utility District, and the Strawberry Recreation District and the Stinson Beach County Water District (hereafter collectively referred to as the "Districts") play a role in the regulation of the existing solid waste management system and will continue to exercise responsibilities in the effort to fully comply with State solid waste diversion goals; and

WHEREAS, the County, Cities and Towns acting through this Agreement intend to strengthen the existing solid waste management system in the operation and development of future waste management activities; and

#### Joint Planning and Implementation

WHEREAS, the County, Cities and Towns believe that many of the programs and facilities described in the above mentioned elements and plans will be both long-term and most cost-effectively provided on a multi-jurisdictional or county-wide basis; and

WHEREAS, the County, Cities and Towns believe that a separate, special purpose agency responsible for, and capable of, preparation, adoption, revision, amendment, administration, and enforcement of the Marin County Integrated Waste Management Plan and, the Marin County Hazardous Waste Management Plan (hereafter referred to as the "Plans"), and planning, financing, implementing, managing, and maintaining of the related programs would be most cost-effective on a County-wide basis; and

WHEREAS, the Joint Exercise of Powers Act (Government Code Section 6500 et seq.) provides for joint action by two or more public agencies, and Public Resources Code section 41823 authorizes a city or county or agency formed under a joint exercise of powers agreement for the purpose of preparing and implementing source reduction and recycling elements on a county-wide integrated waste management plan; and

WHEREAS, it is the intent of the contracting agencies to utilize these statutory authorizations in this Agreement; and

Public Involvement

WHEREAS, the County, Cities and Towns intend to encourage ongoing community involvement in the development and implementation of future solid and hazardous waste activities by utilizing an AB 939 Task Force, advisory committees, community meetings, and other similar mechanisms to obtain public participation in these activities; and

Legislation and Markets

WHEREAS, the County, Cities and Towns intend to actively promote markets for recycled materials and advocate legislation which furthers the reduce, reuse, recycle hierarchy; and

Promoting Cost Effective Programs

WHEREAS, in the planning and implementation of countywide programs, the County, Cities and Towns intend to give particular attention to the cost-effectiveness of programs; and

Sharing Of Costs In An Equitable Manner

WHEREAS, it is the intent of the County, Cities and Towns that costs for planning and implementing solid and hazardous waste programs will be based on a fair and equitable allocation system that considers previous investments of each member, the relative benefits to each member and the actual cost of service; and

NOW, THEREFORE, the Agencies agree as follows:

ARTICLE 2: DEFINITIONS

Certain words as used in this Agreement shall be defined as follows:

- A. "Agencies" shall mean the County, Cities and Towns.
- B. "Agreement" shall mean this agreement that establishes the County of Marin Hazardous and-Solid-Waste Joint Powers Authority.
- C. "Authority" shall mean the County of Marin Hazardous and Solid Waste Joint Powers Authority.
- D. "Board" shall mean the governing body of the County of Marin Hazardous and Solid Waste Joint Powers Authority.

- E. "County" shall mean the County of Marin.
- F. "Cities" shall mean the cities of Belvedere, Larkspur, Mill Valley, Novato, San Rafael, and Sausalito.
- G. "Towns" shall mean the Towns of Corte Madera, Fairfax, Ross, San Anselmo, and Tiburon.
- H. "Executive Committee" shall mean the committee composed of the Chair and Vice-Chair of the Governing Board plus three additional members of the Governing Board as appointed by the Governing Board.
- I. "Hazardous Waste Facility" shall mean a facility which includes all contiguous land and structures used for the handling, treating, recycling, storing or disposing of hazardous wastes.
- J. "Members" shall mean the County, Cities or Towns which are signatories to this Agreement.
- K. "Quorum" shall mean a majority of the Board Members.

### ARTICLE 3: PURPOSE

#### 3.1 Purpose of Agreement

The purpose of this Agreement is to establish a public entity separate from the County and each of the Cities and Towns. This public entity is to be known as the County of Marin Hazardous and Solid Waste Joint Powers Authority (hereafter referred to as the "Authority").

#### 3.2 Purpose of Authority

The purpose of the Authority shall be to comply with Sections 40900 to 43000 of the Public Resources Code, Section 66780.8 of the Government Code and Health and Safety Code Sections 25135 through 25135.8.

- a. Prepare, adopt, revise, amend, administer and enforce hazardous waste and solid waste plans.
- b. Plan, finance, implement, manage and/or monitor multi-jurisdictional or county-wide programs and facilities related to the plans.
- c. And other new requirements imposed on the member agencies by future acts of the State or Federal Government as agreed by the member agencies.

### 3.3 Member Programs

It is recognized that members, such as the City of San Rafael, operate required programs outside the scope of this Agreement, such as administering a hazardous materials and an underground storage tank program and other programs covered by the Certified Unified Program Agency (CUPA).

## ARTICLE 4: CREATION OF MARIN COUNTY WASTE MANAGEMENT AUTHORITY

### 4.1 Creation of Authority

There is hereby created by the County, Cities and Towns of Marin the Marin County Hazardous and Solid Waste Management Authority to exercise in the manner set forth in this Agreement the powers common to each of the Agencies.

### 4.2 Separate Entity

The Authority shall be a public entity separate from the Agencies. Pursuant to Government Code Section 6503.5, notice of the Agreement shall be filed with the Secretary of State within 30 days of this Agreement's effective date. Pursuant to Government code Section 6508.1 the debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities or obligations of any parties to the Agreement.

## ARTICLE 5: POWERS OF THE AUTHORITY

### 5.1 General Powers

The Authority shall have any and all powers authorized by law to the parties and may:

- a. Prepare, adopt, revise, amend, administer and enforce the provisions of the Plans;
- b. Evaluate and recommend programs designed to achieve compliance with AB 939 in a cost effective manner;
- ~~c. Implement those programs for member agencies that choose to participate under section 6.2 of this Agreement;~~
- d. Advise the members on issues related to regional hazardous and solid waste facilities and programs;
- e. Advocate the interests of the members related to regional hazardous and solid waste facilities and programs with local, state and federal officials;
- f. Plan for regional hazardous and solid waste facilities and programs;
- g. Develop regional hazardous and solid waste programs;

- h. Develop markets for the reuse of recyclable materials;
- i. Contract for the operation of regional hazardous and solid waste facilities and programs;
- j. Regulate rates of regional hazardous and solid waste facilities and programs;
- k. Advise on matters of hazardous and solid waste rates and charges.

Nothing in this Agreement shall be construed to authorize franchise of solid waste collection.

