

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

Board of Directors Meeting – May 28, 2020
Meeting Online Only Via Zoom – Instructions to Participate on Second Page
9:00 – 10:00 a.m.

AGENDA

Call to Order

Public participation is
welcome and encouraged.
See instructions for ways to
engage in this Public
Meeting on the next page.

1. Open Time for Public Comment

Minutes

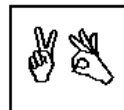
2. JPA Board Meeting Minutes from January 30, 2020 (Action)

Regular Agenda

3. Update from Staff on Recent and Ongoing Activities
4. Update from your Board's Local Task Force (LTF) Advisory Group (Information)
5. Update on the Organizational Assessment and Zero Waste Plan Update Project (Information)
6. Extension to HHW Agreement Between this JPA and the City of San Rafael (Action)
7. Extension to Operating Agreement Between this JPA and the County of Marin (Action)
8. Proposed FY 20-21 Budget and Assessment Schedule (Action)
9. Delegate Signature Authority to the Executive Director for Contracts Exceeding \$50,000 (Action)
10. Review and Approval of Annual Zero Waste Grant Program Guidelines (Action)
11. Adjourn

- Agendas & staff reports also available at: <http://zerowastemarin.org/Agenda>

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

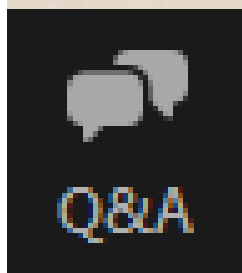
Contact the County's Waste Management Division, at (415) 473-6647 for more information

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Special Instructions on Public Participation

The Board of Directors welcomes and encourages public participation. In compliance with local and state shelter-in-place orders, and as allowed by CA Executive Order N-29-20, there will not be an in-person meeting location for the public to attend this particular meeting. The meeting will be streamed live via a “Zoom Webinar” and members of the public are encouraged to participate remotely as described below.

To participate, join the Webinar via the hyperlink below. If you wish to comment or ask a question in Open Time or on an Agenda Item, press the “Q&A” button during that particular Item to tender your question or comment. Your question or comment will be repeated for the whole Board – and be addressed while that particular Agenda Item is being considered.



You are invited to a Zoom webinar.

When: May 28, 2020 09:00 AM Pacific Time (US and Canada)

Topic: ZWM JPA Board Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/92170722139?pwd=NkFtVlpJa1NWOWlsWE9HTGRlMmVhQT09>

Password: 94903

Or iPhone one-tap :

US: +12133388477,,92170722139# or +12532158782,,92170722139#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 213 338 8477 or +1 253 215 8782 or +1 206 337 9723

Webinar ID: 921 7072 2139

International numbers available: <https://zoom.us/j/92170722139>

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Open Time for Public Comment

Larkspur

The public is welcome to address the Board of Directors at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the Board is not permitted to discuss or act on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda.

Mill Valley

Novato

Recommendation

Ross

Receive public comment. Information Only.

San Anselmo

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San Rafael

Sausalito

Tiburon

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Approval of the January 30, 2020 JPA Board Meeting Minutes

Please find attached the Draft Minutes from your last meeting.

Larkspur

Recommendation

Adopt a motion to approve the January 30, 2020 Minutes.

Mill Valley

Novato

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Ross

Motion: _____ Second: _____

San Anselmo

Ayes: _____

San Rafael

Sausalito

Noes: _____

Tiburon

Abstentions: _____

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DRAFT MINUTES

MARIN COUNTY HAZARDOUS & SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Board of Directors Meeting
Thursday, January 30, 2020
Central Marin Police Authority
250 Doherty Drive, Larkspur, CA
9:30 – 10:00 a.m.

MEMBERS PRESENT

Cristine Alilovich, San Rafael
Greg Chanis, Tiburon
Joe Chinn, Ross
Todd Cusimano, Corte Madera
Adam McGill, Novato
Adam Politzer, Sausalito
Dan Schwarz, Larkspur
Garrett Toy, Fairfax

MEMBERS ABSENT

Craig Middleton, Belvedere
David Donery, San Anselmo
Matthew Hymel, County of Marin
Jim McCann, Mill Valley

STAFF PRESENT

Steve Devine
Ernest Klock
Judith Silver
Melody Mitchell

OTHERS PRESENT

Greg Christie, LTF Alt. BCRS
Michael Frank, Marin GSA
Renee Goddard, LTF Chair
Dee Johnson, LTF Vice Chair
Sam Jones, LTF County Rep.
John Maher, Maher Accountancy
Jordan Marutsuchi, R3 Consulting
Vicki Nichols, Marin Con. League
Alan Piombo, Mill Valley
Adam Ratner, Marine Mammal C.
Garth Schultz, R3 Consulting
Kathy Wall, Marin Sanitary Service

Open Time for Public Comment

No public comment was tendered.

1. Approval of the JPA Board Meeting Minutes from May 23, 2019

Motion: by Mr. Chanis to approve the JPA Board Meeting Minutes from May 23, 2019
Minutes. Second: by Mr. Toy. Vote: Unanimous.

Consent Calendar

3. Receive and File – 2018-19 Audit

Motion: by Mr. Hymel to receive and file the 2018-19 Audit. Second: by Mr. Chanis. Vote: Unanimous.

4. Receive and File 2018-19 Household Hazardous Waste Annual Report from the City of San Rafael Fire Department

Motion: by Mr. Hymel to receive and file the 2018-19 Household Hazardous Waste Annual Report from the City of San Rafael Fire Department. Second: by Mr. Chanis. Vote: Unanimous.

Regular Agenda

5. Elect New Chair

Ms. Alilovich having resigned her seat as Chair, a motion was made to elect Garrett Toy as Chair for 2020.

Motion: by Mr. Hymel to elect Garrett Toy as new Chair. Second: by Mr. Politzer. Vote: Unanimous.

6. Appointments to Two Vacant “Environmental” Local Task Force Seats

Mr. Toy announced that applicants were interviewed that morning by himself and Vice Chair Chanis – for the two vacant “Environmental” Local Task Force (LTF) seats. The interview committee recommended appointment of Adam Ratner from the Marine Mammal Center, and Vicki Nichols from the Marin Conservation League for the two LTF vacancies. After the vote, Mr. Ratner and Ms. Nichols gave brief self-introductions.

Motion: by Mr. Chanis to appoint Adam Ratner and Vicki Nichols to the two “Environmental” LTF seats. Second: by Mr. Hymel. Vote: Unanimous.

7. Updates from Your Board’s Local Task Force (LTF)

LTF Chair Johnson provide an update to the Board and also introduced other LTF members also in attendance: Greg Christie from Bay Cities Refuse and Sam Jones representing Unincorporated County. She shared that at the last two LTF meetings members brainstormed ideas about what single, additional issue the JPA should work on, in the upcoming Fiscal Year. Ideas explored included recycling contamination, producer responsibility, and education and outreach. Ultimately, at the most recent LTF meeting in January, the LTF voted unanimously to recommend to the JPA Board that there be increased funding in the advertising budget for increased promotion of source reduction and reuse in the FY 20-21 JPA Budget.

8. Recommendation from your Local Task Force to Increase the Outreach Budget in FY 20/21

Mr. Devine noted that this issue had largely been addressed in Item No. 7 – and that the Executive Committee and Board can expect to see the LTF’s recommendation incorporated in the proposed FY 20-21 budget.

9. Update on the Organizational Assessment and Zero Waste Plan Project Update

Executive Director Klock shared that progress had been made in the Organizational Assessment and Zero Waste Plan project. Interviews were held of the two proposers: one from Abbey & Associates, and one from R3 Consulting. The Subcommittee will be checking references and subsequently award the contract. Future updates on the progress of the assessment will be provided at the next Board meeting. Ms. Alilovich shared her confidence in

both consultants and their impressive levels of knowledge and experience in their field. Mr. Toy echoed her sentiment, as well.

10. Appoint Two Members to a Budget Subcommittee and Approve a FY 20/21 Budget Development Process and Schedule

Mr. Devine shared that past practice has been to appoint a Budget Subcommittee comprised of a member from the Executive Committee along with the County's representative on the Board – to work with Staff in developing the draft budget that will be presented to the Executive Committee at its April 23, 2020 meeting. The Executive Committee would then review, modify and provide a recommendation to the full Board – for your May 28, 2020 meeting. The requested action was to adopt a motion appointing two members of the Executive Committee to the Budget Subcommittee, and the second requested action was to adopt the recommended Development Process and Schedule. A reminder was provided that the Executive Committee currently consists of members Garrett Toy, Jim Schutz, Cristine Alilovich, Greg Chanis, Adam McGill, and Matthew Hymel. The Board discussed having additional representation on the Subcommittee and made it clear that the Subcommittee would be a Subcommittee of the Full JPA Board.

Motion: by Mr. Chanis to appoint Mr. Hymel , Mr. Toy, Mr. Cusimano, and Ms. Alilovich to the Budget Subcommittee and approve the FY 20/21 Budget development process and schedule.
Second: by Mr. Politzer. Vote: Unanimous.

11. Adjourn

The next scheduled JPA Board meetings are an Executive Committee Meeting on April 23, 2020 and full Board Meeting on May 28, 2020.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

Re: Updates from Staff on Recent and Ongoing Activities
(Information)

Fairfax

Staff will provide an update on recent and ongoing activities.

Larkspur

RECCOMENDATION

Receive oral report. Information Only

Mill Valley

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Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Standing Item Update from your Board's Local Task Force (LTF)

Larkspur

Your Local Task Force (LTF) advisory body has most recently met on 3/4/20, 1/15/20, 11/6/19, 8/7/19, 4/3/19, and 2/6/19. This standing agenda item provides the opportunity for the LTF to share updates and information directly with the Board.

Mill Valley

To support the Local Task Force in its exposure and awareness of local, regional, state and national waste management issues – staff has arranged for the following presentations at recent LTF Meetings:

Novato

Ross

San Anselmo

San Rafael

Sausalito

Tiburon

Presenter	Topic
Kyle LaRue, Conservation Corp North Bay	Overview of services and project conducted by the CCNB.
Jenna Brady, County of Marin – County Counsel	Form 700 FPPC filing.
Mark Williams, Vice President Bio Bag USA	Presentation on Bio Bags (most popular compostable food waste bags used in US).
Ramin Khany, GM Waste Management's Redwood Landfill & Earth Care Compost	Presentation on construction and demolition debris facility at Redwood Landfill in Novato.
Kathy Wall, Household Hazardous Waste Program Coordinator	Presentation on the Marin HHW Facility in San Rafael.
Marshalle Graham, Senior Environmental Scientist, Cal Recycle	Presentation on SB 1383 and greenhouse gas reduction.
David Smail and Gregory Pirie Marin Co. Environmental Health	Presentation on edible food donation.

For reference, following is the current Local Task Force directory:

<u>Haulers/Facility Operators</u>	
Marin Sanitary Service	Patty Garbarino
Mill Valley Refuse	Jim Iavarone
Redwood Landfill	Ramin Khany
Bay Cities Refuse (Alternate)	Greg Christie
<u>Special Districts Franchising Solid Waste</u>	
Tamalpais C.S.D.	Heather Abrams
Novato Sanitary District	Dee Johnson, Vice Chair
Las Gallinas Sanitary District (Alt)	Judy Schriebman
<u>Environmental Organizations</u>	
Environmental Forum of Marin	Terri Thomas
Marin Conservation League	Vicki Nichols
Marine Mammal Center	Adam Ratner
<u>Public Members</u>	
County of Marin	Sam Jones
San Rafael	Alice Cochran
Ross Valley	Renee Goddard, Chair
Novato	Matt McCarron
Southern Marin	Molly de Vries

RECOMMENDATION

Receive oral report from your Local Task Force. Information Only.

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Michael Frost, Executive Director

Re: Organizational Assessment and Zero Waste Plan Update Project

Fairfax

Please recall that your Board authorized an Organizational Assessment & Zero Waste Plan Update project in the FY 19-20 budget. The Board also appointed a Board Subcommittee of Chair Alilovich (now Toy), and Directors Donery and Hymel/Eilerman to work on the project. A Request for Proposals (RFP) to solicit professional assistance in the project was issued in late 2019. Two proposals were received, and interviews of both firms were conducted. R3 Consulting Group Inc. was selected to work on the project.

Larkspur

Mill Valley

Novato

Each of the Board Directors should expect to be contacted shortly after this meeting by R3 Consulting to coordinate an individual interview to solicit your thoughts on the Organizational Assessment and Zero Waste Plan Update.

Ross

San Anselmo

For reference, the following table demonstrates the importance for this Agency to undertake a "reset" to make a good faith effort at zero waste. The most recent Marin diversion rate, per the State formula, is 66%, with this Agency having a goal (Resolution No. 07-01) of 80% diversion by 2012 and 94% diversion by 2025.

San Rafael

Sausalito

Tiburon

Reporting Year	CalRecycle Calculated Diversion Rate	Pounds Landfilled Per Person Per Day
<i>2025 = Zero Waste/94% Diversion Per 2007 JPA Zero Waste Resolution</i>		
2018	66%	5.2
2017	69%	4.7
2016	70%	4.9
2015	75%	4
2014	75%	3.8
2013	74%	4
2012	75%	3.8
<i>2012 diversion goal was 80% per the 2007 JPA Zero Waste Resolution</i>		

Recommendation

Receive oral report. Information Only.

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Extension to Household Hazardous Waste Services Agreement
Between the JPA and the City of San Rafael

Larkspur

Please recall that the largest expense, and that the main service and purpose of this Agency is the provision of household hazardous waste services to residents and small businesses in Marin (less Novato – which has its own HHW operation). These services are obtained via a contract between the JPA and City of San Rafael (Fire Department).

Mill Valley

Novato

The Marin Household Hazardous Waste Facility – www.marinhhw.com is located at 565 Jacoby Street in San Rafael and provides service to over 26,000 customers a year. In addition to the permanent facility, the Agreement provides for additional “Toxic Away” days in West Marin for that more remote community. The current agreement was entered into in 2012 – and it expires on June 30, 2020. The arrangement has worked well for the involved parties and is well used and appreciated by the community. The services provided at the facility are the single largest toxics reduction program in the County helping protect public health and the environment.

Ross

San Anselmo

San Rafael

Sausalito

With this Agency currently conducting its Organizational Assessment and Zero Waste Plan Update project – staff is recommending a simple one year extension (with automatic one year renewals incorporated if necessary). This approach allows the Board to consider its larger goals and potential desired updates to this Agreement in concert with other potential changes – without making any long term commitments. Staff from the City of San Rafael Fire Department and Marin Resource Recovery Association will be available for any questions at this meeting.

Tiburon

RECOMMENDATION

Adopt a Motion authorizing and directing the Board Chair to enter the subject agreement.

Attachments:

1. Proposed One Year Extension Already Executed by City of San Rafael
2. Existing Agreement Between City of San Rafael Fire and JPA
3. Marin HHW Annual Report for FY 18-19.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

**FIRST AMENDMENT
TO AMENDED HAZARDOUS WASTE PROGRAM FUNDING AGREEMENT**

This First Amendment is entered into as of the 18th day of May, 2020, by and between the City of San Rafael, a Charter City ("City"), and the Marin County Hazardous and Solid Waste Management Joint Powers Authority ("JPA").

WHEREAS, the City holds a permit from Marin County Certified Unified Program Agency (CUPA) permitting the continuance of the Marin County Permanent Household Hazardous Waste Facility ("HHWF") and Conditionally Exempt Small Quantity Generator ("CESQG") programs, originally undertaken by the City pursuant to a variance permit issued by the California Department of Toxic Substances Control on October 18, 1993; and

WHEREAS, the City entered into the Amended Hazardous Waste Collection Program Agreement ("Collection Agreement") dated January 26, 2012, with Marin Recycling & Resource Recovery Association ("Company"), attached hereto as Exhibit C, pursuant to which Company is operating the permanent collection facility for Approved Hazardous Waste at 565 Jacoby Street in the City of San Rafael, originally undertaken pursuant to the Hazardous Waste Program Collection Agreement between the City and Company, dated September 14, 1995; and

WHEREAS, the JPA and City entered into the Hazardous Waste Program Funding Agreement ("Agreement"), dated July 1, 1996, pursuant to which the City accepted for disposal at the HHWF of Approved Hazardous Waste generated within the boundaries of the member jurisdictions of the JPA identified in Exhibit B to the Agreement in accordance with the City's Collection Agreement with the Company, and performed other HHW programs within the unincorporated areas of Marin County; and

WHEREAS, the JPA and City entered into an "Amended Hazardous Waste Program Funding Agreement" dated January 26, 2012 (the "Amended Agreement") which made certain amendments to the Agreement to clarify funding, documentation and new programs and extended the term of the Agreement; and

WHEREAS, the Amended Agreement is set to terminate on June 30, 2020, and the parties desire to extend the term of the Amended Agreement as set forth in this First Amendment to the Amended Agreement; and

WHEREAS, the City Council of the City and the governing board of the JPA, have given prior approval to enter into this Amended Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Section 8, Subsection A of the Amended Agreement (Term of Agreement and Termination) is hereby amended in its entirety to read as follows:

8. **Term of Agreement and Termination**

A. The term of this Agreement shall commence upon March 1, 2012, and shall expire on June 30, 2021, unless terminated earlier as provided in Subparagraph B. hereafter. Upon expiration of the original term or any renewal term, this Agreement shall automatically be renewed for a one (1) year period unless, at least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

2. The Amended Hazardous Waste Collection Program Agreement ("Collection Agreement") dated January 26, 2012, with Marin Recycling & Resource Recovery Association ("Company") attached hereto as Exhibit C is hereby added to the Agreement as Exhibit C.
3. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.


IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

CITY OF SAN RAFAEL



Jim Schutz
City Manager

ATTEST:



Lindsay Lara
City Clerk

APPROVED AS TO FORM:



City Attorney

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

Garrett Toy
Board Chair

APPROVED AS TO FORM:

Jenna Brady
Counsel for Marin County Hazardous and
Solid Waste Management JPA

**AMENDED HAZARDOUS WASTE PROGRAM
FUNDING AGREEMENT**

This Agreement is entered into as of the 26th day of January, 2012, by and between the City of San Rafael, a Charter City ("City"), and the Marin County Hazardous and Solid Waste Management Joint Powers Authority ("JPA").

WHEREAS, the City and JPA desire to enter into this new Agreement, which shall supersede the Agreement between the City and the JPA, dated July 1, 1996, as thereafter amended, subject to the survival of the indemnification provision in such superseded Agreement, a copy of which is attached hereto as EXHIBIT "A"; and

WHEREAS, the City has received a permit from Marin County Certified Unified Program Agency (CUPA) permitting the continuance of the Marin County Permanent Household Hazardous Waste Facility ("HHWF") and Conditionally Exempt Small Quantity Generator ("CESQG") programs, originally undertaken by the City pursuant to a variance permit issued by the California Department of Toxic Substances Control on October 18, 1993; and

WHEREAS, the City has entered into a Hazardous Waste Collection Program Agreement ("Collection Agreement") dated January 26, 2012, with Marin Recycling & Resource Recovery Association ("Company"), pursuant to which Company will continue to operate the permanent collection facility for Approved Hazardous Waste at 565 Jacoby Street in the City of San Rafael, originally undertaken pursuant to the Hazardous Waste Program Collection Agreement between the City and Company, dated September 14, 1995; and

WHEREAS, the JPA desires and the City is willing to continue, subject to the terms of this Agreement, the acceptance for disposal at the HHWF of Approved Hazardous Waste generated within the boundaries of the member jurisdictions of the JPA identified in EXHIBIT "B" in accordance with the City's Collection Agreement with the Company, and the performance of other HHW programs within the unincorporated areas of Marin County, which obligations were originally undertaken pursuant to the Agreement between the City and the JPA, dated July 1, 1996 ; and

WHEREAS, the City Council of the City and the governing board of the JPA, have given prior approval to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. **Definitions.**

A. "Approved Hazardous Waste" means hazardous waste received from households and conditionally exempt small quantity generators (CESQG) that Company is authorized to receive at the HHWF, including but not limited to:

- Used oil
- Used oil filters
- Household batteries
- Small quantities of mercury
- Latex paints
- Pesticides and herbicides
- Kerosene
- Acids
- Caustics
- Old gasoline
- Other household flammable liquids
- Ethylene Glycol
- Lead acid batteries
- Household cleaners
- Fertilizers
- Oil Based Paints
- Paint strippers
- Lamp oil
- Bases
- Universal Waste

B. "CESQG" is a Conditionally Exempt Small Quantity Generator business that generates no more than 100 kilograms of hazardous waste in a calendar month as defined in H&S Code section 25218.1.

C. "Company" means Marin Recycling & Resource Recovery Association.

D. "HHW" means the Household Hazardous Waste Program.

E. "HHWF" means the portion of property at 565 Jacoby Street leased by Company from Marin Sanitary Service that has been set aside and designated for the Company's receipt of Approved Hazardous Wastes.

F. "City" means the City of San Rafael.

G. "JPA" means the Marin County Hazardous and Solid Waste Management Joint Powers Authority.

2. **Acceptance and Management of Approved Hazardous Waste at HHWF.**

During the term of this Agreement, City shall require that Company accept and manage at the HHWF during its hours of operation, Approved Hazardous Waste from persons who reside in households located within the member jurisdictions of the JPA specified in EXHIBIT "B", or who operate CESQG businesses which are located within the member jurisdictions of the JPA as identified in EXHIBIT "B". The JPA may amend EXHIBIT "B" from time-to-time to add and/or withdraw participating member jurisdictions, effective at the beginning of a fiscal year commencing July 1st, upon giving notice to City on or before the preceding January 15th, provided that any such amendment shall not affect the JPA's indemnification obligations in Paragraph 5.

3. **Other HHW Programs.**

A. City may conduct West Marin Toxic Away Days each year in Bolinas, Pt. Reyes, Woodacre and other Jurisdictions or areas as mutually agreed upon with the JPA. City shall conduct the events by appointment only for a maximum of 40 cars at each location. City shall include the costs for these one day events on the City's monthly HHW program invoice to the JPA.

B. City may cooperate with community non-profit groups operating household compact florescent lamp and battery collection programs and facilitate their dropping these items off at the HHWF free of charge.

C. City may provide environmental management public education and consultations to the public, other public agencies, schools and private parties seeking to obtain information about hazardous material regulations and hazardous materials best management practices.

D. City may have Company implement a Door to Door Household Universal Waste Pick-up Program in accordance with the Amended Hazardous Waste Collection Program Agreement.

4. **Payment of HHW Program Operational, Administrative and Closure Costs.**

A. The City recognizes that funding for the HHW program is derived from tipping fees set and collected by the JPA via its annual budget setting process. To that end, the City shall submit an annual proposed HHW Program Budget to the JPA each year detailing the proposed operational costs, closure costs, building replacement costs, and equipment upgrade and/or replacement costs. The City's submittal of a proposed budget shall provide the forum to evaluate and modify as necessary the proposed program offerings so that they can be accommodated by the budget and associated tipping fees set by the JPA Board. The JPA Board shall have the final say on each year's approved operating budget.

B. JPA shall impose and collect, as tipping fees pursuant to Public Resources Code Section 47109, an amount sufficient to reimburse City for the costs of the HHW program, which may include operational cost, closure costs, building replacement costs, and equipment replacement costs, and the cost for transportation and disposal of Approved Hazardous Waste at approved disposal sites, and to cover payment of the City's administrative costs for overseeing and monitoring the Company's operation of the HHW and CESQG programs, and for undertaking the other HHW programs specified in Paragraph 3 above.

C. In the event that the tipping fees are not available to pay this amount, the JPA shall be required to assess the member jurisdictions of the JPA identified in EXHIBIT "B" to cover this obligation to City.

D. City shall submit monthly invoices to the JPA for the City's costs within one month following the end of each month, detailing the costs specified in Section 4 A. The JPA shall pay such invoices within 30 days of their receipt, provided that the JPA shall be entitled to request any documentation from City reasonably necessary for the JPA to verify the amounts shown on the invoices and to withhold payment for a reasonable time period for receipt and evaluation of the information requested.

E. City shall continue to maintain the following funds for use when needed. If these funds are utilized, the City shall invoice the JPA to maintain the funds at the levels indicated below:

- (1) Facility Closure Costs in the amount of \$50,000.
- (2) Building Replacement in the amount of \$40,000.
- (3) Equipment Replacement in the amount of \$15,000.

5. **Indemnifications for Liabilities.**

A. JPA shall indemnify and defend City for any liabilities incurred by the City in connection with, and not limited to, the collection, storage, treatment, recycling, transportation, or disposal of Approved Hazardous Waste, including but not limited to any demands, claims, actions, or judgments for any bodily injury and property damage to third parties caused by sudden accidental occurrences associated with the HHW and CESQG programs, for any clean-up, remediation, and removal costs, for any response costs, and for any damages to natural resources, for any pollution claims, together with any related fines, penalties, court costs or attorney's fees.

B. Defense of any claims related to the matters contained herein, as provided in Subparagraph A, shall be provided by counsel selected by the consent of both the City and the JPA.

C. City shall use reasonable efforts to obtain recovery for such liabilities from all available resources, including insurance, of the Company, or any other liable party, including any liable hauler, liable disposal facility, or liable CESQG.

6. **Insurance.**

A. JPA shall add the City, its officers, employees, and agents, as an additional insured, on any of its liability insurance pools in which JPA participates, in an amount not less than the liability coverages agreed to by the Company in the Collection Agreement, for the liabilities for which indemnification is provided in Paragraph 5 above. Policy endorsements and certificates of insurance, evidencing such coverage shall be provided to City, and they shall include a provision that such coverage shall not be altered or terminated without thirty (30) days advance written notice to City.

B. Prior to the effective date of this Agreement, City shall arrange for Company to provide the JPA with a Certificate of Insurance naming the JPA and the JPA's member jurisdictions, and their officers, agents, and employees, as additional insured's to the same extent of insurance coverage as is provided to City, its officers, agents, and employees, pursuant to Paragraph 8 of the Collection Agreement.

7. **CESQG Waste.**

CESQG waste shall be collected at the HHWF from businesses located within the boundaries of the member jurisdiction of the JPA specified in EXHIBIT "B", subject to payment by the businesses to Company, of regulatory fees and a service charge, set by the City Council from time-to-time, sufficient to pay the costs for collection, storage, recycling, transportation and disposal of such wastes, and related facility closure costs.

8. **Term of Agreement and Termination.**

A. The term of this Agreement shall commence upon March 1, 2012, and shall expire on June 30, 2020, unless terminated earlier as provided in Subparagraph B. hereafter.

B. This Agreement may be terminated by either City or JPA for cause upon giving thirty (30) days written notice to the other party.

C. Notwithstanding expiration of the term of this Agreement, or termination of this Agreement, the JPA's indemnification obligations set forth in Paragraph 5 shall survive and be enforceable by City as provided therein.

D. Termination or expiration of this Agreement shall not abrogate the legal and financial obligations of the City, JPA or departing JPA members for closure of the HHWF.

E. Any HHWF expenses required to be incurred after the termination date shall be submitted in writing by City to the JPA prior to the City incurring said expenses.

9. **Notices.**

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

City Manager
City of San Rafael
P.O. Box 151560
(1400 Fifth Avenue)
San Rafael, CA 94915-1560

Executive Director
Marin County Hazardous and Solid Waste Management JPA
c/o County of Marin Public Works Department
3501 Civic Center Drive
San Rafael, CA 94903

With a Copy To:

City Attorney
City of San Rafael
P.O. Box 151560
(1400 Fifth Avenue)
San Rafael, CA 94915-1560
415-485-3109

Office of the Marin County Counsel
Attn: Nancy Grisham, Deputy
3501 Civic Center Drive, Ste 275
San Rafael, CA 94903

10. **Entire Agreement – Amendments.**

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written regarding the subject matter between City and the JPA.

C. No other Agreement, promise or statement, written or oral relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by City and JPA.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

11. **Waivers.**

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance law or regulation, shall not be deemed to be a waiver of any other term, covenant or condition, ordinance, law or regulation or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fees, performance or other consideration deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

12. **Costs and Attorney's Fees.**

The prevailing party in any action brought to enforce the terms and conditions of the Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action as determined by the Court. Venue of any action shall be in the Superior Court of the County of Marin.

13. **Governing Law.**

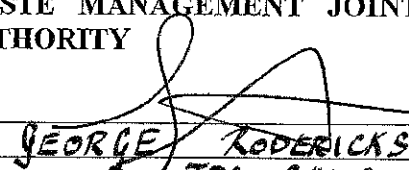
This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF SAN RAFAEL


NANCY MACKLE, City Manager

MARIN COUNTY HAZARDOUS AND SOLID
WASTE MANAGEMENT JOINT POWERS
AUTHORITY


By: GEORGE RODERICKS
Title: JPA CHAIR

ATTEST:

Esther C. Beirne
ESTHER C. BEIRNE, City Clerk

APPROVED AS TO FORM:

[Signature]
COUNSEL for Marin County Hazardous and Solid
Waste Management JPA

APPROVED AS TO FORM:

Eric J. Davis for R.F.E.
ROBERT F. EPSTEIN, City Attorney

EXHIBIT "A"

Contents

Resolution No. 9741: A RESOLUTION OF THE CITY OF SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A HOUSEHOLD HAZARDOUS WASTE AGREEMENT WITH THE MARIN COUNTY SOLID AND HAZARDOUS WASTE JOINT POWERS AUTHORITY and the original funding Agreement between the City and JPA.

Resolution No. 9763: A RESOLUTION OF THE CITY OF SAN RAFAEL CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE HOUSEHOLD HAZARDOUS WASTE AGREEMENT WITH THE MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY and the first amendment to the funding Agreement between the City and JPA.

Resolution No. 11658: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE HOUSEHOLD HAZARDOUS WASTE AGREEMENT WITH THE MARIN COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS AUTHORITY and the second amendment to the funding Agreement between the City and JPA

RESOLUTION NO. 9741

A RESOLUTION OF THE CITY OF SAN RAFAEL
CITY COUNCIL AUTHORIZING THE CITY MANAGER
TO EXECUTE A HOUSEHOLD HAZARDOUS WASTE AGREEMENT
WITH THE MARIN COUNTY SOLID AND HAZARDOUS
WASTE JOINT POWERS AUTHORITY.

WHEREAS, the City Council by Resolution No. 8623 on March 2, 1992, adopted a household hazardous waste (HHW) element as part of the countywide integrated waste management plan, which household hazardous waste element contemplated establishment of a permanent Household Hazardous Waste Collection Facility by the year 1995; and

WHEREAS, the City sought and received in October 1993, from the California Department of Toxic Substances Control, authorization to establish a Household Hazardous Waste Collection Facility and a Conditionally Exempt Small Quantity Generator Waste Collection Facility, located at 565 Jacoby Street in San Rafael, to be operated by Marin Recycling and Resource Recovery Association, a California corporation, under a contract with the City; and

WHEREAS, the City Council on September 5, 1995, pursuant to Resolution No. 9448, approved and entered into a Hazardous Waste Collection Program Agreement, dated September 14, 1995, with Marin Recycling and Resource Association, for the establishment and operation of a permanent Household Hazardous Waste Collection site and a Conditionally Exempt Small Quantity Generator Waste Collection site at 535 Jacoby Street in San Rafael; and

WHEREAS, the City of San Rafael is willing and able to provide Household Hazardous Waste Collection and Conditionally Exempt Small Quantity Generator Collection services to the Marin County Solid and Hazardous Waste Joint Powers Authority, hereinafter referred to as JPA; and

WHEREAS, the foregoing Hazardous Waste Collection Program Agreement provides JPA to reimburse the City of San Rafael and Marin Recycling and Resource Association for the cost of the Household Hazardous Waste Collection Program and the Battery, Oil and Paint Program; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to execute the Agreement with the Marin County Solid and Hazardous Waste Joint Powers Authority attached hereto.

ORIGINAL 9741

I, JEANNE M. LEONCINI, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the Council of said City on Monday, the 18th day of November, 1996, by the following vote, to wit:

AYES: COUNCILMEMBERS: Cohen, Heller, Miller, Phillips & Mayor Boro
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: None

Jeanne M. Leoncini
JEANNE M. LEONCINI, City Clerk

AGREEMENT

THIS AGREEMENT is entered into as of July 1, 1996, by and between the CITY of San Rafael ("CITY"), and the Marin County Hazardous and Solid Waste Joint Powers Authority ("JPA").

WHEREAS, the CITY has received a permit variance from the California Department of Toxic Substances Control, permitting the establishment of a permanent collection facility for household hazardous waste ("HHW") and conditionally exempt small quantity generator waste ("CESQGW") (collectively "Approved Hazardous Waste");

WHEREAS, the CITY has entered into a Hazardous Waste Collection Agreement ("Hazardous Waste Collection Agreement"), dated September 14, 1995, with Marin Recycling Resource Recovery Association ("Company"), pursuant to which Company will operate the permanent collection facility for Approved Hazardous Waste at 565 Jacoby Street in the CITY of San Rafael ("Project site");

WHEREAS, the JPA desires the CITY to accept, and CITY is willing to accept, the disposal at the Project Site of Approved Hazardous Waste generated within the boundaries of the member jurisdictions of the JPA specified in Exhibit "A", subject to an agreement with respect to the JPA's assumption of liabilities, closure costs, and operational costs;

WHEREAS, the City Council of the CITY and the governing board of the JPA, have given prior approval to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Definitions.