## 5.2 Specific Powers

In carrying out its general powers granted pursuant to the statutes noted in Section 5.1, the Authority is hereby authorized to perform all acts necessary for the exercise of said powers which may include but are not limited to the following:

- a. Adopt ordinances and resolutions,
- b. Monitor performance,
- c. Make and enter into contracts,
- d. Apply for and accept grants, advances, and contributions,
- e. Employ or contract for the services of agents, employees, consultants and such other persons or firms as it deems necessary,
- f. Conduct studies,
- g. Acquire, hold or dispose of property,
- h. Sue and be sued in its own name,
- i. Appoint and retain legal counsel as necessary to fulfill its powers, duties and responsibilities under this Agreement
- j. Incur debts, liabilities or obligations subject to limitations herein set forth,
- k. Levy and collect fees and charges, including administrative and operating costs, as provided in this Agreement or by law, against all entities to which the Agreement or law applies,
- l. To adopt, as authorized by law, ordinances or resolutions necessary to carry out the purposes of this Agreement,
- ~~m. Issue bonds, subject to the provisions and limitations of the Government Code of the State of California,~~
- n. Adopt annually, by July 1 of each fiscal year, an annual workplan and corresponding budget setting forth all administrative, operational and capital expenses for the Authority, and
- o. Implement the programs authorized in Article 6, and
- p. Indemnify the member agencies pursuant to Article 10.

### 5.3 By-Laws

The Board may adopt from time to time such policies, procedures, by-laws, rules or regulations for the conduct of its affairs as may be required.

## ARTICLE 6: PROGRAMS OF THE AUTHORITY

### 6.1 Basic Programs of the Authority

It is agreed that the following functions will form the basic minimum programs to be undertaken by the Authority on behalf of all of the member agencies.

- a. Administration. Administrative functions of the Authority as related to this section.
- b. Planning. Preparation, amendment, administration and monitoring of the county-wide portions of the AB939 plans. This includes: the Source Reduction and Recycling Element, the Household Hazardous Waste Element, the Solid Waste Facility Siting Element, the Non-Disposal Facility Element and the Countywide Integrated Waste Management Plan.
- c. Monitoring and Reporting. Comply with the requirements of the various identified statutes to maintain and report on efforts to meet the waste diversion goals of State law.
- d. Compliance Review. Develop, evaluate and recommend various programs designed to bring about compliance with AB 939 requirements for member agencies that choose to participate under section 6.2.
- e. Legislation. Track legislation pertaining to hazardous and solid waste issues and recommend position statements to the Board of Directors.

### 6.2 Agency Election to Participate in Authority Programs

Except for the basic programs listed in Section 6.1 above, member agencies may, by formal action of their governing boards, choose whether or not they wish to participate in and fund programs to be developed by the Authority.

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### 6.3 Contract with County and/or Others

The Authority intends to contract with the County and others to perform the programs as listed in Section 3.2, "Purpose of Authority" and the "Basic Programs" of the Authority listed in Section 6.1. of this Agreement.

## ARTICLE 7: ORGANIZATION OF AUTHORITY

### 7.1 Members

- a. The County, Cities and Towns may enter into this Agreement by July 1, 1996.
- b. The County, and any City or Town may be considered for membership in the Authority after July 1, 1996, by presenting an adopted resolution to the Board which includes a request to become a member of the Authority and Board and upon a majority affirmative vote of a quorum of the Board accepting the County, City or Town and upon payment of any charges and upon satisfaction of any conditions established by the Board as a prerequisite for membership.

### 7.2 Board

- a. The Authority shall be governed by the "Board" which shall exercise all powers and authority on behalf of the Authority.
  - b. The Board shall consist of one member of the governing body or the chief administrative officer of the County and each of the Cities and Towns which are party to this Agreement. Upon execution of this Agreement, the governing body of the County and each of the Cities and Towns shall appoint its member of the Board and another member to serve as an alternate to the Board, to serve in the absence of the regular member. Each member and alternate shall serve at the pleasure of the governing body of the appointing agency. Any change in appointment of a member or alternate shall be by action of the governing body of the appointing agency.
  - c. A majority of the members of the Board shall constitute a quorum for the transaction of business. The Authority shall act upon majority vote of those in attendance, each member having one vote, of the members of the Board.
  - d. The Board shall elect by majority vote, from its members, a Chair and Vice Chair. The Chair shall represent the Authority and execute any contracts and other documents when required by the Rules of Procedure and/or By-Laws. The Vice-Chair shall serve in the absence of the Chair.
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### 7.3 Executive Committee

- a. The Executive Committee shall be responsible to the Board for the administration and management of Authority affairs, for the provision of assistance and advice to the Board.
- b. The Executive Committee shall be composed of the Chair and Vice-Chair plus three other members of the Governing Board elected by the Board. Three of the

- committee members must be from the County, San Rafael, and Novato. One representative shall be selected by the Southern Marin cities of Sausalito, Tiburon, Belvedere and Mill Valley. One representative shall be selected by the Ross Valley cities of Ross, San Anselmo, Fairfax, Larkspur and Corte Madera.
- c. Three members of the Executive Committee shall constitute a quorum for the transaction of business. No action shall be taken by the Executive Committee except upon a majority affirmative vote of the quorum (each member having one vote) of the members of the Executive Committee.
  - d. Members shall serve two-year terms and may be reappointed.

#### 7.4 Additional Committees

- a. The member agencies shall establish an AB 939 Local Task Force whose composition, duties and authority are described in Public Resource Code Section 40950. The Task Force so established shall be advisory to the Governing Board established under this Agreement.
- b. The AB 939 Local Task Force shall include at least two representatives of waste haulers, one representative of an environmental organization, two representatives of special districts involved in the regulation and disposal of waste, and five public representatives appointed by the member agencies serving on the Executive Committee established under this Agreement.
- c. In addition to the Executive Committee and an AB 939 Local Task Force, the Board may from time to time establish additional committees to carry out Authority purposes, and appoint committee members from the Board, the legislative bodies or administration of member agencies, Authority staff, and/or staff of the member agencies. The Board may also establish and appoint members to citizen's advisory committees as deemed appropriate.
- d. To the extent practical, the Board shall appoint members to committees in such a manner as to encourage the broadest possible participation of the member agencies.

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### ARTICLE 8: MEETINGS AND REPORTS

#### 8.1 Board Meetings

- a. The Board shall hold at least one (1) regular meeting each year as determined by the by-laws.
- b. Special meetings of the Board may be called in accordance with the provision of Section 54956 of the California Government Code.



- c. All meetings of the Board shall be held subject to the provisions of the Ralph M. Brown Act (Sections 54950 et. seq. of the California Government Code), and other applicable laws of the State of California requiring notice be given of meetings of public bodies.
- d. Minutes of all Board meetings will be kept and shall, as soon as possible after each meeting, be forwarded to each member and alternate member of the Board.
- e. The Chair of the Board shall cause correspondence to be prepared and delivered as directed by the Board.
- f. The public agency with whom the Authority contracts with to provide services shall be the keeper of the official records of the Authority.