To the extent that any terms used herein are contained in the definitions set forth in the aforementioned Hazardous Waste Collection Agreement, such definitions are incorporated herein by reference.

2. Acceptance and Management of Approved Hazardous Waste.

During the term of this Agreement, CITY and Company agree to accept at the Project Site, during the hours of operation set from time to time by the CITY, Approved Hazardous Waste from persons who reside in households located within the member jurisdictions of the JPA specified in Exhibit "A", or who operate small businesses which generate conditionally exempt small quantity generator waste and which are located within the member jurisdictions of the JPA specified in Exhibit "A".

3. Payment of Household Hazardous Waste Operational, Administrative and Closure Costs.

JPA will impose and collect, as tipping fees pursuant to Public Resources Code Section 47109, the sum specified in Exhibit "B" to cover the CITY's budgeted cost for the permanent collection facility, including the operational costs for the collection, storage, treatment, recycling, transportation and disposal of household hazardous waste, CITY administrative costs, and related facility closure costs. This sum, as may hereafter be revised by express written agreement of CITY and JPA, shall be remitted to CITY in quarterly installments, within 45 days of receipt of CITY's statement to JPA. In the event that the tipping fees are not available to pay this specified sum, the JPA shall be required to assess the member jurisdictions of the JPA specified in Exhibit "A" to cover this obligation to CITY.

4. Indemnification for Liabilities.

JPA will indemnify and defend CITY for any liabilities incurred by the CITY in connection with the collection, storage, treatment, recycling, transportation, or disposal of Approved Hazardous Waste under the CITY's Variance permit, including but not limited to any demands, claims, actions, or judgments for any bodily injury and property damage to third parties caused by sudden accidental occurrences at the Project Site, for any clean-up, remediation, and removal costs, for any response costs, and for any damages to natural resources, together with any related fines, penalties, court costs or attorney's fees.

Defense shall be provided by counsel selected by the consent of both the CITY and the JPA.

CITY will use reasonable efforts to obtain recovery for such liabilities from all available resources, including insurance, of the Company, or any other liable party, including any liable hauler, liable disposal facility, or liable conditionally exempt small quantity generators.

5. Insurance.

JPA will add the CITY, its officers, employees, and agents, as an additional insured, on any of its liability insurance policies, or on any public liability insurance pools in which JPA participates, in an amount not less than \$1,000,000, for the liabilities for which indemnification is provided in paragraph 4 above. Policy endorsements and certificates of insurance, evidencing such coverage shall be provided to CITY, and they shall include a provision that such coverage shall not be altered or terminated without thirty (30) days advance written notice to CITY.

Prior to the effective date of this Agreement, CITY shall arrange for Company to provide the JPA with a Certificate of Insurance naming the JPA and the JPA's member jurisdictions, and their officers, agents, and employees, as additional insureds to the same extent of insurance coverage as is provided to CITY, its officers, agents, and employees, pursuant to Paragraph 8 of the Hazardous Waste Collection Agreement.

6. Conditionally Exempt and Small Quantity Generator Waste.

Conditionally exempt small quantity generator waste will be collected at the Project Site from small businesses located within the boundaries of the member jurisdictions of the JPA specified in Exhibit "A", subject to payment by the small businesses to Company, of regulatory fees or service charges, set by the CITY from time to time, sufficient to pay the permanent facility operational costs for collection, storage, treatment, recycling, transportation and disposal of such waste, and related facility closure costs.

As a condition of collecting such waste, CITY will require such conditionally exempt small quantity generators to indemnify CITY for their apportioned share of any liability incurred and attributed to the collection, storage, treatment, recycling, transportation or disposal of their waste by the CITY. Provided, however, that the JPA shall continue to have the indemnification obligation specified in Paragraph 4 with respect to such waste.

7. Term of Agreement and Termination.

(A) The term of this Agreement shall commence upon the execution of an agreement which will provide for an apportionment of liability between the Cities and the County for the indemnification to be provided under Paragraph 4, and shall end coterminous with the expiration date of the CITY's Permit Variance, together with any and all extensions thereof, unless terminated earlier as provided in Subparagraph (B) hereafter.

(B) This Agreement may be terminated by CITY or JPA for cause upon giving ninety (90) days written notice to the other party. This Agreement may be terminated without cause, effective at the end of any fiscal year ending June 30th, upon giving written notice to the other party on or before the preceding March 1st.

(C) Notwithstanding expiration of the term of this Agreement, or termination of the Agreement, the JPA's indemnification obligations set forth in Paragraph 4 shall survive and be enforceable by CITY as provided therein.

(D) Termination of this Agreement shall not abrogate the CITY, JPA or departing members from their legal and financial obligation for closure of the facility. Any facility expenses required to be incurred after the termination date shall be

submitted in writing to the JPA prior to incurring said expenses.

8. Notices.

Any notice or request required or permitted to be given under this Agreement shall be given in writing and shall be deemed to have been given when remitted in any of the following methods:

(A) deposited in the United States mail, first class, postage prepaid, duly addressed, registered or certified, return receipt requested, at the following addresses or at such other address as is directed by either party by written notice given to the other as provided in this Paragraph;

(B) personal delivery;

(C) facsimile transmission, upon written or facsimile confirmation of receipt by the receiving party:

CITY OF SAN RAFAEL

JPA

1400 Fifth Avenue
San Rafael, CA 94901
Attn: City Manager
Fax: (415) 459-2242
with a copy to:

City Attorney at the
address above set
forth.

9. Entire Agreement -- Amendments.

A. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

B. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the CITY and the JPA.

C. No other Agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the CITY and JPA.

E. If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

10. Waivers.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

11. Costs and Attorney's Fees.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

12. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF SAN RAFAEL

JPA



ROD GOULD, City Manager

By: 
Its:  _____

ATTEST:



JEANNE M. LEONCINI, City Clerk

EXHIBIT A

Participating Jurisdictions:

County of Marin

City of Belvedere

Town of Corte Madera

Town of Fairfax

City of Larkspur

City of Mill Valley

Town of Ross

Town of San Anselmo

City of San Rafael

City of Sausalito

Town of Tiburon

JPA Program Costs

EXHIBIT 'B'

JPA Core Program & Household Hazardous Waste Programs					
Franchised Haulers	# of Tons	Core Program	BOP	HHW	Total
Bay Cities	13431	\$20,147	\$10,403	\$26,300	\$56,849
Fairfax	4158	\$6,237	\$3,220	\$8,142	\$17,599
Marin Sanitary	53007	\$79,511	\$41,055	\$103,795	\$224,361
Mill Valley Refuse	28074	\$42,111	\$21,744	\$54,973	\$118,828
Novato Disposal	33272	\$49,908	\$25,770	\$65,151	\$140,829
San Anselmo	7271	\$10,907	\$5,632	\$14,238	\$30,776
Shoreline	6742	\$10,113	\$5,222	\$13,202	\$28,537
Tam CSD	2321	\$3,482	\$1,798	\$4,545	\$9,824
Total Franchised Haulers					
	148276	\$222,416	\$114,843	\$290,344	\$627,603
Facilities					
West Marin	3396	\$5,094	\$2,630	\$6,650	\$14,374
Redwood	22967	\$34,451	\$17,788	\$44,972	\$97,212
MSS Transfer Station	3722	\$5,583	\$2,883	\$7,288	\$15,754
MRRC	24796	\$37,194	\$19,205	\$48,554	\$104,953
	54881	\$82,322	\$42,507	\$107,464	\$232,293
Total	203157	\$304,738	\$157,350	\$397,808	\$859,896

Cost per ton	\$1.50	\$0.77	\$1.96	\$4.23
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JPA Core Program & Household Hazardous Waste Programs-excluding Novato HHW					
Franchised Haulers	# of Tons	Core Program	BOP	HHW	Total
Bay Cities	13431	\$20,147	\$12,440	\$28,815	\$61,402
Fairfax	4158	\$6,237	\$3,851	\$8,921	\$19,009
Marin Sanitary	53007	\$79,511	\$49,096	\$113,722	\$242,329
Mill Valley Refuse	28074	\$42,111	\$26,003	\$60,231	\$128,344
Novato Disposal	33272	\$49,908			\$49,908
San Anselmo	7271	\$10,907	\$6,735	\$15,599	\$33,240
Shoreline	6742	\$10,113	\$6,245	\$14,464	\$30,822
Tam CSD	2321	\$3,482	\$2,150	\$4,980	\$10,611
Total Franchised Haulers					
	148276	\$222,416	\$106,518	\$246,732	\$575,666
Facilities					
West Marin	3396	\$5,094	\$3,145	\$7,286	\$15,525
Redwood	22967	\$34,451	\$21,272	\$49,274	\$104,997
MSS Transfer Station	3722	\$5,583	\$3,447	\$7,985	\$17,016
MRRC	24796	\$37,194	\$22,966	\$53,198	\$113,359
	54881	\$82,322	\$50,832	\$117,743	\$250,897
Total	203157	\$304,738	\$157,350	\$364,475	\$826,563
# of tons for calculation	203157		169885		
Cost per ton	\$1.50	\$0.93	\$2.15		

Total Cost of Three Programs w/o Novato	\$4.57 per ton
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Per unit Calculation of HHW Programs		
County wide @ 97500 est units	per year	\$5.69 per unit
	per month	\$0.47 per unit
County wide excluding Novato @ 20000 est units	per year	\$6.73 per unit
	per month	\$0.56 per unit

RESOLUTION NO. 9763

A RESOLUTION OF THE CITY OF SAN RAFAEL CITY
COUNCIL AUTHORIZING THE CITY MANAGER TO
EXECUTE AN AMENDMENT TO THE HOUSEHOLD
HAZARDOUS WASTE AGREEMENT WITH THE MARIN
COUNTY HAZARDOUS AND SOLID WASTE JOINT POWERS
AUTHORITY

WHEREAS, the City Council adopted Resolution No. 9741 on November 18, 1996, authorizing the City Manager to execute a Household Hazardous Waste Agreement with the Marin County Hazardous and Solid Waste Joint Powers Authority ("JPA"), providing for the disposal at the City's approved facility of household hazardous waste and conditionally exempt small quantity generator waste, which has been generated within participating members of the JPA designated in Exhibit "A" of the Agreement;

WHEREAS, the foregoing Agreement did not explicitly provide a procedure for the addition and/or withdrawal of participating members of the JPA, and the parties desire to amend the Agreement to explicitly provide such a procedure;

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to execute the Amendment to Household Hazardous Waste Agreement with the Marin County Joint Hazardous and Solid Waste Joint Powers Authority, in the form attached hereto.

I, JEANNE M. LEONCINI, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 6th day of JANUARY, 1997, by the following vote, to wit:

AYES: COUNCILMEMBERS: Cohen, Heller, Miller, Phillips & Mayor Boro

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None


JEANNE M. LEONCINI, City Clerk

ORIGINAL 9763

AMENDMENT TO HOUSEHOLD HAZARDOUS WASTE AGREEMENT

This Amendment to Household Hazardous Waste Agreement, is entered into as of November 25, 1996, by and between the City of San Rafael ("City") and the Marin County Hazardous and Solid Waste Joint Powers Authority ("JPA").

WHEREAS, City and JPA entered into a Household Hazardous Waste Agreement ("Agreement"), dated July 1, 1996, providing for the disposal of household hazardous waste and conditionally exempt hazardous waste ("Approved Hazardous Waste"), generated within the jurisdictions of the designated participating members of the JPA, at the City's approved facility within the City of San Rafael, in accordance with the terms of that Agreement;

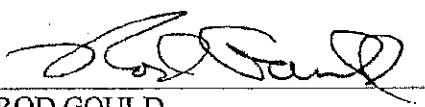
WHEREAS, the Agreement provided under Paragraph 2 and Exhibit "A" for the initial designation of the participating members of the JPA, but did not describe the procedure for the subsequent addition or withdrawal of participating members, and City and JPA now desire to amend the Agreement to expressly provide for such procedure.

NOW THEREFORE, the parties agree that the Agreement shall be deemed amended by adding a second sentence to Paragraph 2, to read as follows:

"The JPA may amend Exhibit "A" from time-to-time to add and/or withdraw participating member jurisdictions, effective at the beginning of a fiscal year commencing July 1st, upon giving written notice to CITY on or before the preceding January 15th, provided that any such amendment shall not affect the JPA's indemnification obligations in Paragraph 4."


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CITY OF SAN RAFAEL



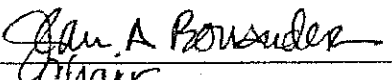
ROD GOULD
City Manager

ATTEST:



JEANNE M. LEONCINI
City Clerk

MARIN COUNTY HAZARDOUS AND
SOLID WASTE JOINT POWERS
AUTHORITY

By: 
Its Chair

COPY

RESOLUTION NO. 11658

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO THE HOUSEHOLD HAZARDOUS WASTE
AGREEMENT WITH THE MARIN COUNTY HAZARDOUS AND SOLID
WASTE JOINT POWERS AUTHORITY**

WHEREAS, the City Council adopted Resolution No. 9741 on November 18, 1996, authorizing the City Manager to execute a Household Hazardous Waste Agreement with the Marin County Hazardous and Solid Waste Joint Powers Authority ("JPA"), providing for the disposal at the CITY'S approved facility of household hazardous waste and conditionally exempt small quantity generator waste, which has been generated within participating members of the JPA designated in Exhibit "A" of the Agreement; and

WHEREAS, Section 3 of the agreement obligates the JPA to impose and collect fees to cover the CITY'S budgeted cost, as specified in Exhibit "B": of the Agreement, for the acceptance and management of hazardous wastes; and

WHEREAS, Section 3 further directs that the sum expressed in Exhibit "B" of the Agreement be revised by express written agreement of the CITY and JPA; and

WHEREAS, the parties desire to amend the agreement to expedite the process to which Exhibit "B": of the Agreement is revised.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael authorizes the City Manager to execute the Amendment to Household Hazardous Waste Agreement with the Solid and Hazardous Waste Joint Powers Authority, a copy of which is hereby attached and by this reference made a part hereof.

I, JEANNE M. LEONCINI, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 1st day of November, 2004 by the following vote, to wit:

AYES: COUNCILMEMBERS: Heller, Miller and Mayor Boro
NOES: COUNCILMEMBERS: None
ABSENT: COUNCILMEMBERS: Cohen and Phillips

Jeanne M. Leoncini
JEANNE M. LEONCINI, City Clerk

ORIGINAL

11658

**SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE
CITY OF SAN RAFAEL AND THE MARIN COUNTY HAZARDOUS AND SOLID
WASTE JOINT POWERS AUTHORITY DATED JULY 1, 1996**

THIS SECOND AMENDMENT to the Household Hazardous Waste Agreement is made and entered into this 15th day of November, 2004, by and between the City of San Rafael (hereinafter referred to as "CITY") and Marin County Hazardous and Solid Waste Joint Powers Authority (hereinafter referred to as "JPA").

RECITALS

WHEREAS, the CITY and the JPA entered into an agreement for the CITY to accept and manage approved hazardous wastes from persons who reside in households or who operate small businesses which generate conditionally exempt small quantity generator waste located within the member jurisdictions of the JPA specified in Exhibit "A" of the Agreement, dated July 1, 1996 ("Agreement"); and

WHEREAS, the CITY and JPA amended the Agreement on January 6, 1997; and

WHEREAS, Section 3 to the agreement obligates the JPA to impose and collect fees to cover the CITY's budgeted cost, the sum specified in Exhibit "B" of the Agreement, for the acceptance and management of hazardous wastes; and

WHEREAS, Section 3 further stipulates the sum expressed in Exhibit "B" of the Agreement be revised by express written agreement of the CITY and JPA; and

WHEREAS, the parties desire to amend the agreement to shorten the process to which Exhibit "B" of the Agreement is revised.

NOW, THEREFORE, the parties agree to modify Section 3 as set forth below.

AGREEMENT

1. Section 3 is hereby amended to read as follows:

Payment of Household Hazardous Waste Operation, Administrative and Closure Costs.

JPA will impose and collect, as tipping fees pursuant to Public Resources Code 47109, the sum specified in Exhibit "B" to cover the CITY's budgeted cost for the permanent collection, storage, treatment, recycling, transportation and disposal of household hazardous waste, CITY administrative costs, and related facility closure costs. This sum, as may hereafter be revised by proposed budget submitted annually by CITY and approved by JPA, will be remitted to City in monthly installments, within 45 days of receipt of CITY's statement to the JPA. In the event that the tipping fees are not

available to pay this specified sum, the JPA shall be required to assess the member jurisdictions of the JPA specified in Exhibit "A" to cover this obligation to CITY

2. Except as otherwise provided herein all terms and conditions of the agreement shall remain in full force and effect.

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

"CITY"

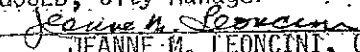
"JPA"

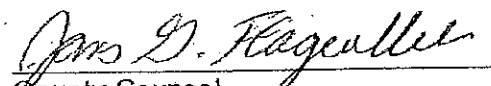
City of San Rafael

Marin County Hazardous and Solid Waste
Joint Powers Authority

By: 
ROD GOULD, City Manager



ATTEST: 
APPROVED: JEANNE M. LEONCINI, City Clerk


County Counsel

F:\Waste\Wfrost\JPA\SECOND ADDENDUM TO AGREEMENT.doc

EXHIBIT "B"

Participating Jurisdictions

County of Marin
City of Belvedere
Town of Corte Madera
Town of Fairfax
City of Larkspur
City of Mill Valley
Town of Ross
Town of San Anselmo
City of San Rafael
City of Sausalito
Town of Tiburon

RESOLUTION NO. 13283

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED HAZARDOUS WASTE PROGRAM FUNDING AGREEMENT WITH THE MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

WHEREAS, the City Council adopted Resolution No. 9741 on November 18, 1996, authorizing the City Manager to execute a Household Hazardous Waste Agreement with the Marin County Hazardous and Solid Waste Joint Powers Authority (JPA), providing for the disposal at the City's approved facility of household hazardous waste and conditionally exempt small quantity generator waste; and

WHEREAS, Section 4 of the agreement obligates the JPA to impose and collect fees to cover the City of San Rafael's budgeted cost, as specified in Exhibit "A" of the Agreement, for the acceptance and management of hazardous wastes; and

WHEREAS, the City of San Rafael and Marin County Hazardous and Solid Waste Joint Powers Authority have agreed upon the amendments to clearly specify funding, documentation, and new programs.

NOW THEREFORE, BE IT RESOLVED that the San Rafael City Council authorizes and empowers the City Manager of the City of San Rafael to execute in the name of the City of San Rafael the Amended Hazardous Waste Program Funding Agreement in a form approved by the City Attorney.

BE IT FURTHER RESOLVED that the City Council of the City of San Rafael finds that the actions taken by the Resolution are not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b) (3) of the CEQA Guidelines because there is no possibility that they will have a significant effect on the environment as provided by CEQA. The City Clerk is hereby directed to file the necessary Notice of Exemption as provided under CEQA.

I, ESTHER C. BEIRNE, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Tuesday, the 17th day of January, 2012 by the following vote, to wit:

AYES: COUNCILMEMBERS: Connolly, Heller, Levine, McCullough & Mayor Phillips

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

Esther C. Beirne
ESTHER C. BEIRNE, City Clerk

 ORIGINAL

000000





Marin Household Hazardous Waste Program

Fiscal Year 2018/19 Report





Fiscal Year 2018/19 Summary

The Marin Household Hazardous Waste (HHW) Program had another productive and successful year, once again ending FY 2018/19 significantly under budget while maintaining exemplary service.

The Marin Recycling & Resource Recovery Association (MRRRA) welcomed two new HHW employees, HHW Associate Hugo Solorzano and HHW Technician Diego Reyes. The HHW Associate, a new position, is responsible for scheduling appointments for commercial customers, responding to residential customer inquiries, and assisting the HHW Program Manager with data collection and analysis. HHW Technicians handle and package household hazardous waste.

Every second matters in an emergency; knowing where to go can save lives and property. To that end, emergency maps were posted in five locations at the HHW Facility. In case of emergency, employees and guests at the Facility can check the nearest map for information on evacuation routes, emergency exits, and fire extinguishers.

The success of the HHW Program depends on residents and small businesses knowing how to dispose of household hazardous waste. With new residents and businesses arriving in Marin County on a regular basis, community outreach is essential. The HHW

Facility expanded its outreach efforts in the last year, culminating in the unveiling of the enhanced facility [website](#) in May 2019. For the first time, the HHW Facility also co-sponsored the annual Día de los Muertos celebration in East San Rafael, and new shirts and sweaters were provided to employees as part of the facility's branding efforts.

The interior of the facility's reuse area was redesigned to provide a more intuitive and pleasurable experience for customers. Included in the redesign was a custom paint job by a local artist as well as written shelf labels and customer instructions.



Finally, two successful West Marin Toxic Away Day temporary collection events were held, one in October 2018 in Bolinas and another in May 2019 in Point Reyes Station. Approximately 80 residents participated, collectively bringing in more than 11,000 pounds of household hazardous waste.

HHW Program Overview

The Marin HHW Program is a combination of HHW services provided at the Marin HHW Facility and at West Marin Toxic Away Days. Residents of Marin County, except Novato, may drop off their HHW at the facility or at the collection events for free, and residents of San Rafael may have their waste picked up from their house for a fee. Conditionally Exempt Small Quantity Generator (CESQG)¹ businesses may drop off their hazardous waste for a fee. The facility is operated by Marin Recycling & Resource Recovery Association and managed by the San Rafael Fire Department.

¹ Entities that generate no more than 100 kilograms (220 pounds) of hazardous waste per month. The term CESQG is no longer being used in federal regulations, having been replaced by VSQG (Very Small-Quantity Generator) in 2017. However, the California Department of Toxic Substances Control (DTSC) does not yet reference VSQG in its regulations or statutes.

The Marin HHW Facility offers a reuse area where like-new products are available for residents and businesses to take for free. The reuse area is open to the public during facility hours. Additionally, we offer reprocessed latex paint for a fee to the public and to local jurisdictions for the use of graffiti abatement, offered in white, beige, and gray.

Household battery collection bins are conveniently located at fire stations and select businesses across Marin County. These bins are only for use by Marin County households and the batteries are then brought to the Marin HHW Facility and sent for recycling. This program is run separately from the JPA's Bulb and Battery Program.

The following table is a brief summary of the number of people who participated in the Marin HHW Program and the amount of waste that was collected in FY 2018/19. The HHW Program collected 1,512,855 pounds of hazardous waste overall, down 9.7% from the FY 2017/18 total of 1,676,279 pounds. This change was largely driven by a decrease in collections of paint and electronic waste. [PaintCare](#), our paint stewardship partner, opened several new drop-off locations in Marin County in the last year as an alternative to the HHW Facility. Additionally, quantities (by weight) of electronic waste, especially devices containing cathode ray tubes (CRTs), have decreased for several consecutive years as devices have become lighter and technologies have improved.

<u>Program Type</u>	<u>Pounds Collected</u>	<u>Household Participants</u>	<u>CESQG Participants</u>
Marin HHW Facility	1,501,660	26,808	429
Bolinas Toxic Away Day	5,171	40*	N/A
Pt. Reyes Toxic Away Day	6,024	40*	N/A
Reuse Area	55,207	N/A	

*=approximate total; does not account for walk-ins



Budget

The HHW Facility's FY 2018/19 budget allocation was \$1,632,084, a 7.1% increase from the FY 2016/17 budget of \$1,523,266. This increase was higher than usual to allow for the Facility to hire an HHW Associate. Financially, the Marin HHW Program ended the year \$104,450 under budget.

Over the course of the fiscal year, the Marin HHW Program recovered \$101,906 in outside funding; most of this came from CESQGs, with additional money received from battery recycling.

Separately, the San Rafael Fire Department organized two Toxic Away Day events, with total expenses of \$19,574.

Temporary HHW Collection Events 2018/2019 Expenses

<u>Expense Item</u>	<u>Actual</u>
<u>Labor Costs</u>	
Bolinas	\$2,475
Pt. Reyes Station	\$1,980
Labor Costs Subtotal	\$4,455
<u>Disposal Costs</u>	
Bolinas	\$4,408
Pt. Reyes Station	\$5,862
Disposal Costs Subtotal	\$10,270
<u>Supply Purchase Costs</u>	
Bolinas	\$1,687
Pt. Reyes Station	\$1,551
Supply Purchase Costs Subtotal	\$3,238
<u>Outreach Costs</u>	
Bolinas	\$895
Pt. Reyes Station	\$716
Outreach Costs Subtotal	\$1,611
GRAND TOTAL:	\$19,574



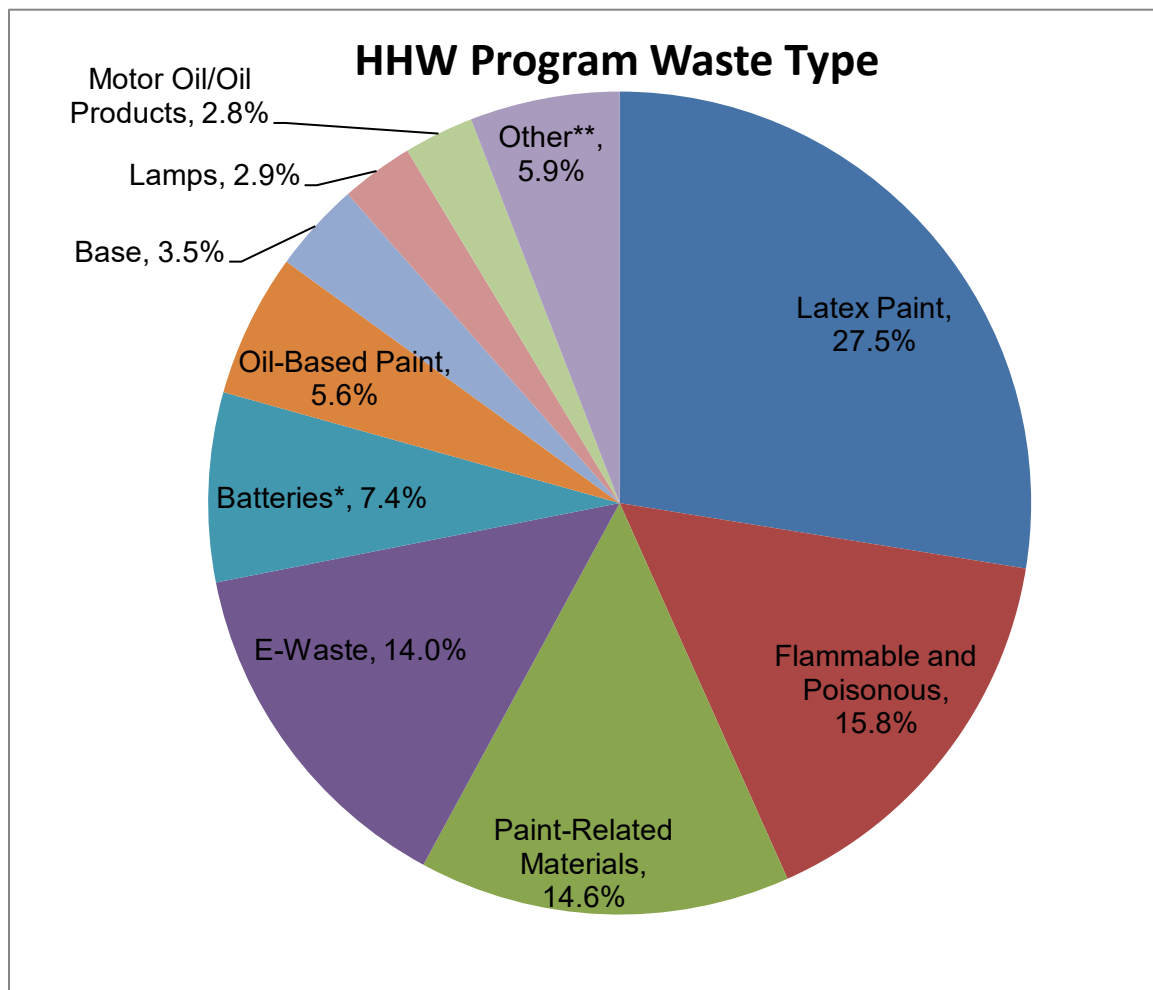
HHW Facility 2018/2019 Actual Results

<u>Expense Item</u>	<u>Actual</u>
Classified Personnel	\$ 472,613.49
Vacation pay	\$ 46,809.27
Group Life/Health Insurance	\$ 92,758.97
Worker's Compensation	\$ 67,992.92
Retirement	\$ 21,911.40
Payroll Taxes	\$ 39,885.00
PERSONNEL SUBTOTAL	\$ 741,971.05
Legal and Professional	\$ 0
Travel & Conference	\$ 6,424.38
Training Instruction & Medical Examinations	\$ 0
Professional Dues and Subscriptions	\$ 0
Equipment Rental/Repair	\$ 11,584.45
Waste Disposal Costs	\$ 384,122.93
Advertising & Community Promotions	\$ 3,600.00
Insurance & Surety Bonds	\$ 16,207.32
Admin. Allocation	\$ 70,537.88
Office Supplies	\$ 26,906.76
Clothing & PPE Supplies	\$ 41,996.68
Miscellaneous Supplies & Materials	\$ 79,391.92
Maintenance Buildings & Improvements	\$ 4,160.00
NON-PERSONNEL SUBTOTAL	\$ 644,932.33
Operating Ratio	\$ 145,586.52
Rental/Land	\$ 97,050.24
EXPENSES SUBTOTAL	\$ 1,532,489.90
OUTSIDE FUNDING SOURCES:	
E-Waste Monies	\$ (0)
Batteries Monies	\$ (3,711.00)
Paint Sale Monies	\$ (0)
CESQG Monies	\$ (98,195.36)
OUTSIDE FUNDING SUBTOTAL	\$ (101,906.36)
GRAND TOTAL	\$ 1,527,633.80
Approved Budget for FY 2018/19	\$ 1,632,084.23
Under budget	\$ 104,450.43

Waste Analysis

The following waste totals include the West Marin Toxic Away Days.

The facility continues to save money by partnering with PaintCare, which pays the San Rafael Fire Department to take certain paint products from the facility for recycling. The oil-based paint category only includes items on PaintCare's accepted materials list; it does not include paint that has been bulked with other flammable liquids. About one-third of the Marin HHW Facility's annual waste (by weight) went to PaintCare, with paint-related materials such as thinners and resins that are not a part of PaintCare accounting for an additional 14.6% of HHW program waste.



* = "Batteries" category includes household, rechargeable, and car batteries. These are individually listed in the table on page 8.

** = Quantities of other waste types are included in the table on page 8.

HHW Program Waste Totals by Type in Pounds

Waste Type	Pounds	% of Total
Latex Paint	416,721	27.5
Flammable and Poisonous	238,514	15.8
Paint-Related Materials	220,898	14.6
E-Waste	211,720	14.0
Oil-Based Paint	85,249	5.6
Household Batteries	71,445	4.7
Base	53,534	3.5
Lamps	43,152	2.9
Motor Oil/Oil Products	41,605	2.8
Car Batteries	24,655	1.6
Aerosol Cans	22,364	1.5
Asbestos	21,480	1.4
Rechargeable Batteries	16,405	1.1
Acid	15,705	1.0
Antifreeze	10,015	0.7
Oxidizer	5,080	0.3
Used Oil Filters	2,646	0.2
PCB-containing	2,005	0.1
Sharps	1,009	0.1
Thermostats	70	0.0
Mercury-Containing Items (except Thermostats)	58	0.0
unclassified	8,525	0.6
FY 18/19 Total:	1,512,855	
FY 18/19 Monthly Average:	126,071	



Destination Method

Destination methods are based on the CalRecycle 303a reporting categories. Compared to the previous fiscal year, the percentage of waste (by weight) being recycled was down slightly, from 63% to 58%; this was primarily due to a decrease in collections of paint and electronic waste. Common waste items that are recycled are latex paint, e-waste, batteries, and motor oil.

Otherwise, the destination percentages are similar to those from prior years, with slight increases for reuse and destructive incineration. Only 1.5% of waste was landfilled.

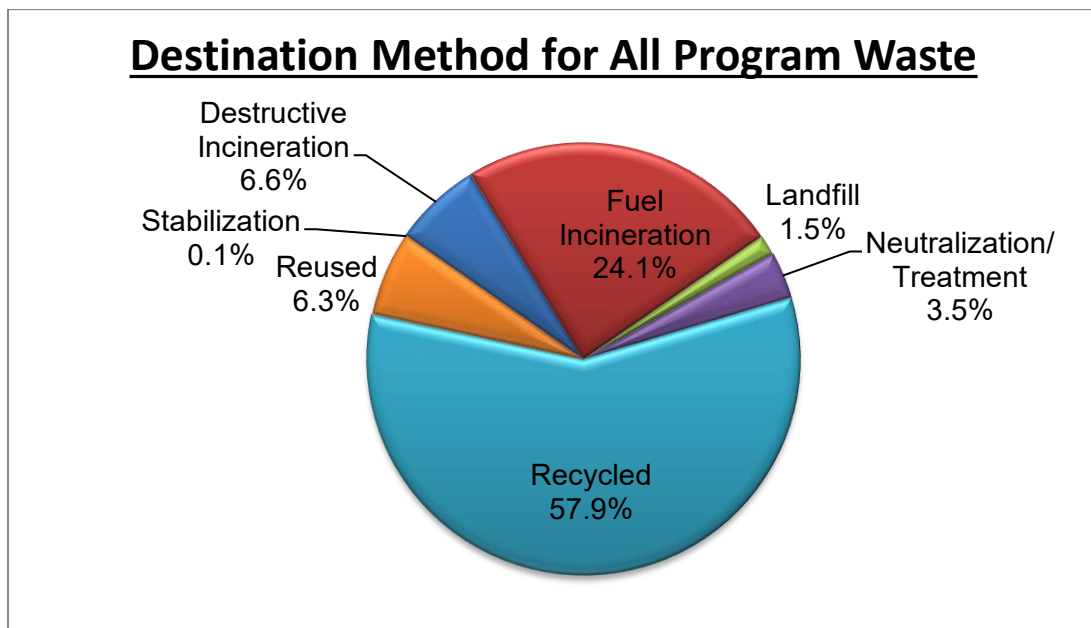
Reuse as a share of waste increased slightly. Most of the reused items were e-waste, household cleaners, pesticides, and paint products.