#### 8.2 Executive Committee Meetings

- a. The Executive Committee shall hold at least one (1) meeting each quarter .
- b. Special meetings of the Executive Committee may be called by the Chair, or by a majority of the members of the Executive Committee or at the direction of the Board.
- c. Minutes of all Executive Committee meetings will be kept and shall, as soon as possible after each meeting, be forwarded to members of the committee and to each member and alternate member of the Board.

#### 8.3 Other Committee Meetings

- a. Other Committee's shall hold meetings as may be called by the Committee Chair, or a majority of the members.
- b. Minutes of all meetings will be kept and forwarded to members of the committee and to each member and alternate of the Board.

#### 8.4 Progress Reports

At least annually, a report on the progress toward achieving the diversion goals of state law shall be prepared and distributed to members of the Governing Board.

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### ARTICLE 9: FUNDING

#### 9.1 Authority Budget

The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by June 1 of each succeeding year. Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify

the programs of the Authority and allocate funds by program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

## 9.2 Funding of the Authority

The Authority has the need and legal authority to levy fees and charges for programs, services and permits. The Authority is authorized to levy fees for only those programs identified in Section 6.1, Basic Programs of the Authority, and Section 6.2, Agency Election to Participate in Authority Programs. The funding for programs identified in Section 6.1 should be as specified in Section 9.2.B. The Authority is also authorized to levy fees and charges for administrative activities, permits and programs with independent funding.

- a. The Basic Programs of the Authority defined in Section 6.1 shall be funded as follows and adjusted annually as may be needed to fund the Basic Programs.
  - i. A fee shall be charged directly to every franchised solid waste hauler in Marin County. The fee shall be based on a rate per ton of solid waste collected and disposed based on the 1994 disposed tonnages listed on Exhibit A attached to this Agreement. Exhibit A shall be amended within ninety (90) days after a member agency approves a new franchise and a fee shall be established in a manner determined by the Executive Committee. The base year will be adjusted every two years starting in July 1, 1998 based on the most recent state certified tonnages. The fee is to be paid in two equal payments due July 30 and January 30 of each year.
  - ii. A fee shall be charged at all permitted landfills in Marin County to all non-franchised haulers. The fee shall be based on a rate per ton for all tons of waste disposed at the landfill. The landfills shall forward these fees collected on a monthly basis.
- b. The Authority is authorized to establish additional programs as defined in Section 6.2 with the approval of the Board of Directors and the individual Authority members participating in any such additional programs. The funding mechanism ~~for any additional programs shall be developed as a component of every additional~~ program and must have approval by the Board of Directors and each member agency participating in any additional program. All costs including overhead or administration of any additional program shall not be charged to the Basic Programs.
- c. The Authority may charge fees to the extent allowed by law for administrative services rendered to the public or any member agencies such as, but not limited to, copying, processing fees, legal costs, preparation of reports, etc. The Authority

may also charge to the extent allowed below for programs intended to be fully cost covering, such as permit fees, applications, EIRs, educational materials, such as decals and pamphlets, monitoring of any programs, permits or application approvals. All fees under this Section shall be approved by the Board of Directors in conjunction with the annual adoption of this Authority's budget.

### 9.3 Duties of Treasurer

- a. The Board shall appoint a Treasurer from among the senior management staff of the member agencies. The Treasurer shall be either the County Auditor/Controller, or the Treasurer Tax Collector or the Finance Director of one of the members.
- b. The Treasurer shall serve as the depository and have custody of all Authority funds and establish and maintain such books, records, funds, and accounts as may be required by reasonable accounting practice, Government Code section 6505. The books and records of the Authority shall be open to inspection at all reasonable times to the County, Cities, and Towns and their representatives.
- c. The Treasurer, within ninety (90) days after the close of each fiscal year (which shall be from July 1 to June 30), shall give a complete written report of all financial activities for such fiscal year to the County, Cities, and Towns.
- d. The Treasurer shall prepare such financial reports as may be directed by the Board or Executive Committee.
- e. The Treasurer shall cause an independent annual audit of the accounts and records to be conducted by a certified public accountant in compliance with the requirements of section 6505 of the Government Code and generally accepted auditing standards.

### 9.4 Debts and Liabilities

No debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Agency and each party's obligation hereunder is expressly limited only to the appropriation and contribution of such funds as may be levied pursuant to this Agreement or as the parties hereto may agree.

### 9.5 Disposition of Authority Funds Upon Termination

- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority funds, including any interest earned on deposits, remaining upon

termination of the Authority and after payment of all obligations shall be transferred to the successor public entity:

- b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be provided in proportion to the contribution of each agency's ratepayers contributed during the term of this Agreement. Any such Authority funds received in this manner shall be used to defray the Agency's cost of hazardous and solid waste management programs or facilities.
- c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority funds, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and member agencies.
- d. In the event the Authority is terminated under circumstances falling with (b) or (c) above, all decisions of the Board with regard to determinations of amounts to be transferred to member agencies or any successor shall be final.

#### 9.6 Financial Liability of Member Agencies

In the event of a default by the Authority, the member agencies shall be liable for the Authority's debts in a proportion equal to the contribution of each agency's ratepayers to the funding of the Authority.

### ARTICLE 10: INDEMNIFICATION

The Authority shall acquire such insurance protection as is necessary to protect the interest of the Authority, the County, Cities, Towns and the public. The Authority created by this Agreement shall assume the defense of and indemnify and save harmless the County, Cities, Towns and each of their respective officers, agents and employees, from all claims, losses, damages, costs, injury and liability of every kind, nature and description directly or indirectly arising from the performance of any of the activities of the Authority or the activities undertaken pursuant to this Agreement.

#### ARTICLE 11: EFFECTIVE DATE

This Agreement shall become effective when two-thirds (2/3) of the Cities, Towns and the County execute the Agreement, but not before July 1, 1996.

#### ARTICLE 12: TERMINATION

This Agreement may be terminated by the Board upon notice of withdrawal being received from a majority of the member agencies. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to Section 9.5 of Article 9 of this Agreement.

#### ARTICLE 13: AMENDMENTS

This Agreement may be amended only upon the two-thirds (2/3) affirmative vote of the Board.

#### ARTICLE 14: WITHDRAWAL

Any City, Town, or the County may withdraw from this Agreement effective July 1st of any year upon ninety (90) days, prior to the end of the fiscal year, written notice to the Authority. Upon withdrawal, a City, Town, or the County retains its financial obligations for current contracts executed to fulfill this Agreement, assumes responsibility for its obligations under AB 939, and assumes that responsibility at its own expense.

#### ARTICLE 15: SEVERABILITY

If any provision of this Agreement or its application to any person or circumstances is held invalid, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected.

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#### ARTICLE 16: NOTICES

All notices to Agencies shall be deemed to have been given when mailed to the governing body of each agency.

ARTICLE 17: AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all parties hereto.

COUNTY OF MARIN

Date 04-09-96

By

Hansel Zimm Jr.