There are two types of incineration: destructive and fuel. The goal of destructive incineration is to simply destroy the material. During fuel incineration, energy is recovered through the burning process and sometimes material will also be recovered. The most common types of HHW used for fuel incineration are oil-based paint and flammable liquids, while poisons make up the majority of the waste sent for destructive incineration.

Among household hazardous wastes, only acids and bases go through neutralization and treatment. During this process, the pH of the waste is chemically adjusted to remove the hazard.

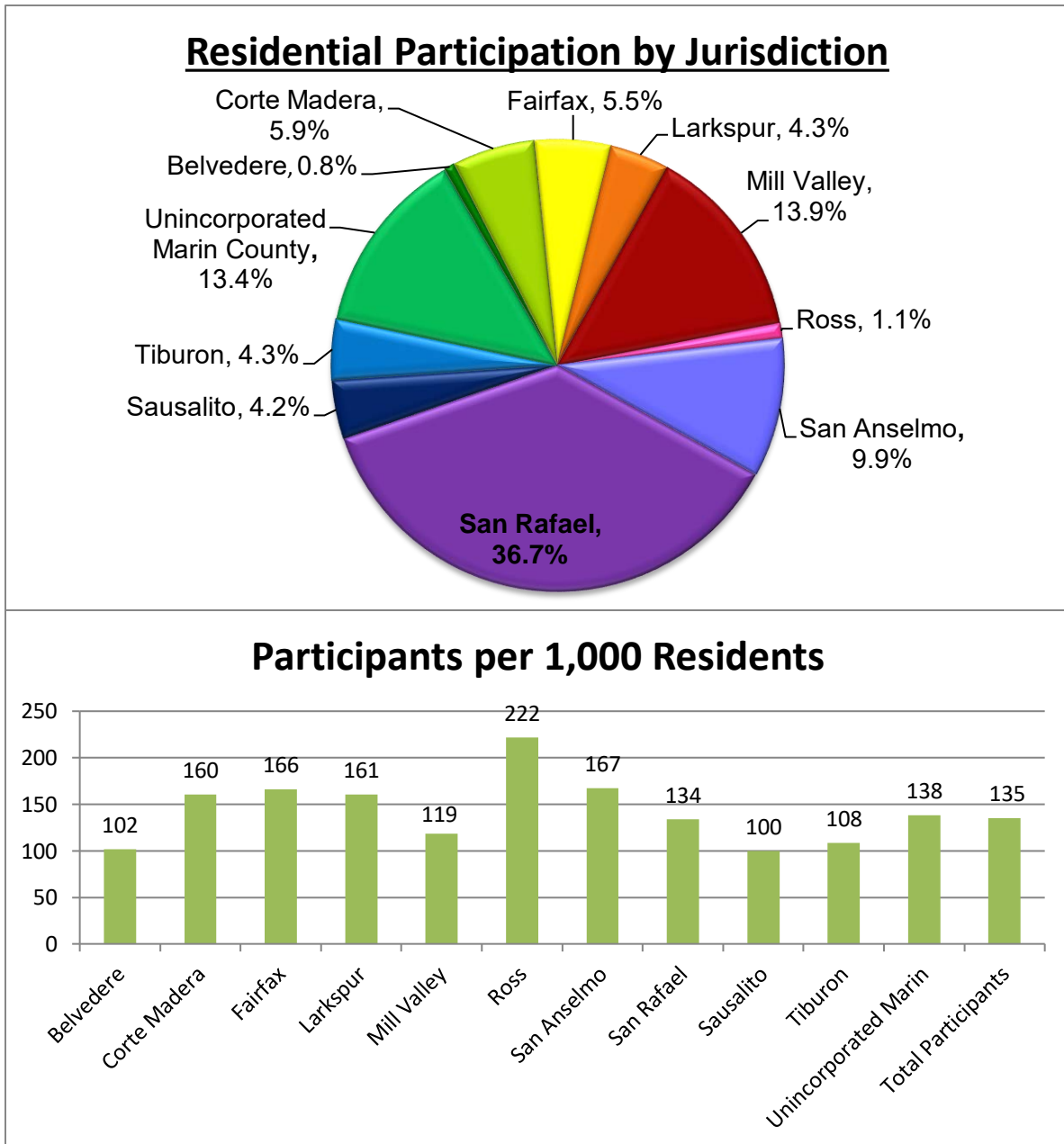
Just under 2,000 pounds of oxidizers were sent for stabilization, during which waste is brought to a solid or semi-solid state and is rendered non-hazardous.

Nearly all the landfilled waste consisted of asbestos.



Residential Participation

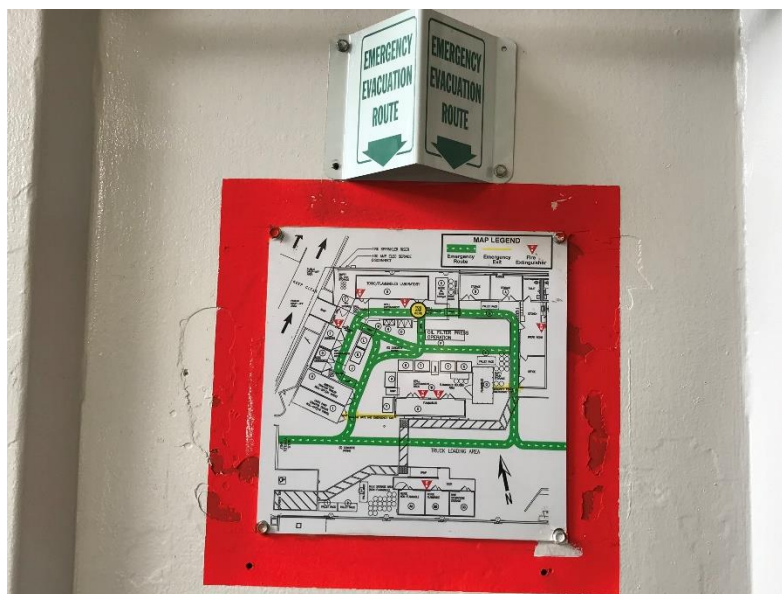
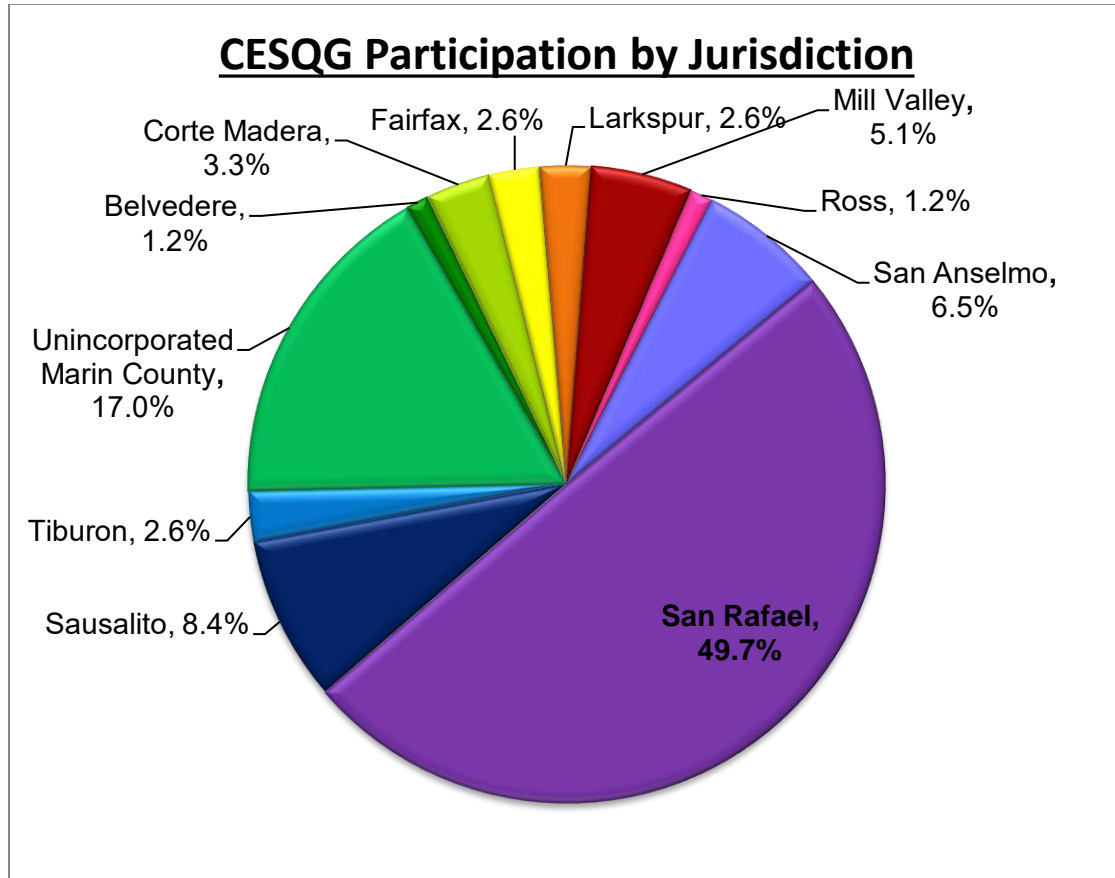
Participants are sorted by jurisdiction by reviewing the mailing address on their identifying documentation. Residents from unincorporated communities adjacent to a city thus are likely to be counted as city residents; for example, residents of Tamalpais Valley are counted as residents of Mill Valley. To account for this, city populations are based on U.S. Census ZIP Code Tabulation Area (ZCTA) data. The data show that residents from all over the service area use the facility.



* = City population based on ZIP Code Tabulation Area (ZCTA) data from U.S. Census Bureau

CESQG Participation

Although businesses from all over the county bring their hazardous waste to the facility, nearly half are from a single jurisdiction: San Rafael.



Looking Forward FY 2019/20

The HHW Program continues to seek out innovative approaches for enhancing recycling and reuse opportunities.

The Marin County Department of Public Works hired a new Waste Prevention Specialist, Andrew Shelton, in Summer 2019. We are excited for the opportunity to partner with Mr. Shelton on HHW-related events and projects impacting Marin County.

After the Marin HHW Facility's e-scrap processor, ECS Refining, permanently shut down at the end of June 2018, the facility has continued to work with its partner, Renew Computers, to manage output of electronic waste. However, instead of receiving revenue of approximately \$10,000 a year from e-waste, the facility now experiences a net loss from e-waste recycling. This is expected to be the new normal moving forward.

Despite this and other challenges, our excellent and hard-working staff will continue our mission to provide a safe and convenient way for members of the public and small businesses to dispose of their hazardous waste.



MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere	Date: May 28, 2020
Corte Madera	To: JPA Board of Directors
County of Marin	From: Steve Devine, Program Manager
Fairfax	Re: Extension to Operating Agreement with the County of Marin
Larkspur	Please recall that the fiscal, managerial and operational functions of this Agency are provided by a contract between the JPA and the County of Marin. The current Agreement (entered into in 2012) expires on June 30, 2020.
Mill Valley	Due to the Organizational Assessment and Zero Waste Plan Update that is underway – staff recommends that the Agreement be simply renewed for one year to allow time for the JPA to better explore and identify changes it might desire to better implement its goals.
Novato	
Ross	Attached is a proposed one year extension, to the existing agreement which also provides for automatic renewals and mutually exercisable cancellation provisions.
San Anselmo	
San Rafael	RECOMMENDATION Adopt a Motion authorizing and directing the Board Chair to enter into the attached agreement.
Sausalito	Attachments:
Tiburon	1. Proposed One Year Extension to Operating Agreement. 2. Current Operating Agreement – For Reference.

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

FIRST AMENDMENT TO AGREEMENT

This First Amendment is entered into as of the ____ day of _____, 2020, by and between the County of Marin, a political subdivision of the State of California, ("County"), and the Marin County Hazardous and Solid Waste Management Joint Powers Authority ("JPA").

WHEREAS, the JPA and County entered into an agreement dated February 26, 2013 (the "Agreement"), whereby the County agreed to administer and manage the services set forth in Articles 6.1 and 6.2 of the Revised Marin County Hazardous and Solid Waste Joint Powers Agreement, attached as Exhibit A to the Agreement; and

WHEREAS, the Agreement is set to terminate on June 30, 2020, and the parties desire to extend the term of the Agreement as set forth in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Section 2 of the Agreement (Term of Agreement) is hereby amended in its entirety to read as follows:

8. **Term of Agreement and Termination**

A. The term of this Agreement shall commence upon July 1, 2020 and shall expire on June 30, 2021. Upon expiration of the term or any renewal term, this Agreement shall automatically be renewed for a one (1) year period unless, at least one hundred and eighty (180) days prior to the renewal date, either party provides to the other written notice of its desire not to automatically renew this Agreement.

2. Except as otherwise provided herein, all terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date set forth above.

COUNTY OF MARIN

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

By: _____

Title: _____

ATTEST:

APPROVED AS TO FORM:

COUNSEL for Marin County Hazardous
and Solid Waste Management JPA

APPROVED AS TO FORM:

AGREEMENT

THIS AGREEMENT, regarding staff services for Waste JPA is made and entered into this 26 day of FEB, 2013 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.

2/26/13
CA86

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.

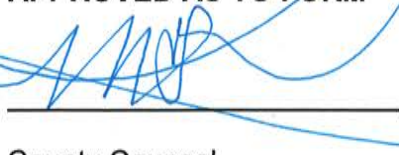
COUNTY OF MARIN

By 
Judy Arnold
President, 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

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Re: FY 20-21 JPA Budget and Related Hauler/Facility Assessments

Fairfax

Larkspur

Mill Valley

Novato

Following and attached are the proposed Marin County Hazardous and Solid Waste Management Joint Powers Authority FY 20-21 Budget (Attachment 1) and associated hauler/facility fee assessments. In light of COVID-19, and the Agency currently conducting the Organizational Assessment/Zero Waste Plan Update Project -- the budget reflects a year-over-year reduction in expenses of \$107,826. That said, due to a smaller "carry-over" (the JPA's checking account balance) compared to the prior fiscal year – there is an overall, necessary increase in hauler and facility assessments of 6.3%.

Ross

Background

San Anselmo

San Rafael

Sausalito

The vast majority of expense residents and business have in their "garbage bill" is for the cost of the labor to collect their garbage, compost and recycling – and those costs are overseen by the individual Cities, Towns, County or special districts overseeing collection franchises. Other significant costs include vehicles, fuel, landfilling, and recyclables and compost processing. **The price for the services provided by this Agency equates to ~1% to ~2% of the total typical residential bill** – as reported to us by the five haulers operating in Marin County.

Tiburon

The methodology to calculate the assessments generating the JPA's revenue requirement is prescribed in the 1996 JPA Agreement. That methodology utilizes that distribution of the origin of Marin refuse tons as the means to allocate the revenue requirement. The tonnage allocation is reset every two years based on recent actuals. In 2017 there was abnormally high tonnage at the Redwood Landfill from the Sonoma fires disaster. The tonnage distribution has since returned to a more typical distribution and accordingly the balance of assessments has decreased for the Redwood Landfill and increased/returned to more typical levels for the haulers and transfer stations.

To better understand the context of JPA rate setting, each year the JPA polls the five local haulers to provide an answer to the question: *What is the Magnitude of the JPA Revenue Requirement as it Translates to Your Typical Residential Customer?*

Following are the responses from each of the County's five haulers:

<i>Hauler</i>	<i>Average 2020 Monthly Residential Rate</i>	<i>JPA Portion</i>	<i>% of Total Monthly Bill</i>
Bay Cities Refuse	\$42.06	.51¢	1.3%
Marin Sanitary Service	\$44.73	.57¢	1.2%
Mill Valley Refuse	\$47.29	.35¢	0.7%
Recology	\$36.19	.69¢	1.9%
Tamalpais CSD	\$60.89	.45¢	0.7%

Please recall that the JPA is not funded by County, City or Town general funds or any sort of assessment on the Member Agencies. The JPA is funded by lump-sum assessments on the five waste haulers noted above, and the following solid waste facilities: Redwood Landfill in Novato, Marin Resource Recovery Center, and Marin Sanitary Transfer Station. In turn, all these operators pass along these costs to their customers as they see fit.