CHAIRMAN

CITY OF BELVEDERE

Date 5.22.96

By

Steven P. Johnson

CITY OF LARKSPUR

Date May 15, 1996

By

Samuel B. Bawert

CITY OF MILL VALLEY

Date May 22, 1996

By

John C. ...

CITY OF NOVATO

Date 4/23/96

By

Pat Blund, Mayor Pro Tem

CITY OF SAN RAFAEL

Date 5/22/96

By

A. D. Day

CITY OF SAUSALITO

Date 6/6/96

By

Will ...

TOWN OF CORTE MADERA

Date 5/7/96

By

Norman M. Richardson

TOWN OF FAIRFAX

Date 5/22/96

By

Angela ...

TOWN OF ROSS

Date 5/13/96

By

Kelley ...

TOWN OF SAN ANSELMO

Date 5-23-96

By

Beth ...

TOWN OF TIBURON

Date 4/8/96

By

Nicky ...

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Michael Frost, Executive Director

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

Re: Novato Household Hazardous Waste Grant

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

In the FY 12-13 budget, the JPA allocated funds for the tenth year to Novato Sanitary District to augment Novato's Household Hazardous Waste Program. The Novato Sanitary District accepted the proposed \$50,639 grant at their January 14, 2012 meeting (attached).

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

This grant program's funding is calculated on the portion of the HHW tipping fee for Novato self-haul material as well as a ten year payment of \$15,003 annually to Novato for back-payment of dues owed prior to grant program implementation. This is the tenth and final year of that \$150,028 repayment. Future years of grant funding for Novato will only be based on the proportion of the HHW expense applicable to Novato self-haul waste.

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

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

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

## Recommendation

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

It is recommended that the Board authorize the Chair sign the attached grant contract as approved by the Novato Sanitary District.

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

Attachment

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

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

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and Novato Sanitary District, hereinafter referred to as "Contractor."

**RECITALS:**

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

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

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

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

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

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

**1. SCOPE OF SERVICES:**

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

**2. FURNISHED SERVICES:**

The JPA agrees to:

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

**3. FEES AND PAYMENT SCHEDULE:**

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

**4. MAXIMUM COST TO JPA:**

In no event will the cost to JPA for the services to be provided herein exceed the maximum sum of **\$50,639.00** including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to JPA may be amended by written notice from JPA to reflect that reduction.

**5. TIME OF CONTRACT:**

This Contract shall commence on the date this agreement is made and entered into, and shall terminate on June 30, 2013. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

**6. INSURANCE:**

Commercial General Liability:

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



Commercial Automobile Liability:

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

Workers' Compensation:

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

Errors and Omissions, Professional Liability or Malpractice Insurance.

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

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

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

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

**7. ANTI DISCRIMINATION AND ANTI HARASSMENT:**

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

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

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

**12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

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

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

**13. TERMINATION:**

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

**14. APPROPRIATIONS:**

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

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

**15. RELATIONSHIP BETWEEN THE PARTIES:**

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

**16. AMENDMENT:**

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

**17. ASSIGNMENT OF PERSONNEL:**

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

**18. JURISDICTION AND VENUE:**

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

**19. INDEMNIFICATION:**

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

**20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

**Exhibit D - Debarment Certification**

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

- The certification in this clause is a material representation of fact relied upon by JPA.
- The Contractor shall provide immediate written notice to JPA if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
  - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;
  - Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
  - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
  - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.

- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

## 21. NOTICES:

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager: Steve Devine, Program Manager

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

Telephone No.: 415.473.6647

Notices shall be given to Contractor at the following address:

Contractor: Beverly James, General Manager

Novato Sanitary District  
Address: 500 Davidson St.  
Novato, CA 94945

Telephone No.: 415.892.1694

## 22. ACKNOWLEDGEMENT OF EXHIBITS

☐ Check applicable Exhibits

CONTRACTOR'S  
INITIALS

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

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

CONTRACTOR:

By: Beverly B. James  
Name: BEVERLY B. JAMES  
Title: MANAGER-ENGINEER

APPROVED BY  
JPA OF MARIN:

By: \_\_\_\_\_  
JPA CHAIR

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

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

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

**GRANT SERVICES TO BE PROVIDED BY CONTRACTOR**

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

**REPORTING**

The CONTRACTOR shall submit to JPA Staff no later than May 15, 2013, a Progress Report detailing a full accounting of grant expenses and activities incurred to date. Additionally, a Final Report shall be submitted to JPA Staff no later than June 12, 2013. These reports shall minimally include the following information:

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

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

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

**GRANT TERM**

The term of the grant shall commence on date Agreement is entered into on first page, and shall terminate on June 12, 2013. All costs must be incurred during the grant term.

**GRANT FUNDING**

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

**ELIGIBLE COSTS**

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

**PAYMENT OF GRANT FUNDS**

Grant funds totaling Fifty Thousand six-hundred thirty-nine (\$50,639.00) will be paid between July 1 and August 31, 2013, as JPA revenue become available. Additionally, notwithstanding any other provisions of this agreement, the JPA's obligations under this Contract are contingent upon and subject to the availability of funds for this grant

*The Contractor will not be eligible for compensation for any work performed that is outside of the contractual Scope of Services or in excess of the approved contract amount without prior written authorization from the County.*

Beverly B. James  
Signature of Contractor

1/14/2013  
Date

**EXHIBIT "C"**

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

CONTRACTOR: Novato Sanitary District, Beverly James

CONTRACT TITLE: General Manager

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

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

Professional liability is not required for this type of service.

Contract Manager Signature: Steve D. [Signature]

Date: 1/17/2013

Extension: (415) 473-2711

**EXHIBIT D**

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



**EXHIBIT E**

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

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

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

Date: January 24, 2013

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

To: JPA Board Members

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

From: Steve Devine, Program Manager

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

Re: Contract with R3 Consulting Group for Certification of Diversion  
Facilities

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

It is recommended your Board approve and authorize your Executive Officer, Michael Frost, to sign the attached \$15,000 contract with R3 Consulting Group to assist JPA staff in certification and monitoring of construction demolition (C&D) facilities. Funding for this contract is included in the JPA's current year Zero Waste budget.

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

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

As part of the JPA's Zero Waste Tool Kit the JPA developed a model Construction and Demolition Ordinance which has been adopted by most JPA member agencies. As part of the ordinance, applicable parties applying for a building permit are required to complete a Diversion Report in order to document compliance with the C&D ordinance diversion requirements. The JPA's role in this process is to certify facilities that meet the ordinance goals and provide a list to each Community Development Agency and Building Department of certified facilities.

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

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

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

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

In 2012 seven (7) facilities were certified and submitted diversion reports that were included in the JPA's diversion reporting. This current contract will provide for certification and analysis of all existing and any new C&D Facilities that desire to be considered for certification in Marin County. The work program of this contract includes provisions the contractor provide on-site facility reviews and assess the effectiveness of the policies, procedures, and internal controls that are being used to comply with the various requirements included in the Facility Certification Standards.