The JPA Budget is Organized into Three Funds:

The three Funds used to organize the JPA's finances are the Zero Waste Fund, the State Reporting Fund and the Household Hazardous Waste Fund.

1. Zero Waste Fund

(JPA Section 6.2) Optional Member Participation

Novato does not participate in this program.

2. State Reporting and Requirements Fund

(JPA Section 6.1) All Members Participate

3. Household Hazardous Waste (HHW) Fund

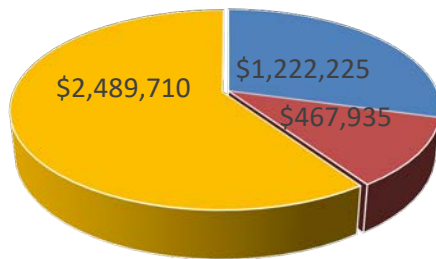
(JPA Section 6.2) Optional Member Participation

Novato does not participate in this program, as it operates its own household hazardous waste collection program.

A summary of activities in each of these three categories is summarized below.

Fund Center	FY19-20 Expense Budget	FY 20-21Proposed Expense Budget
1. Zero Waste	\$1,212,844	\$1,222,225
2. State Reporting	\$ 621,909	\$467,935
3. Hazardous Waste	\$2,452,943	\$2,489,710

Expenses



- Zero Waste Fund
- State Reporting Fund
- HHW Fund

1. **ZERO WASTE**

Ongoing and proposed Zero Waste activities account for 29% of proposed JPA expenditures and include:

- The Construction and Demolition Program would continue to help educate and support Member Agencies' building inspectors and the public with implementation of Construction & Demolition Programs as required by Cal Green and to help Marin reach its zero waste goals, and parent with the Marin Builder's Association.
- The Home Composting Program provides training to the community promoting waste reduction, water conservation and the greenhouse gas benefits of home composting.
- Member Agency & Public Support will continue to support increased community requests for zero waste information, presentations, reusable versus single use items, attendance at fairs and festivals, and supplying the public with outreach materials, etc.



Christmas Tree recycling.

- The Public Education component of the budget remains stable at \$210,000 and provides for direct outreach to Marin citizens through various media sources including television, Internet, in-person consultations, presentations to businesses, business groups, HOAs and farmers markets. The JPA's campaign during the past two years has focused on eliminating waste at the source by providing specific suggestions such as using reusable coffee mugs, rechargeable batteries and single use water alternatives. The TV commercial can be seen here: <https://youtu.be/KNb7dSAS2rk>.

Please recall that your Local Task Force(LTF) advisory group provided you with a recommendation at your January meeting requesting increased support advertising the benefits of reuse. Obvious, but still useful promotion of reuse to the general public typically would include clever suggestions on reusable coffee mugs, reusable water bottles, reusable shopping bags and more. Attachment 3 to this report provides some scenarios and recommendations on what an increased advertising budget could best be used for by the Agency's outreach contractor Gigantic Idea Studios. An additional \$100,000 in advertising would result in an overall 2.9% increase to the assessments. In light of a potential backlash against reusables at the moment, and drastic impacts to waste hauler's revenue in the commercial sector, an increase in the outreach budget is not reflected in the attached budget. We hope this recommendation can be revisited next year.



**Shop Smart.
Waste Less.**

It starts with  the cart.

This budget category also includes work on maintaining and updating www.zerowastemarin.org and the associated recycling guide database. Work is underway to implement a new “recycling wizard,” which is third-party cloud-based solution that can provide improved instruction on recycling both typical and hard to deal with materials that is also being used by some of the local haulers.



Rather than "preaching to the converted" this ad was placed in the plaza of a major local mall.

- The Zero Waste Schools Program will maintain twenty-nine schools in the program and add one. There is currently a waiting list of ~ nine schools interested in joining the program. This program is highly regarded by the education community, has top-level buy in from the Marin County Office of Education and is



foundational to providing long-term movement towards zero waste in Marin. A growing and added benefit of this program is the reality that many schools are used not just during “school hours” but also serve as community parks, recreation centers and more. Accordingly, we are seeing increased use of the infrastructure invested at school sites (compost and recycling bins) at weekend sporting events, picnickers, etc.



Proud student showing off a new "waste station" at her school.



MARIN COUNTY
OFFICE OF EDUCATION



School waste audits include the glamorous work of looking at the content of your garbage can.



Reusable water bottles -- have suddenly become cool.



Student made posters support the kick-off of another Zero Waste School.

- The Zero Waste Grant Program will continue to provide \$350,000 in direct support to the member Cities, Towns, County and special districts that franchise solid waste. This grant program recognizes and supports the individualized needs of Marin's many unique communities. Projects undertaken in Marin communities via this program include installation of refillable water bottle stations, technical assistance to business to expand edible food donation, composting and recycling, chippers for organic debris, expanded use of reusables at festivals – and more.



The counter showing the number of bottles saved is a crowd favorite.



Indoor waste stations



The joy of new compost collection carts and service.

2. **STATE PROGRAMS**

Proposed State Program expenditures for FY 20-21 account for 11% of JPA expenditures. A primary activity in this fund center are to conduct disposal tracking and reporting required by a variety of State laws.



The JPA also supports and benefits from its 13-member Local Task Force (LTF) that can advise the JPA Board and Executive Committee on evolving solid waste issues. Recent presentations received by your LTF include:

Presenter	Topic
David Smail and Gregory Pirie Marin Co. Environmental Health	Presentation on edible food donation.
Megan Wayne, Development & Volunteer Coordinator	Presentation on bicycle reuse and repair at San Rafael's Trips for Kids Marin.
Cristine Alilovich, JPA Board Chair & City of San Rafael Assistant City Manager	Meet and greet/budget discussion with Local Task Force.
Steve Devine, ZWM	Zero Waste Marin JPA 101
Baani Behniwal Californian's Against Waste	CAW and the legislative advocacy process. Status of waste reduction legislation.
Silo Pantry	Introduction to local zero waste business.
Kyle LaRue	Conservation Corp North Bay (CCNB) Overview of Services and Programs

Organizational Assessment/Zero Waste Plan Update

In late 2019, the JPA conducted an RFP to identify and retain a contractor to shepherd this project. The Board Organizational Assessment Subcommittee (Alilovich, Donnery, and Hymel) selected R3 Consulting (and a team of subcontractors) to work on this project. R3 is under contract and commenced work on the project – but a number of the initial Tasks are paused due to COVID-19. Accordingly, the timeline for this project will be revised and the Board can expect to work with R3 in the coming Fiscal Year. This project was budgeted in FY 19-20.

Following is a reminder of the context and importance of this project. This agency adopted a Zero Waste Resolution in 2006 – with a goal of 80% landfill diversion by 2012 and a zero-waste goal for 2025. For the most recent 2018 State reporting year – Marin reported a diversion rate of 66% -- down from the more recent average of 74% to 75%. There is no indication to suggest that without significant additional actions Marin will meet either the 80% goal or the 94% zero waste goal for 2025.

Recent waste diversion performance is noted in the following table:

Year	Lbs. Per Person Per Day Landfilled	Marin Originating Tons Landfilled	CalRecycle Equivalent Diversion Rate
2014	3.8	177,022	75%
2015	4	188,115	74%
2016	4.7	223,484	69%*
2016	4.6	220,933	70%
2017	4.7	227,347	69%
2018	5.2	249,162	66%

- CalRecycle approved modification due to Republic Services misrepresentation at Richmond composting facility.

This Agency, as currently configured, was well suited to address the requirements of California's AB 939 – which necessitated the formation of this JPA. That 1989 law required demonstration of 50% waste diversion from landfill and instituted various reporting requirements. While there certainly have been challenges along the way – reaching the initial waste diversion targets included much “low hanging fruit.” Now – this Agency (self-dubbed: Zero Waste Marin) is faced with similar challenges to many zero waste communities in that making progress to get from ~70% diversion to the next levels is going to be significantly more challenging and costly. Also, even to contemplate what those next steps will be – will require this Agency to rededicate itself to moving forward or consider more drastic alternate actions.

3. HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAMS

The proposed HHW Program expenditures for FY 20-121 account for 60% of total JPA expenditures.

The program collects, and diverts from landfill, over 1.5 million pounds of material each year. The JPA retains HHW services for the community via a contract with the City of San Rafael Fire Department which in turn contracts with Marin Resource Recovery Association (MRRA). The Fire Department also conducts “Toxic Away Days” for remote areas of West Marin. MRRA operates the



Unloading hazmat at Marin HHW Facility.

HHW facility at 565 Jacoby Street in San Rafael. Novato's hazardous waste services are provided by the Novato Sanitary District. Items of note and continued operation in this Fund include:

- The proposed Marin HHW Facility Budget provided by the City of San Rafael Fire Department (under contract to this JPA to oversee the Facility) has proposed a 2.5% CPI based increase from last year. It should be noted that as the waste stream continues to evolve, it is generally becoming more hazardous and more toxic. For example, increased use of lithium batteries is a huge hazard that needs to be managed and requires additional attention.
- The popular Bulb and Battery Drop-off program will continue and provides ten convenient collection locations to the community for highly toxic bulbs and batteries that can contain mercury and other heavy metals. This program has been very successful at coordinating the pickup of used fluorescent bulbs and batteries dropped off at local hardware and convenience stores. The majority of the cost covers waste processing fees.
- The JPA will continue administration of the State of California Oil Payment Program for Marin (less Novato). This project provides for promotion of proper motor oil and filter handling, bilingual outreach, certification of oil recycling centers in the County, and bilge pad absorbent distribution and collection at marinas. Staff expects approximately the same grant award from CalRecycle that was received last year. This program includes a significant Spanish language outreach component and leveraging of grant funds to also help promote general zero waste outreach



Storm Drain Markers

and hazardous waste education. Storm drain markers are also provided to the Member Agencies.



New bilge pad dispenser and used receptacle.

- The JPA funds the Sharps Collection Program operated by the County's Environmental Health Division. Environmental Health operates ~ 21 sharps (needles and lancets) sites in the County. This program is important for numerous reasons, but in particular it helps protect our partners in solid waste collection and processing.



Staff will monitor the State's implementation of recently passed SB 212 – a rare Extended Producer Responsibility bill that, when implemented, will require manufacturers to take on the cost of the proper handling of these needles and sharps. Hopefully, this program will come online so that the JPA can eliminate this local expense.

RECOMMENDATION

Adopt a Motion: 1). Approving the attached FY 20-21 budget and 2) Adopting Resolution No. 2020-01 which sets and transmits the necessary assessments for the FY 20-21 revenue requirement.

Attachments:

1. FY 20-21 Budget Spreadsheets
2. City of San Rafael Fire Household Hazardous Waste Budget
3. Outreach Contractor, Gigantic Idea Studios, Memo on Advertising Budget
4. Proposed Resolution No. 2020-01

Chair: Please confirm the vote by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

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Item 8. Attachment 1

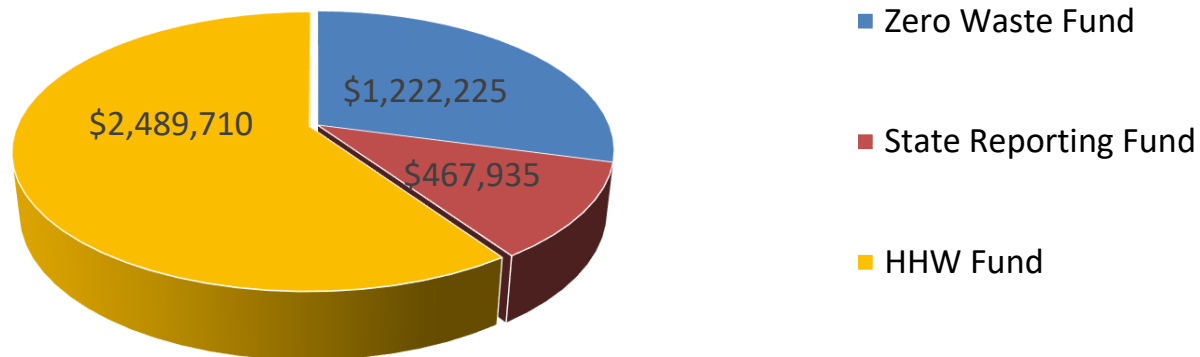
JPA Hauler, Landfill & Transfer Station Assessments
FY 20/21

		A	B	C	D	E	F	G	H	
						FY 20/21				
2019 DISPOSAL (tons)		TOTAL TONS	FY 19/20 Assessments	Zero Waste		State Reporting		HHW	Total	
MSW Haulers	MSW & Debris									
Bay Cities Refuse	6,528	N/A	6,528	\$71,162	\$24,965	\$8,608	\$53,462		\$87,036.25	
Marin Sanitary Service (MSS)	46,416	N/A	46,416	\$489,644	\$177,521	\$61,212	\$380,153		\$618,885.55	
Mill Valley Refuse	20,558	N/A	20,558	\$192,205	\$78,626	\$27,111	\$168,374		\$274,112.19	
Recology Novato Disposal	27,033	N/A	27,033	\$41,535	\$0	\$35,650	\$0		\$35,650.12	
Recology Sonoma Marin	6,241	N/A	6,241	\$57,751	\$23,871	\$8,231	\$51,118		\$83,219.01	
Tam. CSD	1,687	N/A	1,687	\$16,281	\$6,452	\$2,225	\$13,817		\$22,493.54	
Total Franchised Haulers	108,463	N/A	108,463	\$868,577	\$311,436	\$143,037	\$666,924		\$1,121,396.66	
Landfills										
Redwood	N/A	113,085	113,085	\$2,066,471	\$432,501	\$149,132	\$926,180		\$1,507,813.53	
Redwood Landfill	N/A	113,085	113,085	\$2,066,471	\$432,501	\$149,132	\$926,180		\$1,507,813.53	
Transfer Stations										
Marin Resource Recovery Center		102,848	102,848	\$845,170	\$393,349	\$135,632	\$842,338		\$1,371,318.97	
Marin Sanitary Services Transfer Station		3,042	3,042	\$18,604	\$11,634	\$4,012	\$24,914		\$40,560.36	
Total Transfer Stations		105,890	105,890	\$863,774	\$404,984	\$139,644	\$867,252		\$1,411,879.34	
TOTALS	108,463	218,975	327,438	\$3,798,822	\$1,148,920	\$431,813	\$2,460,356		\$4,041,089.53	6.38%

Item 8. Attachment 1

Proposed FY 20/21 Budget					
	Zero Waste Fund	State Reporting Fund	HHW Fund	All Funds Total	
Expenses	\$ 1,222,225	\$ 467,935	\$ 2,489,710	\$ 4,179,870	
Contingency	\$ 122,223	\$ 46,793	\$ 248,971	\$ 417,987	
Revenue Requirement	\$ 1,344,448	\$ 514,728	\$ 2,738,681	\$ 4,597,857	
Interest	\$ 1,000	\$ 500	\$ 2,000	\$ 3,500	
State Oil Payment			\$ 82,000	\$ 82,000	
Assessments	\$ 1,148,920	\$ 431,813	\$ 2,460,356	\$ 4,041,090	
Carry Over	\$ 194,527	\$ 82,415	\$ 194,325	\$ 471,268	
Revenue	\$ 1,344,448	\$ 514,728	\$ 2,738,681	\$ 4,597,857	

Expenses



	Zero Waste Fund	State Reporting Fund	HHW Fund
Expenditures as Percent of Total Budget by Fund	29%	11%	60%