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

Attachment.

f:\waste\jpa\jpa agenda items\jpa 130124\r3 c+d.docx

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

**THIS CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY, hereinafter referred to as "JPA" and R3 CONSULTING GROUP, INC., hereinafter referred to as "Contractor."

**RECITALS:**

**WHEREAS**, JPA desires to retain a person or firm to provide the following service: Certification of Construction and Debris Facilities and Analysis of Facilities Diversion Reports for 2012-2013; 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 the date this agreement is made and entered into, and shall terminate on January 30, 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 of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, JPA of Marin Personnel Management Regulation (PMR) 21.

**8. SUBCONTRACTING:**

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

**9. ASSIGNMENT:**

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

**10. LICENSING AND PERMITS:**

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

**11. BOOKS OF RECORD AND AUDIT PROVISION:**

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit JPA to audit all books, accounts or records relating to this Contract or all

books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at JPA's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from JPA. Contractor shall refund any monies erroneously charged.

## **12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:**

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

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

## **13. TERMINATION:**

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

## **14. APPROPRIATIONS:**

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

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

## **15. RELATIONSHIP BETWEEN THE PARTIES:**

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

## **16. AMENDMENT:**

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

## **17. ASSIGNMENT OF PERSONNEL:**

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

## **18. JURISDICTION AND VENUE:**

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

## **19. INDEMNIFICATION:**

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

## **20. COMPLIANCE WITH APPLICABLE LAWS:**

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

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

### **Exhibit D - Debarment Certification**

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

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

**21. NOTICES:**

This Contract shall be managed and administered on JPA's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to JPA at the following location:

Contract Manager: Steve Devine  
Department of Public Works  
Dept./Location: 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: R3 Consulting Group, Inc.  
1512 Eureka Road, Suite 220  
Address: Roseville, CA 95661  
Telephone No.: (916) 7827824-782-7821

**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: Carnie Baxter  
Name: Carnie Baxter  
Title: Sr. Associate

**APPROVED BY  
JPA OF MARIN:**

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 assist with the annual certification and monitoring of construction and demolition (C & D) debris processing facilities in accordance with the JPA and Member Agencies' C & D Facility Certification Requirements.

Contractor shall perform the following scope of services:

**TASK 1 KICK-OFF MEETING, DOCUMENT REQUEST, AND REVIEW**

**Task 1.1 Kick-off Meeting**

Contractor shall facilitate a Project Kick-off Meeting with JPA staff within two weeks of the Notice to Proceed.

Meeting objectives shall include:

- Review 2012 certification process;
- Discuss current facilities (Commercial Waste & Recycling, LLC, Davis Street Transfer Station, Devlin Road Recycling and Transfer Facility, Marin Resource Recovery Center, Redwood Landfill and Recycling Center, West Contra Costa Sanitary Landfill and Windsor Material Recovery Facility) and any new facilities to contact for the 2013 certification process; and
- Review facility-reported diversion data and discussion of current/ongoing monitoring protocols.

**Task 1.2 Document Request and Review**

Prior to the Kick-Off Meeting, Contractor shall request copies of all 2012 quarterly reports submitted by currently certified facilities. Contractor shall analyze the 2012 certification process and quarterly diversion reports submitted to the JPA throughout the year as well as missing reports gathered during the recertification process (Task 2.2). As part of this task, Contractor shall review the 2012 certification process to ensure validity, accuracy, and consistency. Contractor shall also assess currently certified facilities' compliance with the Facility Certification Standards including meeting the 95% diversion goal by December 31, 2025.

**TASK 2 FACILITY APPLICATION, CERTIFICATION, AND REPORTING PROCESS**

**Task 2.1 Initial Certification for New Facilities**

**Facility Certification Application**

Contractor shall work with JPA staff to contact new facilities as determined during the Kick-off Meeting. This will be done through telephone calls and emails to inform new facilities of the Certification Program. Facility Certification Applications will be sent to interested facility operators via email.

The Application shall include:

- Instructions on how to complete the Application;
- General information about the facility;
- Description of operations;
- Permits and licenses held by the facility;
- Diversion data; and
- A Model Quarterly Facility Tonnage Report Form.

An "Interim Certification" is recommended for all new facilities that apply for initial certification. At the request of JPA staff, Contractor shall analyze the 2013 quarterly diversion reports for new facilities as part of Task 4 (detailed below); the new facilities' certification status shall be determined based on compliance with the Facility Certification Standards.

**On-site Facility Reviews**

Contractor shall conduct on-site reviews of up to eight (8) new facilities applying for initial full certification to assess facility procedures and operations for consistency with Facility Certification Standards. As part of that review, Contractor shall also assess the effectiveness of the policies, procedures, and internal controls that will be used to comply with the various requirements included in the Facility Certification Standards. Specific attention shall be given to the following items:

- Tracking of loads for covered projects;
- Tracking of loads and tonnages by jurisdiction;
- Tracking and reporting of source separated versus mixed C & D diversion tonnages; and
- Confirmation of on-site mixed C & D material processing, as applicable.



## Task 2.2 2012/13 Annual Certification for Currently Certified Facilities

### Certification Application Review

For existing certified facilities, Contractor shall contact facility operators to determine changes, if any, to their 2012 Certification Application and request missing quarterly reports, as necessary. If major facility changes have been made, Contractor shall request resubmittal of the Facility Certification Application with updated information. In addition, Contractor shall analyze the facilities' 2012 quarterly diversion reports to assess compliance with the requirement that they demonstrate a "good faith effort" in achieving maximum diversion, as applicable.

### On-site Facility Reviews

Contractor shall conduct on-site reviews of the seven (7) existing certified facilities to assess facility procedures and operations for continued consistency with Facility Certification Standards. As part of that review, Contractor shall also assess the effectiveness of the policies, procedures, and internal controls that are being used to comply with the various requirements included in the Facility Certification Standards.

## **TASK 3 CERTIFICATION PROCESS LETTER REPORT**

Contractor shall present the results of the Application and Certification Process in a concise Letter Report that will be submitted electronically to the JPA.

## **TASK 4 QUARTERLY ANALYSIS OF DIVERSION REPORTS**

Contractor shall analyze the first 2013 quarterly diversion reports from all facilities applying for initial certification or 2013 recertification and assess compliance with the Facility Certification Standards. As part of this task, Contractor shall send reminders directly to all certified facilities two weeks prior to the quarterly report due date (April 30, 2013). Contractor shall then provide a summary of the diversion reports to JPA staff.

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

Contractor' services (including reimbursable costs: Consultants/Subcontractors, lodging, meals, travel delivery and other expense shall not exceed 10% of total contract) shall be paid up to the maximum sum indicated in Section 4 of this contract. Payments shall be made to Contractor within 30 days of receipt and approval of itemized invoices according to the following fee schedule:

Technical Services:

|                        |                |
|------------------------|----------------|
| Principal              | \$185 per hour |
| Senior Manager         | 175 per hour   |
| Manager                | 165 per hour   |
| Senior Associate       | 155 per hour   |
| Associate III          | 135 per hour   |
| Associate II           | 100 per hour   |
| Administrative Support | 75 per hour    |

Reimbursable Costs – not to exceed 10% (\$1,500) of total contract

**EXHIBIT "C"**

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

CONTRACTOR: R3 Consulting Group, Inc.

CONTRACT TITLE: Certification of Construction and Debris Facilities and Analysis of Facilities Diversion Reports.

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

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

|  |
|--|
|  |
|  |
|  |
|  |

Contract Manager Signature:

Camie Baxter

Date:

12/19/12

Extension:

\_\_\_\_\_

**EXHIBIT D**

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

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

**Fairfax:**  
Garrett Toy

Re: Update on Redwood Landfill Environmental Impact Report and Related Expansion Permit

**Larkspur:**  
Dan Schwarz

As reported in the local news, the Marin County Superior Court has issued a ruling invalidating the Environmental Impact Report which was part of the justification for a permit, which among things, included allowing for an expansion in the overall capacity of the landfill.

**Mill Valley:**  
Jim McCann

As issues related to this matter are unfolding, the JPA will continue to closely monitor the situation. This development may require the JPA to conduct a new Siting Element – one component of each County's Cal Recycle required Integrated Waste Management Plan.

**Novato:**  
Michael Frank

**Ross:**  
Rob Braulik

Marin County Counsel has been invited to brief the JPA Board on this matter at your February Board Meeting.

**San Anselmo:**  
Debbie Stutsman

## **Recommendation**

Receive and file this report.

**San Rafael:**  
Nancy Mackle

Attachments.

**Sausalito:**  
Adam Politzer

F:\Waste\JPA\JPA Agenda Items\JPA 130124\Update on Redwood Landfill Permit.doc

**Tiburon:**  
Margaret Curran

## Marin judge finalizes ruling voiding new permit for Redwood Landfill

Posted:

marinij.com

Marin Superior Court Judge Lynn Duryee has finalized a ruling which invalidates the environmental impact report that paved the way for a major expansion of Redwood Landfill in Novato.

Just eight days after issuing her tentative ruling and listening to subsequent oral arguments, Duryee announced she hadn't changed her mind.

In that tentative ruling, Duryee wrote, "By not including a discussion of the cumulative effect of the project's greenhouse gas emissions, (Marin County) Environmental Health Services failed to proceed in a manner required by law."

Opponents of the landfill's expansion cited Duryee's ruling as a big victory.

After the county of Marin certified the environmental impact report in 2008, the landfill was able to obtain a permit from the state to boost capacity at the landfill by 6 million cubic yards to a total capacity of 25 million cubic yards.

Dan North, who took over as Redwood Landfill's manager in October, said, "We're still looking at our options; but we're leaning heavily toward filing an appeal."

North said the judge's ruling will have no immediate effect on the landfill's day-to-day operations. He said, however, if the ruling were to stand, the landfill might have to close within the next 10 years. The expanded capacity granted by the new permit, which has now been voided, would have made it possible for the landfill to remain open an additional 16 years, or a total of nearly 25 years. North said he is unsure if the environmental impact report, which Duryee deemed to be inadequate, can be patched or if a entirely new report would be necessary.

Brent Newell, one of the attorneys working for No Wetlands Landfill Expansion, which filed the legal challenge to the environmental impact report, said, "There are some pretty significant issues they have to deal with."

In her ruling, Judge Duryee identified several other aspects of the report that she said were deficient. For example, Duryee said the report fails to adequately discuss the possible increased "non-cancer health impacts" from air pollutant emissions

Duryee also said the report improperly deferred formulation "of mitigation measures to reduce the impact to the project from potential flooding," and "mitigation of the impact from groundwater contamination from an improperly designed leachate collection and removal system."

And, Judge Duryee ruled that the environmental impact report failed to adequately describe an off-site alternative to the project.

Newell said a new impact report would have to provide analysis of an alternative site. He said, "That will present to the decision makers an alternative to expanding a 1950s landfill in a marsh."

No Wetlands Landfill Expansion and several other environmental groups have warned that Marin taxpayers could get stuck with the bill if toxic leachate stored in the landfill escapes due to flooding or an earthquake. The landfill is surrounded on three sides by the Petaluma River, San Antonio Creek and other wetlands that lead into San

Francisco Bay.

Bruce Baum, chairman of No Wetlands Landfill Expansion's board of directors, said, "Our concerns continue around the lack of a liner and inadequate levees. We hope that Marin County steps up to get the financial assurances necessary for the residents and the environment because all landfalls fail."

Christopher Gilkerson, a former director of No Wetlands Landfill Expansion, said, "Counties like Marin can no longer allow the waste business to conduct business as usual given the additional risks presented by global warming."

Contact Richard Halstead via e-mail at [rhalstead@marinij.com](mailto:rhalstead@marinij.com)

## Redwood Landfill owner appeals Marin judge's decision

Posted:

marinij.com

The owner of the Redwood Landfill in Novato is appealing a Marin Superior Court ruling that could force the landfill to close within the next 10 years.

"We didn't feel that we got a fair shake at the trial court so we're headed toward the Court of Appeal," said Osha Meserve, an attorney representing the landfill's owners, Houston-based Waste Management Inc.

Last week, Marin Superior Court Judge Lynn Duryee finalized her ruling invalidating an environmental impact report that had paved the way for the landfill to remain open for nearly 25 years. Duryee's ruling has had no immediate effect on the landfill's day-to-day operation; but if judgment stands it could accelerate the timetable for closing the dump.

After the county of Marin certified an environmental impact report in 2008, the landfill was able to obtain a permit from the state to boost capacity at the landfill by 6 million cubic yards, to a total capacity of 25 million cubic yards.

No Wetlands Landfill Expansion and several other environmental groups have warned that Marin taxpayers could get stuck with the bill if toxic leachate stored in the landfill escapes due to flooding or an earthquake. The landfill is surrounded on three sides by the Petaluma River, San Antonio Creek and other wetlands that lead into San Francisco Bay.

Bruce Baum, chairman of No Wetlands Landfill Expansion's board of directors, said his organization was notified of the appeal on Christmas Eve.

"It was our Christmas present," Baum said. "I think we have a very strong case. The Marin County court was very clear in giving the county some direction. I think we will prevail in appellate court."

Meserve said the case will go to the 1st District Court of Appeal in San Francisco, and she estimated it could take up to a year for the justices to hear the case. Meserve said that is how long it took the district court to rule on the appeal of a previous ruling related to the landfill's environmental impact report.