Item 8. Attachment 1

ZERO WASTE FUND
FY 20/21 (80238601) EXPENSE BUDGET

FY 19/20 APPROVED BUDGET	FY 19/20 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 20/21 BUDGET REQUEST	VARIANCE	NARRATIVE
\$ 304,784	\$ 304,784	Salaries and Wages	511110	\$277,865	(\$26,919)	Contract staff wages and benefits.
\$ 2,060	\$ -	Legal Expense	522545	\$2,060	\$0	Legal counsel.
\$ 15,000	\$ 15,000	Construction & Demolition Debris	522510	\$15,000	\$0	Contract support for Construction & Demolition outreach at Members.
\$ 40,000	\$ 40,000	Member Agency & Community Support	522510 & 522310	\$40,000	\$0	City & Town support for kitchen compost pails, reusable produce bags, xmas tree recycling promotion, general outreach and education.
\$ 12,000	\$ 14,817	State, Regional and Local "Wasteshed" Partnerships	522210	\$15,000	\$3,000	California Product Stewardship Council, Californian's Against Waste, Marin Builder's Association, Business Chambers, BayRoc, NCRA, Youth Convergence, CRRRA etc. Support for Extended Producer Responsibility and reduced packaging.
\$ 10,000	\$ 8,000	Training, Conferences & Professional Memberships	523210	\$10,000	\$0	Training, conferences & professional memberships.
\$ 265,000	\$ 265,000	Zero Waste School Program	522510 & 522310	\$298,300	\$33,300	Variance is equal to the salary of a school intern which was eliminated from the salary and wage category.
\$ -		School Assemblies & Farm to School Program		\$0	\$0	\$15K contract for School Assemblies consolidated into the Zero Waste School Program.
\$ 210,000	\$ 210,000	Information and Outreach	522510	\$210,000	\$0	Recycling Guide updates, ZeroWasteMarin.org improvements, bus shelters, banners, coordination of outreach collateral with haulers, tips to Member Agencies on waste prevention, social media and cable TV ads. +\$10K for recycling guide improvement.
\$ -		Hazwaste, Zero Waste Awareness Evaluation	522510		\$0	Public awareness survey - expense moved to Outreach Campaign.
\$ 350,000	\$ 321,431	Zero Waste Grant Program	41PWPZWG10	\$350,000	\$0	Member Agency funds based on population for Zero Waste Programs.
\$ 4,000	\$ 4,000	Truck	561660	\$4,000	\$0	Annual maintenance, insurance, amortization.
\$ 1,212,844	\$ 1,183,032	Zero Waste Fund Expense Totals		\$1,222,225	\$9,381	

FY 20/21 (80238601) REVENUE BUDGET

FY 19/20 APPROVED BUDGET	FY 19/20 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	FY 20/21 REVENUE REQUEST	NARRATIVE
\$1,000	\$1,000	Interest	441115	\$1,000	Interest
\$985,854	\$985,854	Solid Waste Management	461510	\$1,148,920.36	Hauler, Landfill, Transfer Station Assessments
\$347,275	\$390,705	Carry-Over	N/A	\$194,527	Carry-over from prior fiscal year (contingency + unspent)
\$1,334,129	\$1,377,559	Total Revenue		\$1,344,448	
		<u>GENERAL CONTINGENCIES</u>			
		Contingency Account	900010	\$122,223	
		Contingency Target = 10%		10%	

Item 8. Attachment 1

**STATE REPORTING & REQUIRED
FY 20/21 (80218601) EXPENSE BUDGET**

FY 19/20 APPROVED BUDGET	FY 19/20 TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	FY 20/21 BUDGET REQUEST	VARIANCE	NARRATIVE
\$378,484	\$378,484	Salaries and Wages	511110	\$393,476	\$14,992	Contract staff wages and benefits.
\$10,300	\$9,000	Legal Expense	522545	\$15,000	\$4,700	Legal counsel for possible JPA update
\$18,500	\$18,500	Outside Acctg & Audit Fees	522585	\$19,200	\$700	Financial Audit + Submittal of GCC & FTR to State on behalf of the JPA.
\$18,540	\$19,182	Insurance	521610	\$20,000	\$1,460	Insurance.
\$0		Equipment Repair & Maintenance	521810	\$0	\$0	No longer necessary.
\$16,941	\$16,941	Rent	522925	\$16,941	\$0	Office space.
\$1,500	\$1,500	Training/Professional Development	523210	\$1,500	\$0	JPA staff training specific to AB 901 (Disposal Reporting).
\$618	\$618	Mileage & Routine Travel	523445	\$618	\$0	Routine travel.
\$1,000	\$1,200	Supplies & Reproduction	522410	\$1,200	\$200	Reflective of annual usage.
\$20,000	\$20,000	AB 901 Readiness	522510		(\$20,000)	Assistance with Disposal Reporting System ordinance and technical transition.
\$6,026	\$6,026	County Financial Services	522585	\$0	(\$6,026)	
\$150,000	\$150,000	Organizational Assessment	522510		(\$150,000)	Conduct agency review to identify means to better deliver (or not) on zero waste goal.
\$621,909	\$621,451	Admin Fund Operations Total		\$467,935	(\$153,974)	

FY 20/21 (80218601) REVENUE BUDGET

FY 19/20 APPROVED BUDGET	FY 19/20 TOTAL EST REVENUE	ACCOUNT NAME	REVENUE SOURCE	FY 20/21 REVENUE REQUEST	NARRATIVE
\$500	\$500	Interest	441115	\$500	Interest
\$624,816	\$624,816	Solid Waste Management	461510	\$431,813.45	Hauler, Landfill, Transfer Station Assessments
\$58,783	\$78,550	Carry-Over	N/A	\$82,415	
\$684,099	\$703,866	Total Revenue		\$514,728	
		<u>GENERAL CONTINGENCIES</u>			
		Contingency Account	900010	\$46,793	
		Contingency Target = 10%		10%	

Item 8. Attachment 1

HOUSEHOLD HAZARDOUS WASTE FUND

FY 20/21 (80228601) EXPENSE BUDGET

FY 19/20	FY 19/20	FY 20/21				
APPROVED BUDGET	TOTAL EST EXPENDITURE	ACCOUNT NAME	OBJECT	BUDGET REQUEST	VARIANCE	NARRATIVE
\$183,510	\$183,510	Salaries and Wages	511110	\$187,402	\$3,892	Contract staff wages and benefits.
\$174,117	\$174,117	HHW Facility Oversight	522555	\$178,470	\$4,353	CPI-U increase of 2.5%. San Rafael FD HHW facility oversight.
\$1,705,528	\$1,705,528	HHW Facility Operations	522510	\$1,748,166	\$42,638	CPI-U increase of 2.5%. HHW facility operation + West Marin HHW events.
\$36,906	\$36,906	Novato HHW Pass Through	522310	\$40,208	\$3,302	Novato HHW fee reimbursement.
\$2,652	\$2,652	Legal Services	522545	\$2,732	\$80	Legal counsel on Haz Waste contracts and grant agreements, including Bulb and Battery and Marina programs.
\$164,800	\$164,800	Bulb and Battery Program	522510	\$164,800	\$0	Fluorescent bulbs and batteries hazwaste collection.
\$83,430	\$83,430	Sharps & Needles Program	522310	\$85,933	\$2,503	Support for the Sharps and Needles Program via Environmental Health Services.
\$20,000	\$0	Battery Program Assessment	522510		(\$20,000)	Conduct audit of battery recycling in Marin.
\$2,370,943	\$2,350,943	Operational Budget Subtotal		\$2,407,710	\$36,767	
		Oil Payment Program				
\$82,000	\$82,000	Oil Payment Program - Cycle 11	41PWPOPP11	\$82,000	\$0	Countywide used oil motor promotion, marina bilge pad collections, storm drain medallions, CCC site certifications, bilingual outreach.
\$82,000	\$82,000	Oil Payment Program Subtotal		\$82,000		
\$2,452,943	\$2,432,943	HHW Fund Total Expenses	Total	\$2,489,710	\$36,767	

FY 20/21 (80228601) REVENUE BUDGET

FY 19/20	FY 19/20		FY 20/21	FY 20/21	
APPROVED	TOTAL EST		REVENUE	REVENUE	
BUDGET	REVENUE	ACCOUNT NAME	SOURCE	REQUEST	NARRATIVE
\$2,000	\$6,500	Interest	441115	\$2,000	Interest
\$82,000	\$82,000	Other Aid: State	451970	\$82,000	CalRecycle Funds for Used Oil Payment Program
\$2,010,099	\$2,010,099	Solid Waste Management	461510	\$2,460,356	Hauler, Landfill, Transfer Station Assessments
\$333,455	\$528,669	Carry-Over	N/A	\$194,325	Carry-over from prior fiscal year (contingency + unspent)
\$2,427,554	\$2,627,268	Total Revenue		\$2,738,681	

GENERAL CONTINGENCIES

Contingency Account	900010	\$248,971
Contingency Target = 10%		10%



SAN RAFAEL FIRE DEPARTMENT

ACTING FIRE CHIEF ROBERT SINNOTT

PHONE: (415) 485-5067

FAX: (415) 453-1627

February 26, 2020

Marin County Hazardous and Solid Waste Management Joint Powers Authority
c/o Marin County Department of Public Works
1600 Los Gatos Drive, Ste. 210
San Rafael, CA 94903

RE: Fiscal Year 2020/21 Budget Proposal

Dear Steve,

Please accept this letter as the Fiscal Year 2020/21 budget proposal for the Marin Household Hazardous Waste (HHW) Program. The allocation amounts for the City of San Rafael (City) management oversight and for Marin Recycling and Resource Recovery Association (MRRRA) contractual services are provided herein.

The HHW Program budget for FY 2019/20 was \$1,879,645, which included a 4.5% CPI-U increase from the previous year for both MRRRA and the City.

HHW Program budget proposal summary:

For FY 2020/21, we are proposing a total HHW Program budget of \$1,926,636, which is a 2.5% increase from the previous year's budget.

The budget proposal for the City of San Rafael management oversight is \$178,470. This is a 2.5% CPI-U increase from the previous year's budget.

We are proposing a total MRRRA contractual services budget of \$1,748,166. This also consists of a 2.5% CPI-U increase from the previous year's budget.

(See tables on the next page.)

"Our Mission...is to help"



SAN RAFAEL FIRE DEPARTMENT

Proposed Marin HHW Program Operating Budget FY 2020/21

MRRRA

Personnel	\$ 752,165
Non-personnel	\$ 996,001
Total HHW Facility Operating Contractual Services:	\$ 1,748,166

CITY

Personnel	\$ 129,894
Non-personnel	\$ 48,576
Total City Management Oversight:	\$ 178,470

Total Marin HHW Program FY 2020/21 Budget: \$ 1,926,636

Marin HHW Program Operating Budget FY 2019/20

MRRRA

Personnel	\$ 733,820
Non-personnel	\$ 971,708
Total HHW Facility Operating Contractual Services:	\$ 1,705,528

CITY

Personnel	\$ 126,726
Non-personnel	\$ 47,390
Total City Management Oversight:	\$ 174,117

Total Marin HHW Program FY 2019/20 Budget: \$ 1,879,645

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

Respectfully,

 2/26/2020

David Catalinotto
Environmental Management Coordinator
San Rafael Fire Department
1600 Los Gamos Drive, Ste. 345
San Rafael, CA 94903
(415) 485-3309

"Our Mission...is to help"



MEMORANDUM

DATE: February 27, 2020

TO: Steve and Judith

FROM: Kas, Lisa, Stef and Nancy

RE: Budget Options for FY 20-21

Zero Waste Marin has requested a comparison budget scenario for Outreach and Advertising based on three budget figures: \$180,000, \$280,000 and \$380,000, with the goal of reaching more people, specifically by expanding the media budget. We have prepared these recommendations in response to this request.

In general, as budget increases, it is our recommendation to ***increase frequency of message and diversity of tactics as well as increasing reach by spending more on a single effort***. Message recognition depends on seeing messages on a regular basis in order to get through to the public.

In addition, Zero Waste Marin and its stakeholders should consider outreach methods beyond advertising, as actual behavior change is often higher using in-person or very targeted outreach methods that don't reach that many people, but result in greater rates of actual behavior change. Both high-level, "awareness" outreach tactics (advertising, mass media) and "grassroots" tactics (presentations, events, in-person outreach) are important. As budget increases there is room to consider grassroots tactics as well as media.

While we are giving examples here of how a communications budget might be spent, decisions on media tactics and messaging strategy are best made when there is an overarching communications strategy at the agency level that these media campaigns can support. All campaign creative, and paid and earned media, should work together to help Zero Waste Marin achieve any goals in which public participation or support is a necessary component. We understand the agency is undertaking a larger strategic plan and our current contract includes a task to develop a communications strategy based on the overall agency goals. Until that time, we propose looking at an annual budget plan as outlined in this memo.



Annual Plan Options

Each budget scenario is grouped into the **Sections** outlined below. In general, the higher the budget, the higher the number of tactics included in each option, as well as the higher the frequency each tactic can run. In addition, a higher budget allows for more sophisticated creative execution.

- **Main Outreach Campaign:** A 4-week, multi-touch campaign using as many different tactics as possible given the budget. This is the campaign with the highest profile.
- **Supporting Outreach Campaign:** A smaller campaign with a message targeted to a season, event or other relevant topic. It will use as many tactics as the budget will allow but will be smaller in scope than the main campaign.
- **Regular Outreach Efforts:** It is our firm recommendation that if Zero Waste Marin and its stakeholders would like Zero Waste/waste reduction messages to register with the public, **a sustained, ongoing and regular effort must be launched and maintained.** There are many cost-effective ways to keep a “drumbeat” of messaging going. This includes social media, our newly revamped bi-monthly newsletters to partners, search engine ads, print ads, and more.

Table 1: Total Budget Summary (Labor Vs. Media Buy)

As budget increases and additional media can be purchased, more creative budget is needed to produce the different deliverables. A higher budget also allows for moving away from stock imagery to custom video and photography.

Comparing Labor vs. Media	\$180,000	\$280,000	\$380,000
Labor/Creative, Content & Management	\$108,440	\$140,960	\$189,580
Media Buy	\$71,560	\$139,040	\$190,420

Table 2: Labor Budget by Section/Deliverable

Labor Budget by Deliverable	\$180,000	\$280,000	\$380,000
Annual Campaign Creative & Mgmt	\$20,000	35,000	65,000
Supporting Campaign Creative & Mgmt	\$10,000	15,000	20,000
Regular Outreach: Social Media Management, Promotions Posting & Promoted Posts, Print, Digital	\$9,720	\$12,960	\$14,580
Website Management, Content	\$15,000	\$16,000	\$18,000
Bi-Monthly (6) Stakeholder E-Newsletters, Content, Images	\$15,000	\$15,000	\$15,000
Schools Support	\$10,000	\$10,000	\$10,000
Collateral Updates/Support	\$4,000	\$6,000	\$8,000
Community Presentations or Grassroots Outreach	\$10,000	\$15,000	\$20,000
Annual Report Support	\$5,000	\$5,000	\$5,000
General Planning & Strategic Support, As-Needed Reserve	\$9,720	\$11,000	\$14,000



Table 3: Media Budget Allocations

Media Budget from Table 1, allocated by section.