In March, the 1st District Court of Appeal ruled in favor of the landfill, overruling a decision by Marin Superior Court Judge James Ritchie that the county violated the California Environmental Quality Act when it denied a request for the Marin Board of Supervisors to rule on an appeal of the environmental impact report approval.

"We asked the 1st District Court of Appeal to rule on all issues in addition to that procedural issue and they refused unfortunately," Meserve said. "That's how we ended up back in the trial court."

Nancy Grisham, a deputy county counsel, helped the landfill's attorneys argue their case before Judge Duryee. Meserve said the landfill would welcome the county's participation in this new appeal, but she said the county has not yet decided if it will get involved.

In her ruling, Duryee wrote, "By not including a discussion of the cumulative effect of the project's greenhouse gas emissions, (Marin County) Environmental Health Services failed to proceed in a manner required by law." Duryee also identified several other aspects of the report that she said were deficient.

She said the report failed to adequately discuss the possible increased "noncancer health impacts" from air



pollutant emissions. She said the report improperly deferred formulation "of mitigation measures to reduce the impact to the project from potential flooding," and "mitigation of the impact from groundwater contamination from an improperly designed leachate collection and removal system." And, Duryee ruled that the environmental impact report failed to adequately describe an off-site alternative to the project.

Meserve, however, said that when the facts in a full, environmental impact report are challenged in court the burden of proof resides with the party making the challenge. She expects that to be a key issue in the appeal.

Contact Richard Halstead via e-mail at [rhalstead@marinij.com](mailto:rhalstead@marinij.com)

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

Re: Appointment of Dan North to Local Task Force

**Fairfax:**  
Garrett Toy

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

**Larkspur:**  
Dan Schwarz

**Mill Valley:**  
Jim McCann

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

**Novato:**  
Michael Frank

**Ross:**  
Rob Braulik

At the October 25, 2012 Executive Committee meeting Dan North was recommended to fill the vacant hauler position on the LTF.

**San Anselmo:**  
Debbie Stutsman

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

**San Rafael:**  
Nancy Mackle

**Sausalito:**  
Adam Politzer

## **Recommendation**

Your Executive Committee recommends your Board appoint Dan North to the vacant hauler/facility operator position on the Local Task Force.

**Tiburon:**  
Margaret Curran

Attachments.

f:\waste\jpa\jpa agenda items\jpa 130124\dan north appointment.docx

**Soulard, Alex**

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

Dear Alex,

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

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

Thank you Very much for your consideration.

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

---

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

## Soulard, Alex

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**From:** North, Daniel <DNorth1@wm.com>  
**Sent:** Thursday, October 18, 2012 11:25 AM  
**To:** Soulard, Alex  
**Subject:** JPA LTF Application  
**Attachments:** Daniel\_North\_Resume\_07-10-2012.doc

Good Morning Alex,

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

A little background on me:

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

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

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

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

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

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

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

Best,

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

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

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

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

## **SUMMARY OF QUALIFICATIONS**

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

## **PROFESSIONAL EXPERIENCE**

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

#### **District Manager (2010-present)**

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

#### **Financial Analyst (2008-2010)**

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

#### **Fleet Supervisor (2006-2008)**

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

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

#### **Mechanical Engineer**

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

## **EDUCATION**

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

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

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

**Loyola Marymount University (1999-2003)**

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

**PERSONAL INTERESTS**

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

**SOLID WASTE HAULERS/ FACILITY OPERATORS/ LANDFILL:**

**Marin Sanitary Service**  
Patty Garbarino

**Bay Cities Refuse (Alternate)**  
Greg Christie

**Redwood Empire Disposal**  
Steve McCaffrey

**Redwood Landfill**  
Ramin Khany

**SPECIAL DISTRICTS:**

**Almonte Sanitary District**  
Loretta Figueroa

**Las Gallinas Valley Sanitary District**  
Russ Greenfield

**Special District Seat**  
Vacant

**Las Gallinas Valley Sanitary District (Alternate)**  
Judy Schriebman

**ENVIRONMENTAL ORGANIZATION:**

**Sierra Club, Green Coalition**  
David Haskell

**Sustainable Novato**  
Delyn Kies

**Conservation Corps North Bay**  
Jennie Pardi

**PUBLIC MEMBERS:**

**County**  
David Green

**San Rafael**  
Vacant

**Ross Valley**  
Renee Goddard

**Novato**  
Matt McCarron

**Southern Marin Cities**  
Joan Irwin



# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

**Fairfax:**  
Garrett Toy

Re: Recruitment for Special District Representative to LTF

**Larkspur:**  
Dan Schwarz

Jon Elam, General Manager of the Tamalpais Community Services District has resigned from the Local Task Force – after recently concluding two years at the LTF Chair. The LTF has appointed a new Chair from their current membership, but there is a special district position that is currently vacant.

**Mill Valley:**  
Jim McCann

**Novato:**  
Michael Frank

On December 19, 2012 JPA staff sent out a letter (attached) to the special districts that franchise waste hauling to solicit nominations and applications for the vacant Local Task Force seat. Staff requested that a letter of interest and resume or statement of qualifications be submitted by January 31, 2013.

**Ross:**  
Rob Braulik

**San Anselmo:**  
Debbie Stutsman

The JPA Board will be presented with a full list of applicants, including letters of interest and resumes at a future meeting. Appointments to the special district position will be made by the JPA Board of Directors.

**San Rafael:**  
Nancy Mackle

## **Recommendation**

**Sausalito:**  
Adam Politzer

Receive and file this report.

**Tiburon:**  
Margaret Curran

Attachment

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# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere:  
Vacant

Date: December 19, 2012

Corte Madera:  
David Bracken

To: Special District Managers

County of Marin:  
Matthew Hymel

Re: Request for Nominations for Local Task Force (LTF) Special District  
Membership Vacancy

Fairfax:  
Judy Anderson

One of the Marin County's Hazardous and Solid Waste Management Joint Powers Authority (JPA) Local Task Force Special District Seats is currently vacant.

Larkspur:  
Dan Schwarz

The purpose of the LTF is to serve as an advisory committee to the JPA. The LTF provides viewpoints and concerns from concerned geographical, interest-based and industry-associated members. Seats on the LTF include public members from different areas of the County, solid waste haulers/facility operators, special districts, and members from environmental organizations. A list of the current membership is attached. The LTF is an advisory committee that provides guidance to the JPA on emerging solid waste issues and assists in the review of the JPA's Integrated Waste Management Plan.

Mill Valley:  
Jim McCann

Novato:  
Michael Frank

If you or anyone in your organization is interested in the vacant Special District position, please forward a letter of interest and resume or statement of qualifications to my attention at the address below **by January 31, 2013**:

Ross:  
Rob Braulik

San Anselmo:  
Debbie Stutsman

Marin Hazardous & Solid Waste Management JPA  
Attn: Steve Devine  
PO Box 4186  
San Rafael, CA 94913-4186

San Rafael:  
Nancy Mackle

Sausalito:  
Adam Politzer

Appointments to the LTF will be made by the JPA Board of Directors.

Tiburon:  
Margaret Curran

Please feel free to contact me at (415) 473-2711 or [sdevine@marincounty.org](mailto:sdevine@marincounty.org) if you have any questions or comments.

Sincerely,



Steve Devine  
Program Manager

Attachment

cc: JPA Board Members

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**SOLID WASTE HAULERS/ FACILITY OPERATORS/ LANDFILL:**

**Marin Sanitary Service**

Patty Garbarino

**Bay Cities Refuse (Alternate)**

Greg Christie

**Redwood Empire Disposal**

Steve McCaffrey

**Redwood Landfill**

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**SPECIAL DISTRICTS:**

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Delyn Kies

**Conservation Corps North Bay**

Jennie Pardi

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**Novato**

Matt McCarron

**Southern Marin Cities**

Joan Irwin

# MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

**Belvedere:**  
Mary Neilan

Date: January 24, 2013

**Corte Madera:**  
David Bracken

To: JPA Board Members

**County of Marin:**  
Matthew Hymel

From: Steve Devine, Program Manager

**Fairfax:**  
Garrett Toy

Re: Notice of Funds Available: City/County Payment Program

**Larkspur:**  
Dan Schwarz

The CalRecycle department of the California Environmental Protection Agency administers a payment program to provide funding opportunities for beverage container recycling.

**Mill Valley:**  
Jim McCann

A copy of CalRecycle's Notice of Funds available is attached to this report – and the deadline for filing a funding request is March 4, 2013. This program has relatively low administrative burden, and the JPA strongly encourages all of the Member Cities and County to apply.

**Novato:**  
Michael Frank

**Ross:**  
Rob Braulik

Eligible activities in the City/County payment program are focused on beverage container recycling and litter cleanup activities and include: public education promoting beverage container recycling and supporting the mandatory commercial recycling provisions of AB 341.

**San Anselmo:**  
Debbie Stutsman

**San Rafael:**  
Nancy Mackle

Member agencies may want to consider utilizing the Conservation Corps North Bay (CCNB), which has been an active participant in many recycling projects in Marin and Sonoma, to help institute related waste reduction and waste prevention programs. Jennie Pardi from the CCNB is a member of the JPA's Local Task Force and can provide information to anyone interested on their available services.

**Sausalito:**  
Adam Politzer

**Tiburon:**  
Margaret Curran

## **Recommendation**

Receive and file this report.

Attachment.

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## Beverage Container Recycling Grant and Payment Programs

### Notice of Funds Available: City/County Payment Program (FY 2012/13)

[Eligibility](#) | [Funding](#) | [Timeline and Cycle Details](#)

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities for beverage container recycling. The goal of this program is to reach and maintain an 80 percent recycling rate for all California Refund Value (CRV) beverage containers - aluminum, glass, plastic and bi-metal. Projects implemented by cities and counties will assist in reaching and maintaining this goal.

Pursuant to Public Resources Code Section 14581(a)(4)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Resources Recycling and Recovery (CalRecycle) is distributing \$10,500,000 to eligible cities and counties specifically for beverage container recycling and litter cleanup activities.

### Eligibility

#### Applicants

Incorporated cities and counties in California, as identified by the California Department of Finance, are eligible to receive funding under this program, unless otherwise determined by the Department.

#### Activities

Eligible activities include, but are not necessarily limited to:

- Supporting AB 341 Mandatory Commercial Recycling (MCR) requirements. (For additional information on MCR and definitions of "businesses" and "multi-family residential dwellings" as they relate to this regulation, see the [Mandatory Commercial Recycling page](#)).

- Infrastructure for businesses to recycle beverage containers.

- Support for new or existing beverage container recycling programs for multi-family residential dwellings.

- Public education and outreach (that includes a beverage container recycling component).

Other activities include:

- Supporting new or existing curbside recycling programs.

- Neighborhood drop-off recycling programs.

- Public education promoting beverage container recycling.

- Litter prevention and cleanup where the waste stream includes beverage containers that will be recycled.

- Cooperative regional efforts among two or more cities and counties.

- Other beverage container recycling programs.

Approved activities are listed in the "Activities" tab, by category, on the Funding Request. An "other" box is provided to allow additional activities to be listed. These are subject to approval by CalRecycle. In accordance with the governor's directive, promotional items are ineligible expenses under CalRecycle grant/direct payment programs. More information on this directive can be found on our [Promotional Items page](#).

### Funding

Pursuant to Public Resources Code Section 14581(a)(4)(A) provides a maximum of \$10.5 million per fiscal year for this program. The per capita amount is calculated, based upon the population as of January 1, 2012, in the incorporated areas of a city, city and county, or the unincorporated area of a county, as stated in the annual City and County Population and Housing Estimates report submitted to the governor by the California Department of Finance.

- Each city is eligible to receive a minimum of \$5,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

Each county is eligible to receive a minimum of \$10,000 or an amount calculated by CalRecycle, on a per capita basis, whichever is greater.

## Timeline and Cycle Details for FY 2012/13

| Dates                    | Cycle Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>November 30, 2012</b> | <b>Funding Request Open Date and Access Information</b><br>First time users of the City/County Annual Payment and Reporting System (CAPRS) system must: <ol style="list-style-type: none"> <li>1. <a href="#">Obtain a CalRecycle WebPass</a>. <b>Note:</b> Those who previously obtained a WebPass for a CalRecycle system (i.e., GMSWeb, LoGIC, E-Waste, etc.) do not need to obtain a new WebPass.</li> <li>2. Access cannot be granted unless the applicant is designated as a contact in CAPRS. Request access to the system by sending an email to the <a href="#">assigned Grant Manager</a> after obtaining their WebPass. If you are unable to access the CAPRS system, you may send an email to <a href="mailto:citycounty@calrecycle.ca.gov">citycounty@calrecycle.ca.gov</a> or call 916-322-0613.</li> </ol> Returning users can immediately <a href="#">log in to CAPRS</a> . |
| <b>March 4, 2013</b>     | <b>Funding Request Due Date</b><br><a href="#">Program Guidelines</a> (PDF, 176 KB)<br>Funding Request must be submitted via <a href="#">CAPRS</a> by 5 p.m. on this date.<br>If you are unable to access the CAPRS system you may send an email to <a href="mailto:citycounty@calrecycle.ca.gov">citycounty@calrecycle.ca.gov</a> or call 916-322-0613.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>April 30, 2013</b>    | <b>Payments Distributed</b><br>CalRecycle makes payments to cities and counties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

### [City/County Payment Program Home](#)

Last updated: November 28, 2012

Beverage Container Recycling Grants, <http://www.calrecycle.ca.gov/BevContainer/Grants/>

Contacts: <http://www.calrecycle.ca.gov/BevContainer/Contacts.htm>

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