Paid Media Budget by Contract Section	\$71,560	\$139,040	\$190,420
Annual Campaign Media Buy	\$60,000	\$111,000	135,000
Supporting Campaign Media Buy	\$10,000	\$20,000	40,420
Regular Promotions: May be a mix of social promoted posts, print ads, search engine ads	\$1,560	\$8,040	\$15,000

Table 4: Media Spend & Frequency Comparison Chart—Sample

Blue = Main Campaign Green = Supporting Campaign Orange = Ongoing Paid Promotions

Budget Total Media Spend	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
\$180,000 \$71,560	\$250		\$250	\$250	\$5,000	\$5,000		\$250		\$560	\$60,000	
\$280,000 \$139,040	\$1,500	\$500	\$500	\$2,000	\$10,000	\$10,000	\$500	\$500	\$500	\$2,000	\$111,000	\$500
\$380,000 \$190,420	\$1,000	\$1,000	\$500	\$5,000	\$20,000	\$20,020	\$500	\$1,000	\$500	\$5,000	\$100,000	\$35,000


Table 5: Media Buy Allocation Comparison by Media Tactic

	Media Budget \$180K Contract	Media Budget \$280K Contract	Media Budget \$380K Contract
Media Budget From Table 3	\$ 71,560.00	\$139,040	\$190,420
Allocated	\$ 71,560.00	\$ 139,040.00	\$ 190,420.00
Remaining	\$ -	\$ -	\$ -

Campaigns: This section includes total spend for both Annual and Supporting Campaigns

Digital Ads	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
Facebook/Instagram Social Media Ads	\$ 8,000.00	\$ 12,000.00	\$ 12,000.00
YouTube Promotion (Video)	\$ 12,000.00	\$ 15,000.00	\$ 18,000.00
Marin IJ Print Ads, Digital & Advertorial Package	\$ 7,000.00	\$ 12,500.00	\$ 12,000.00
MarinScope Papers	\$ 5,000.00	\$ 7,500.00	\$ 5,000.00
Movie Theater	\$ 8,000.00	\$ 12,000.00	\$ 8,000.00
Promotional Item, Prize or Other Collateral, TBD		\$ 10,000.00	\$ 10,000.00
Outdoor-Transit		\$ 12,000.00	\$ 24,000.00
Street Banners	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00
Comcast?			\$ 25,000.00
Streaming Audio			\$ 10,000.00
Grassroots Outreach		\$ 6,000.00	\$ 7,380.00
Event Outreach Kit Expense		\$ 4,040.00	\$ 4,040.00
Regular Promotions: This section breaks out spending from Table 3, Regular Promotions, (not part of campaign)			
Regular Promotions: Social Promoted Posts	\$ 500.00	\$ 3,000.00	\$ 5,000.00
Regular Promotions: Search Engine Ads	\$ 500.00	\$ 1,000.00	\$ 2,000.00
Regular Promotions: Print Ads	\$ 560.00	\$ 4,000.00	\$ 8,000.00


Table 6: Deliverables Comparison by Budget Section—Creative Assets and Media Buy

Section	\$180,000	\$280,000	\$380,000
Main Annual Campaign	Concept & Design Stock Photo Only Simple Video Digital Ads YouTube Ads Social Ads Marin Ij Print Ads Marinscope Movie Theater Street Banners	Concept & Design Custom Photo Custom Video Digital Ads YouTube Ads Social Ads Marin Ij Print Ads Marinscope Movie Theater Street Banners Outdoor Promo Item Grassroots plan only	Concept & Design Custom Photo Custom Video Digital Ads YouTube Ads Social Ads Marin Ij Print Ads Marinscope Movie Theater Street Banners Outdoor Promo Item Grassroots with implementation support Event Kit Comcast Streaming Audio
Supporting Campaign	Ad Design Stock Photo Only Digital Ads Print Ads Social Media	Ad Design Custom Photo Digital Ads Print Ads Social Media Movie Theater	Ad Design Custom Photo Digital Ads Print Ads Social Media Movie Theater
Regular Outreach	Website Management Bi-Monthly E-news Social Media Paid Search Ads 5 Promoted Posts Schools Support Collateral Support 4 Presentations	Website Management Bi-Monthly E-news Social Media Paid Search Ads 9 Promoted Posts Schools Support Collateral Support 6 Presentations	Website Management Bi-Monthly E-news Social Media Paid Search Ads 9-15 Promoted Posts Schools Support Collateral Support 8 Presentations Print Ads

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT
JOINT POWERS AUTHORITY

RESOLUTION NO. 2020-01

ESTABLISHING ASSESSMENTS FOR INTERGRATED WASTE MANAGEMENT
PLANNING AND IMPLEMENTATION OF PROGRAMS FOR FY 20-21

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

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

WHEREAS, the Authority established the assessments at its regular meeting on May 28, 2020; and

WHEREAS, these assessments are set and imposed for FY 202-21 only; and

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

NOW, THEREFORE, BE IT RESOLVED that the following assessments are imposed for FY 20-21 and shall be collected from the organization specified herein;

<u>FY 20/21 Assessments</u>	
Redwood Landfill	\$1,507,813.53
Marin Resource Recovery Center	\$1,371,318.97
Marin Sanitary Transfer Station	\$40,560.36
Bay Cities Refuse	\$87,036.25
Marin Sanitary Service	\$618,885.55
Mill Valley Refuse	\$274,112.19
Novato Disposal	\$35,650.12
Recology Sonoma Marin	\$83,219.01
Tamalpais Community Service District	\$22,493.54
TOTAL	\$4,041,089.53

Item 8. Attachment 4

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

1. Assessments are based upon the tons of material collected and disposed during 2019, with data provided by the haulers, landfills, and recovery center.
2. Assessments shall be paid in two installments – half of the amount shall be due and payable on December 1, 2020; the remaining half shall be due and payable on May 1, 2021.
3. Assessments shall be due and payable to the “Marin County Treasurer – Tax Collector”, Administration Bldg., Civic Center, P.O. Box 4220, San Rafael, CA 94913-4220.

PASSED AND ADOPTED at a regular meeting of the Marin County Hazardous and Solid Waste Management Joint Powers Authority held May 28, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Chair

ATTEST: _____

MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere

Date: May 28, 2020

Corte Madera

To: JPA Board of Directors

County of Marin

From: Steve Devine, Program Manager

Fairfax

Re: Delegate Signature Authority to the Executive Director for
Contracts Exceeding \$50,000

Larkspur

The FY 19/20 JPA Budget contains certain activities which necessitate contracts over the JPA's \$50,000 Executive Director signature authority. The following contracts are anticipated for FY 20-21:

Mill Valley

1. Used Oil Payment Program implementation: up to \$85,000
2. Zero waste schools program assistance: up to \$173,000
3. Hazardous waste bulb and battery collection: up to \$160,000
4. Zero waste outreach services: up to \$200,000

Novato

Ross

Due to the need to proceed with these efforts in a timely manner and the frequency of JPA Board meetings, it is requested to continue with past practice and delegate authority to enter into contracts for these services to the Executive Director. All of these items are for ongoing services consistent with prior year's work.

San Anselmo

San Rafael

Sausalito

Recommendation

Adopt a motion granting the Executive Director signature authority to enter in to contracts for the specific services, outlined above, if included in the FY 20-21 Budget.

Tiburon

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MARIN COUNTY HAZARDOUS AND SOLID WASTE MANAGEMENT JOINT POWERS AUTHORITY

Belvedere: Date: May 28, 2020

Corte Madera: To: JPA Board of Directors

County of Marin: From: Casey Poldino, Waste Management Specialist

Re: FY 20/21 Zero Waste Grant Program

Fairfax:

Larkspur: The Zero Waste Grant Program – “Program” facilitates individualized projects in Marin’s many unique communities to help move towards zero waste. The Program grants a total of up to \$350,000 to the cities, towns and special districts that franchise solid waste collection according to population (with a minimum of \$5,000 for each jurisdiction).

Mill Valley:

Novato: The JPA will offer \$350,000 in the 10th year of the Zero Waste Grant Program. This is the same amount budgeted to the Zero Waste Grant Program for the last four years. The allocation is based on population using the 2019 E -1 State of California Department of Finance report. See Table Two for the funding allocation.

Ross:

San Anselmo:

San Rafael: Table One below documents which cities, towns and special districts apply for the grant year to year. Many of the special districts that franchise solid waste collection in unincorporated County areas do not apply for funds because they don’t have adequate staff to administer the grant or to carry out the projects. As a reminder, the Board agreed in May 2019 that if a special district declines to submit an application that the county add these unspent funds to its workplan in order to carry out programs for the good of all who reside in unincorporated county. This funding nuance has no impact on the allocation to any other city or town as the source of the funding for the special districts comes out of the county allocation.

Sausalito:

Tiburon:

Table 1 – Summary of Recent Past Grant Acceptance by Potential Recipient

Grant Year	FY 19/20 CY 9	FY 18/19 CY 8	FY 17/18 CY 7	FY 16/17 CY 6	FY 15/16 CY 5	FY 14/15 CY 4
Member Agencies & Special Districts		Funds Requested?				
Belvedere	N	N	Y	Y	Y	Y
Corte Madera	Y	Y	Y	Y	Y	Y
County of Marin	Y	Y	Y	Y	Y	Y
Fairfax	Y	Y	Y	Y	Y	Y
Larkspur	N	N	Y	Y	N	Y
Mill Valley	Y	Y	Y	Y	Y	Y
Ross	Y	Y	Y	Y	Y	Y
San Anselmo	Y	Y	Y	Y	Y	Y
San Rafael	Y	Y	Y	Y	Y	Y
Sausalito	Y	Y	Y	Y	Y	Y
Tiburon	Y	Y	Y	Y	Y	Y
Almonte Sanitary District	N	N	N	N	N	Y
Alto Sanitary District	N	N	Y	N	N	N
Bolinas Community Public Utility District	Y	N	Y	Y	Y	Y
Homestead Valley Sanitary District	N	N	Y	N	N	Y
Las Gallinas Sanitary District	Y	N	N	N	N	N
Marin City Community Services District	Y	N	Y	Y	N	N
Stinson Beach County Water District	N	N	N	Y	N	N
Strawberry Recreational District	N	Y	Y	Y	N	N
Tamalpais Community Services District	Y	Y	Y	Y	Y	Y

Table 2 - FY 20/21 Funds Available

Member Agencies & Special Districts	Allocated
Belvedere	\$8,486.52
Corte Madera	\$16,602.02
County of Marin	\$67,703.00*
Fairfax	\$12,145.38
Larkspur	\$20,113.17
Mill Valley	\$24,087.21
Ross	\$9,185.80
San Anselmo	\$20,940.48
San Rafael	\$98,172.54
Sausalito	\$11,904.08
Tiburon	\$15,659.81
Almonte Sanitary District	\$5,000
Alto Sanitary District	\$5,000
Bolinas Community PUD	\$5,000
Homestead Valley Sanitary District	\$5,000
Las Gallinas Valley Sanitary District	\$5,000
Marin City CSD	\$5,000
Stinson Beach Water District	\$5,000
Strawberry Recreation District	\$5,000
Tamalpais CSD	\$5,000
Total	\$350,000

** subject to increase if any Special District does not request funding.*

RECOMMENDATION

Adopt a Motion approving the FY 20-21 Zero Waste Marin Grant Program and authorizing the Executive Director to administer these programs including making discretionary modifications to grants during the grant term and allowing the County to utilize funds not claimed by Special Districts for the good of unincorporated county.

ATTACHMENTS

- A. Zero Waste Grant Guidelines
- B. Application and Work Plan
- C. Final Report Form

Board Chair: Please confirm the vote on this item by reading the following items out loud after the vote.

Motion: _____ Second: _____

Ayes: _____

Noes: _____

Abstentions: _____

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Attachment A

FY 20/21

Zero Waste Grant Guidelines

Introduction

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

Grant Program

The JPA is offering grants to Member Agencies including cities, towns and special districts whose application identifies a program that works towards the Zero Waste Goal. Member Agencies are not limited to the Zero Waste Projects listed below.

Primary Zero Waste Projects: Are encouraged to be developed first and include:

- Compliance with Mandatory State Commercial Recycling and Composting laws
- Support of Food Donation
- Zero Waste Resolution
- Residential Food Scrap Recycling Outreach
- Multifamily Outreach and Support
- Support of Food Waste prevention education
- Town or city-wide garage sale

Secondary Zero Waste Projects: Can include, but are not limited to:

- Contract assistance for Event Greening (Recycling and Composting at Local Events)
- Purchase Easily-Portable Event Recycling Containers and Accessories for Loan for Local Events
- Adding Public Recycling Receptacles
- Waste Audits
- Local Composting Classes
- Differential Costs of an Environmental Purchasing Policy
- Zero Waste Case Studies
- Mini-Grants program to environmental, educational or community groups Zero Waste activities

Eligibility and Funding

Grant funding is available only for JPA Member Agencies identified as ‘Applicants’.

It is recognized that each applicant will incur various costs while implementing Zero Waste Projects. Therefore, it is intended the grant program funding will help cover a portion of those costs.

Funds will be available on a USE IT OR LOSE IT basis. It is important that you apply for funding each year to ensure your agency gets its share of grant funds.

FY 20/21 Funds Available

Member Agency	<u>Allocated</u>
Belvedere	\$8,486.52
Corte Madera	\$16,602.02
County of Marin	\$67,703.00*
Fairfax	\$12,145.38
Larkspur	\$20,113.17
Mill Valley	\$24,087.21
Ross	\$9,185.80
San Anselmo	\$20,940.48
San Rafael	\$98,172.54
Sausalito	\$11,904.08
Tiburon	\$15,659.81
Almonte Sanitary District	\$5,000
Alto Sanitary District	\$5,000
Bolinas Community PUD	\$5,000
Homestead Valley Sanitary District	\$5,000
Las Gallinas Valley Sanitary District	\$5,000
Marin City CSD	\$5,000
Stinson Beach Water District	\$5,000
Strawberry Recreation District	\$5,000
Tamalpais CSD	\$5,000
Total	\$350,000

** subject to increase if any Special District does not request funding.*

Application Procedures

The application is limited to two pages, including the provided application forms. The Grant Application can be found on the JPA website: ZeroWasteMarin.org.

- Determine grant fund eligibility, as described above.
- Decide on the Zero Waste Projects your Jurisdiction intends to implement.
- Complete the Zero Waste Grant Application and Work Plan and submit it by June 26, 2020.

Once the Grant Applications and Work Plans are received, they will be reviewed by the JPA which will determine if applications meet the Grant requirements. Jurisdictions will be authorized to commence their proposed programs upon receipt of ‘Notice to Proceed’ from the JPA. A Final Report (Exhibit C)

must be submitted to the JPA by May 14, 2021. These reports will describe the progress made at the time of the report submittal, outcome of the program implemented, an account of funds spent, and, if feasible, an estimated tonnage of waste that was diverted through each program. A sample Final Report can be found on the JPA website: ZeroWasteMarin.Org

Milestones

- June 5, 2020 - Application Materials Released
- June 26, 2020 - Application Deadline
- July 10, 2020 - Cycle Awarded / Grant Term Begins
- May 7, 2021 - Grant Term Ends
- May 28, 2021 - Final Reports Due

Communication

All communication regarding this grant shall be directed to the JPA Grant Manager. Submit Applications/Work Plans and Final Reports electronically to cpoldino@marincounty.org or send written correspondence to:

JPA Grant Manager
c/o Zero Waste Marin
1600 Los Gamos Drive, Suite 210
San Rafael, CA 94903

Eligible Costs

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

Ineligible Costs

Any costs not included in the Application and Work Plan and not directly related to the approved grant project are ineligible for funding use. Questions regarding ineligible costs can be directed to the JPA Staff.

Compliance

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

Recycled Content Requirements

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

Audit / Records Access

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

Copyright Information

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

- * CD's and visual material
- * Brochures, Pamphlets, and reproductions of advertisements designed for distribution
- * The following language must appear on any copyrightable material produced with JPA Grant Program Funds:

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

Use of the initials "JPA" in conjunction with "Zero Waste Marin" is sufficient when space is limited.

Grant Payment

Grant funds will be available to Grantees once they are given the Notice to Proceed. All applicants who submit a sufficient Application and Work Plan will be sent payment of the full grant amount as soon as possible once the Notice to Proceed is authorized by the JPA Executive Director or its designee.

Final Reporting

A Final Report is required to be submitted by the Grantee to the JPA at the end of the Grant Term. The report will identify activity during the term of the grant and summarize all activity conducted in the performance and fund use of the grant. Copies of adopted documents (Ordinances, Resolutions, etc.) will be included in the report. Copies of reports, product purchases and other evidence of grant expenditures including photos that document programs or activities or items purchased using grant funds shall be included with the Final Report. The grantee shall estimate and report a diversion tonnage, when feasible, to identify program effectiveness.

If all program criteria have not been met by the end of the grant term, the Grantee may report on the progress toward each grant task and demonstrate they have made all reasonable and feasible efforts to implement those programs. Grantees that have unspent funds at the end of the grant term should provide documentation that any unspent funds have been encumbered for a Zero Waste purpose. The Final Report form can be found on the JPA website: ZeroWasteMarin.Org

A failure to submit the Final Report by close of the grant term will be reported to the JPA Board of Directors or Executive Committee and may affect the availability of future grant funds.

Attachments:

Application & Work Plan – Attachment B
Final Report Form – Attachment C

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Attachment B

FY 20/21

Zero Waste Grant Application and Work Plan

A. Name of Recipient (city, town, or special district):

B. Recipient's representative and contact information: (Please print all information)

Name: _____

Title: _____

Address: _____

City, Zip: _____

Phone: _____

E-mail: _____

C. Requested Grant Amount

(See Grant Guidelines - Exhibit A to find your Jurisdiction's Maximum Available Funds)

\$ _____

D. Recipient's Zero Waste Grant Work Plan

(See Grant Guidelines – Exhibit A to find a list of suggested Projects)

Name of Work or Project:	Brief Description of Project:	Dollar amount of Grant Funds Allocated to each Project:

Good Faith Effort

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

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

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

X
Signature of Grant Recipient Representative

Date

Print Name

Print Title

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Attachment C

FY 20/21

Zero Waste Grant Final Report

A. Name of Recipient (city, town, or special district):

B. Recipient's representative and contact information: (Please print all information)

Name: _____

Title: _____

Address: _____

City, Zip: _____

Phone: _____

E-mail: _____

C. Grant Amount

\$ _____

D. Recipient's Zero Waste Grant Expenditures

Please provide a description of the Zero Waste Projects completed and how funds were spent. Also, if feasible, please estimate the tonnage of materials diverted or not consumed as a result of the project. Please refer to the Grant Guidelines for other required components of the Final Report.

If all grant funds have been used the Grant Amount should match the Total in the table on the next page. Grantee shall maintain record of all expenditures. Any grant funds not expended in the current grant cycle must be preserved in a protected account and dedicated for zero waste projects the next year.

(SEE NEXT PAGE)

D. Recipient's Zero Waste Grant Expenditures

Name of Work or Project:	Work Completed:	Funds Used:	Estimated Tons Diverted/Avoided:

Totals: \$ _____ Tons

Certification

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

X

Signature of Grant Recipient Representative

Date

Print Name

Print Title